



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 08/22/22 at www.honeylakevalleyrzd.us

Date: Thursday, August 25th, 2022

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

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, 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. Correspondence (attachment)
- B. Financial Reports

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

V. REPORTS

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

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

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

- A. Information update & Direction to Staff on Lassen Co. Post-Fire Disaster Recovery Project.

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

- B. Consideration to request bid proposals for heavy equipment work required under 22-DG-209 Lassen Co. Post-Fire Disaster Recovery Project.

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

- C. Consideration & approval to post PBA Project Coordinator position announcement. (attachment)

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

- D. Consideration and approval to adopt new Policy 2415. Telework Program. (attachment)

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

- E. Consideration and approval of hiring for the contractual bookkeeper position, not to exceed \$43,200/year. (proposal attachment)

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

- F. Consideration and approval of J-U-B Old Channel Agreement for Professional Services, Project # 49-21-002. (attachment)

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

- G. Consideration and approval to pay 2022-2023 SDRMA insurance invoices and to discuss percentage split between RCD and WM. (attachments)

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

- H. Consideration and approval to pay Schroeder Inc. Invoice (\$18,057.81) for CalRecycle work FR73 Mahal. (attachment)

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

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

- A. Consideration and Approval to pay BBK August 2022 Invoice #941642 (\$2,661.00). (attachment).

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

- B. Consideration and approval of White Star mapping quote for updating the Watermaster service area maps and mapping system. (attachment)

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

VIII. ADJOURNMENT

The next Honey Lake Valley RCD meeting will be **September 22nd, 2022, at 5:30 PM.** The location is the USDA Service Center, 170 Russell Avenue, Suite C, Susanville, CA.

I certify that on Monday, August 22, 2022 agendas were posted as required by Government Code Section 54956 and any other applicable law.

X 

Andrea Stuemky
District Manager

California Department of Transportation

ADOPT-A-HIGHWAY PROGRAM
 1657 RIVERSIDE DRIVE | REDDING, CA 96001
 (530) 225-3277 | FAX (530) 225-3097 TTY 711
www.dot.ca.gov



August 12, 2022

Ms. Merry Wheeler
 Honey Lake Valley Resource Conservation District
 170 Russell Avenue, Suite C
 Susanville, CA 96130

Re: "Honey Lake Valley RCD" Litter Removal Adoption

Dear Ms. Wheeler:

Thank you for your past participation in the Adopt-A-Highway Program. Our records indicate your Adopt-A-Highway Permit is set to expire soon. We regret to inform you we will not be offering your group the opportunity to renew your participation in the Adopt-A-Highway Program.

Please review the checked box(es) and additional comments for an explanation of the decline to renew.

- | | |
|---|---|
| <input type="checkbox"/> Did not notify Caltrans of group leader change. | <input type="checkbox"/> Encroachment Permit not present at work site. |
| <input type="checkbox"/> Did not notify Caltrans five days prior to work. | <input type="checkbox"/> Worker(s) did not stay in permitted work area. |
| <input type="checkbox"/> Did not complete work satisfactorily. | <input type="checkbox"/> Volunteers were below minimum age. |
| <input checked="" type="checkbox"/> Has not met designated work frequency. | <input type="checkbox"/> Minors were not properly supervised. |
| <input type="checkbox"/> Vehicle(s) parked within six feet of traffic lane. | <input type="checkbox"/> Workers not dressed properly. |
| <input type="checkbox"/> Bags were not properly placed along roadside. | <input checked="" type="checkbox"/> Other, see additional comments. |

ADDITIONAL COMMENTS:

Our records indicate in the past 5 years, two cleanups were reported at the site by your volunteer group. The minimum cleanup requirement is 4x a year. The Clean California campaign is placing much-needed attention on the Adopt-A-Highway Program, and we are actively seeking volunteer groups who will clean sites and meet the minimum cleanup requirement.

Thank you for your understanding in this matter. If you have any questions or concerns, you may call the Adopt-A-Highway phone line at 1-866-ADOPTAHWY (1-866-236-7864) or (530) 225-3277.

Sincerely,

SAEDRA STALLINGS
 Adopt-A-Highway Coordinator

HLVRCD Monthly Treasurer's Report:

Jun-22

Opening Balances:	RCD	Watermaster
RCD Checking	\$36,537.42	
RCD Grants	\$35,652.43	
RCD Savings	\$6,400.14	
RCD Restricted Savings	\$0.00	
WM Checking		\$174,888.45
WM Savings		\$33,881.67
Total Opening Balances	\$ 78,589.99	\$208,770.12
Combined Opening Bal		\$ 287,360.11

Debits this Month:	RCD	Watermaster
Card - RCD Checking	\$1,217.64	
Withdrawal - RCD Checking	\$13,804.52	*includes payroll, taxes, and other direct billed items)
Check - RCD Grants	\$532.00	
Card - WM Checking		\$3,382.76
Check - WM Checking		\$32,150.34
Withdrawal - WM Checking		\$7,338.96
Total Debits this Month	\$15,554.16	\$42,872.06
Combined Debits		\$58,426.22

Closing Balances:	RCD	Watermaster
RCD Checking	\$30,704.78	\$ -
RCD Grants	\$50,394.04	
RCD Savings	\$6,400.16	
RCD Restricted Savings	\$0.00	
WM Checking		\$132,016.39
WM Savings		\$37,881.82
Closing Balances	\$87,498.98	\$169,898.21
Combined Closing Balance		\$257,397.19

Checks Written This Month:

Check #	To	For	Amount	Cleared?
RCD - 10012	Larry Bain	Audit 2021-22	\$3,575.00	Y
WM - 10020	Dept. of GS, Office of I	WM truck purchases	\$27,088.00	Y
WM - 10023	Henry Anderson	Mileage Reimbursemer	\$305.84	Y
WM - 10025	BBK	Invoice 937099	\$1,181.50	Y
WM - 10024	Larry Bain	Audit 2021-22	\$3,575.00	Y

Previous Checks Cleared this Month:

Check #	Month Issued	Amount	Description	Cleared?
Grants - 10018	5/9/2022	\$532.00	UAC Report 4	Y

Checks Outstanding:

Check #	Month Issued	Days Outstanding
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HLVRCD Monthly Treasurer's Report:

Jul-22

Opening Balances:	RCD	Watermaster
RCD Checking	\$30,704.78	
RCD Grants	\$50,394.04	
RCD Savings	\$6,400.18	
RCD Restricted Savings	\$0.00	
WM Checking		\$132,016.39
WM Savings		\$37,882.13
Total Opening Balances	\$ 87,499.00	\$169,898.52
Combined Opening Bal		\$ 257,397.52

Debits this Month:	RCD	Watermaster
Card - RCD Checking	\$1,387.85	
Withdrawal - RCD Checking	\$14,351.35	*includes payroll, taxes, and other direct billed items)
Check - RCD Grants		
Withdrawal - RCD Grants	\$5,425.56	
Card - WM Checking		\$1,040.43
Check - WM Checking		\$1,270.24
Withdrawal - WM Checking		\$8,792.22
Total Debits this Month	\$15,739.20	\$11,102.89
Combined Debits		\$26,842.09

Closing Balances:	RCD	Watermaster
RCD Checking	\$29,183.36	\$ -
RCD Grants	\$74,497.69	
RCD Savings	\$6,400.18	
RCD Restricted Savings	\$0.00	
WM Checking		\$186,607.99
WM Savings		\$37,882.13
Closing Balances	\$110,081.23	\$224,490.12
Combined Closing Balance		\$334,571.35

Checks Written This Month:	Check #	To	For	Amount	Cleared?
	WM -10026	Jacksons Service Cente	Work Truck Tires	\$1,270.24	Y

Previous Checks Cleared this Month:	Check #	Month Issued
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Checks Outstanding:



**Prescribed Burn Association
(PBA) Project Coordinator
Position Announcement**

Job Posting: Prescribed Burn Association (PBA) Project Coordinator

Location: Susanville, Lassen County, CA. Due to the nature of this job, this position is not eligible for 100% remote work.

Posting Close Date: Rolling Basis until position is filled.

Status: Part time

Pay: Up to \$32.00 per hour (based on qualification)

Duration of Position: Position funded through July 2024. Additional funding and extended position duration possible.

Honey Lake Valley Resource Conservation District (HLVRCD) is accepting applications for the position of a part-time Prescribed Burn Associated (PBA) Project Coordinator for the Lassen PBA. This position works under direct supervision of the HLVRCD District Manager and HLVRCD Board of Directors.

A prescribed burn association is a group of landowners and other organizations working together to utilize low-intensity fire as a fuels reduction and forest stewardship tool. HLVRCD is working to teach private landowners by providing educational workshops and resources, and hosting demonstration burns to build a knowledgeable public capable of burning in a safe, legal, and ecologically responsible manner. We aim to empower residents by providing opportunities for them to gain experience in using fire as a tool so they can feel comfortable using it on their own land

PRIMARY DUTIES AND RESPONSIBILITIES

The PBA Project Coordinator will work with the District Manager to help create the initial building blocks in building a Lassen Prescribed Burn Association with coordination of various community-led prescribed fire work activities. They will help to coordinate and conducts site visits with new partners to potential fuels treatment sites around the region, assessing feasibility of such partnerships and collaborations, and maintaining professional and collaborative relations with key partners.

The Project Coordinator will report the outcomes and findings of these visits and provide updates regarding relationship building to the team. They will participate in assessment and mapping of burn units, support the drafting of burn plans and smoke management plans, and work closely with on-the-ground partners and landowners in the development of local collaborative efforts and implementation. The Project Coordinator will work with the team to plan, prepare, monitor, and implement prescribed burns.

- Coordinate the association and provide support to its members. The Project Coordinator will be responsible for organizing meetings, burn days, permitting and training opportunities as well as managing communication with members, partners and the public. In addition, the Project Coordinator will be trained to be able to provide site visits and help assist landowners in planning for a burn event.

- Year 1 & 2 Activities:
 - Coordinate PBA Meetings and Burn Days - Deliverables will be meeting notes from each meeting coordinated by the Lassen PBA.
 - Coordinate PBA Trainings - Deliverables will be photos and attendance lists of each training organized by the Lassen PBA.
 - Manage Membership signups and Contact with Landowners - Deliverable will be the list of members at the end Year 2 for the Lassen PBA.
 - Visit Landowners/Burn units - Deliverable will be a spreadsheet of all landowners/burn units visited.
 - Assist Landowners with Burn Planning and Permitting - Deliverable will be a spreadsheet of all landowners who were provided with assistance in planning and permitting, will include data about the type of assistance, acres planned, and total acres burned by county.
 - Coordinate with Partners - Deliverable will be a list of partners that have been engaged in the Lassen PBA during the year.
 - Sharing of local work being done via the CalPBA Podio along with other social media outlets – Deliverable will be list of publications or media engagements
 - Create a monthly written report for HLVRCD board meetings, summarizing the past months' activities and work that was completed.
 - Report the outcomes and findings of site visits and provide updates regarding relationship building to the HLVRCD District Manager on a bi-weekly basis
 - Provide an impact report on how the WRTC-Regional Forest and Fire Capacity Program funding, as well as any Peer Mentoring and/or WRTC coaching, mentoring and trainings, have increased local capacity in the local geographic area.

WORKING CONDITIONS:

- Work Setting, including hazards:
 - The Americans with Disabilities Act of 1990 (ADA) prohibits discrimination against qualified individuals on the basis of disability. The information below outlines considerations for this position and it is intended to outline any accommodations that may be necessary under ADA.
 - This position will require work in an office environment as well as working in the field on uneven terrain carrying a typical fire field pack and possibly tools in all types of weather

- and often smoky conditions.
- Technician will be expected to attend prescribed burns. This will mean that the associate will be exposed to fire heat and flames, smoke from fires and other hazards as anticipated with prescribed burns.
- Walk, bend, stoop, while at times carrying up to 50 pounds of gear and equipment; load and transport equipment and gear.
- Schedule:
 - Regular schedule is part time, hours work per day can be flexible. Plan on 10 to 20 hours per week. Some weeks may be more, some less.
 - Work hours will remain flexible to enhance functionality and productivity to ensure program goals are achieved.
 - Weekend and holiday work may be required.
- Travel Requirements:
 - Frequent traveling to conduct planning and implementation of fuels projects, especially when prescribed burning will be required.
- Tools and Equipment:
 - Normal office equipment will be used.
 - For planning purposes, GPS units and GIS will be used.
 - During burning projects, all firefighting tools and equipment will be used including hand tools, pumps and water handling equipment, UTV/ATV engines, and chainsaws.
- Customer Interactions:
 - Interaction with other agencies and the public will occur regularly to explain fire control and Lassen PBA work.
 - This position will require communications and interaction with the public and county agencies on a regular basis.

Qualifications:

REQUIRED QUALIFICATIONS:

- An associates or Bachelor's degree from a two or four-year college or university involving study in one (1) of the following: Forestry, Biology, Agriculture, Geology, Fire Management, or a closely related science degree.

Experience with GIS and GPS systems, specifically the ability to map project.

- Operational fire experience.

Please note: Professional experience in a related field will substitute year-for-year for education.

Licenses:

- Valid driver's license.

Certificates:

- Associate will be expected to attain applicable certifications during hiring period. These certification trainings will be funded by the district.

Experience in/with:

- Fire ecology (fire behavior, fire effects and by-products and their ecosystem actions), fire weather, fuel types, fuel conditions, fuels assessment, smoke management.
- CAL-TREX trainings and/or willing to participate in CAL-TREX and TREX Trainings and events, along with NWGC courses.
- Working effectively with Committees, Boards, and/or landowners to convey technical information. Ability to effectively correspond verbally with others in all situations.

Knowledge of:

- Tools and techniques used to prepare for and implement Rx burns.
- California State burn laws.
- Smoke management rules and smoke management plans at the State and Federal level.

Ability to:

- Develop and prepare effective and comprehensive correspondence, reports and other written material
- Effectively work with multiple individuals from multiple organizations towards a common goal.
- Effectively communicate, both orally and in writing.
- Develop and present information so that the community and its members who are unfamiliar with Rx fire work can clearly understand content
- Be comfortable managing numerous, and frequently changing tasks and issues, and organizing ones own work priorities and responsibilities.

The employee must know or understand:

- Team building skills: Leads and promotes cooperation and commitment within a team to achieve goals and deliverables.
- People skills: communicates well with others while assigning tasks, instructions, and expectations.
- Communications: Clear oral and written instructions, listening, incorporating, and learning from what supervisors and others have said. Also, when unclear or in doubt regarding direction asks appropriate questions for clarification.
- Safety focus: Adhere to all workplace and safety standards for fire management operations.
- Use of fire management tools and fuel inventory tools.
- Equipment operation (ATV, UTV, 4-wheel drive vehicles, brush fire engine, water pumps)
- Use of water handling equipment

- Takes personal responsibility for the quality and timeliness of work and makes the best use of available time and resources.

PREFERRED QUALIFICATIONS:

- Demonstrated ability to collaborate with other organizations, e.g., Private, Local, State, Federal and/or Tribal, to coordinate efforts to restore fire to fire dependent wildlife habitats.
- Demonstrated ability to plan, coordinate and implement multi-organization fire projects to provide cross-training contemporaneously with fire restoration to fire dependent wildlife habitat.
- Training in ecological monitoring of fire, fire effects and fire by-products.
- Familiar with and/or training in fuels and fire management software.
- Familiar with and experience in fire weather.

Salary Range and Benefits: \$27.00 to \$32.00/hour, depending on experience. A work truck may be available for field visits, when not mileage will be reimbursed at the current federal rate. Teleworking options for office duties. PTO and Sick leave: 3 hours per 80hrs worked, 4 hours per 80hrs worked in a single pay period (to be adjusted for part-time work); increased to 4 hours PTO and 4 hours Sick Leave after 1st year of employment.

***This is a PART TIME position due to grant funding sources. From the point of hiring until April 2023, this position is funded at .25 FTE/10hrs per week. From May 2023 – July 2024, this position is funded at 0.5 FTE/20hrs per week.**

To Apply: Send resume, cover letter, and a list of at least three (3) work references to Andrea Stuemky, HLVRCD District Manager, at astuemky@honeylakevalleyrccd.us.

The HLVRCD has a five-member Board that directs the business of the RCD. It is the policy of the RCD to provide equal employment opportunities to all people without regard to race, religion, color, national origin, ancestry, physical or mental disability, medical condition, marital status, age, sex, or any other classification protected by law, and to promote this policy through a program of affirmative personnel action.

POLICY TITLE: Telework Program
POLICY NUMBER: 2415

2415.1 The District is committed to providing a workplace environment that contributes to organizational objectives and employee well-being. As such, a telework program has been established to meet the needs of both the District and employee. This program is a workplace strategy and not an employee right.

2415.1.1 The terms ‘telework,’ ‘teleworking,’ and ‘telecommuting’ are defined as a work flexibility arrangement established between the District and the employee where the employee performs the duties and responsibilities of their position, and other authorized activities, from a location other than the office.

2415.1.2 An employee’s compensation, benefits, work status, and work responsibilities will not change due to participation in the telework program. Teleworking employees must comply with all organizational rules, policies, and procedures.

2415.2 Eligibility. Candidates for teleworking must be full-time employees with a history of satisfactory or better job performance ratings, with no record of performance or conduct issues. The opportunity to telework must be approved by the employee’s supervisor, who is ultimately responsible for decisions to continue or discontinue the opportunity, following appropriate notification to the employee.

2415.2.1 Selection of employees to participate in the District’s telework program shall be based on specific, written, work-related criteria including:

2415.2.1.1 Employee responsibilities

2415.2.1.2 Need for, and nature of, interaction with other staff and external clients

2415.2.1.3 Need for specialized equipment

2415.2.1.4 Availability of other qualified employees on site

2415.2.1.5 Employee job performance

2415.2.2 An employee that is considered for teleworking must be able to work independently and demonstrate productivity and time management. The resources that an employee needs to do their job must be easily transportable or available electronically.

2415.2.3 Eligibility and suitability of employees to participate in the telework program will vary, depending on the function and responsibilities of the employee. The District will maintain some minimum complement of employees who work on site at the District office in order to function effectively.

2415.2.4 Teleworking is not an alternative to child or elder care and, when applicable, the employee must make appropriate arrangements for dependent care.

2415.3. Schedules and Hours. Telework hours may be different from office work hours; however, teleworkers and their supervisors must agree in writing on designated work hours. A regular schedule, including specific days and hours, must be established by the teleworker and approved by their supervisor. Generally, a teleworker will spend one to two days working from home with the remainder of the scheduled hours working in their office on District's premises. The amount of time the teleworker is expected to work per day or per pay period will not change due to participation in the telework program.

2415.3.1 Overtime hours must be pre-approved in writing by the supervisor. Deviations from the agreed upon schedule must be approved in advance by the supervisor. District policy will be followed for all absences. Teleworkers are responsible for keeping and submitting accurate records of their work hours.

2415.3.2 Supervisors retain the right to require a teleworker to return to the District's office on a regularly scheduled telework day should work situations warrant such an action. If a teleworker is frequently required to return to the District's office during regularly scheduled telework days, the supervisor may re-evaluate the compatibility of the teleworker's job responsibilities with respect to teleworking, or the specific telework schedule.

2415.3.3 Teleworkers are required to account for all time worked in accordance with the District's current timekeeping policies. It is the teleworker's responsibility to submit an accurate accounting of hours worked in a timely manner. If a teleworker is sick while working at home or uses other time off, the teleworker must report hours actually worked on their timesheet and use appropriate leave for the remainder of the hours.

2415.4 Workspace. Teleworkers must have an appropriate work area in their home/remote work location that considers ergonomics, equipment, workspace, noise, and interruption factors. The teleworker's off-site workspace should provide an adequate work area, lighting, telephone service, a reliable internet connection, power, and temperature control.

2415.4.1 The District's liability for job-related accidents will continue to exist during the approved work schedule and in the teleworker's designated work location since the teleworker's remote work space is an extension of the District's workspace. The designated work location must meet Occupational Safety and Health Administration (OSHA) safety rules for the workplace, including: smoke detector; working fire extinguisher; clear, unobstructed exits; removal of hazards that could cause falls; adequate electrical circuitry; and appropriate furniture.

2415.4.2 Homeowner's insurance and any changes in rates or coverage are the responsibility of the employee. Any increase in the teleworker's home utility costs, excluding increased telephone or internet costs, is the responsibility of the employee.

2415.5 Equipment and Supplies. Teleworkers will, in most cases, use District-owned equipment at their off-site workspace with the prior approval of their supervisors provided that the equipment will be used for District work only and its use by a teleworker at their off-site workspace will not impede the work of employees working at the District office. In some cases, teleworkers will provide their own equipment.

2415.5.1 Office supplies will be provided by the District and should be obtained during the teleworker's in-office work period. Out-of-pocket expenses for supplies normally available in the office will not be reimbursed. Teleworkers are responsible for all supplies, equipment, and/or materials provided by District. All items remain property of District and may not be used for personal or other than District use.

2415.5.2 The District does not assume liability for loss, damage, or wear of employee-owned equipment unless otherwise agreed to in writing prior to the occurrence. Maintenance, repair, and replacement of District-owned equipment issued to teleworkers is the responsibility of the District. In the event of equipment damage or malfunction, the teleworker must notify their supervisor immediately. The District reserves the right to enter the home work area for inspection of the equipment if necessary. Repairs to employee-owned equipment are the responsibility of the teleworker.

2415.5.3 Teleworkers must take appropriate action to protect company-provided equipment from damage or theft. District equipment must be returned to the District when an employee terminates or discontinues the telework arrangement. Teleworkers may use their own equipment (e.g., fax machine, printer, photocopier) provided that no cost is incurred by the District. Repair and maintenance of employee-owned equipment is the responsibility of the teleworker.

2415.6. Employee Access and Availability. Teleworkers must be available by phone or email during scheduled hours, with the exception of their scheduled lunch period. Teleworkers are required to have voicemail services to ensure availability. Teleworkers are required to modify their District voicemail announcement to indicate that they may be reached at an alternate number or that the employee will be regularly checking messages. Teleworkers must keep their supervisors notified of any changes to their home/remote contact information.

2415.7. Security. It is the responsibility of the teleworker to take all precautions necessary to secure proprietary information and to prevent unauthorized access. The teleworker is required to observe all office security practices when working outside the District's office to ensure the integrity and confidentiality of proprietary information. Steps to ensure the protection of proprietary information include, but are not limited to, use of locked file cabinets and desks; regular password maintenance; and any other steps appropriate for the job and the environment.

2415.7.1 Teleworkers agree to allow an authorized District representative access to the home/remote work area during prearranged times for business purposes as deemed necessary by the supervisor, including safety inspections; equipment installations and repairs; security assurance; retrieval of District property; and performance evaluations. To ensure hardware and software security, all software used for teleworking must be

approved by the supervisor prior to installation. All software used for teleworking must be virus inspected and each PC must have virus protection software installed. District-owned software may not be duplicated unless authorized through the license agreement. Restricted access materials shall not be taken out of the office or accessed through the computer unless approved in advance by the supervisor.

2415.8. Liability. It is the responsibility of the teleworker to maintain a safe, professional remote work site that is free from potential safety problems. Teleworkers must certify that their homes/remote work spaces are free from workplace hazards by completing a safety checklist. In the case of an injury while working remotely, teleworkers must immediately (or as soon as circumstances permit) report the injury to their supervisor and request instructions for obtaining medical treatment.

2415.9. Application Process. Employees who would like to telework are required to submit a written request. The employee will provide written information concerning job responsibilities, proposed teleworking schedule, types of work tasks to be performed at the off-site work space, and description of the off-site work space/equipment required. Teleworkers will be required to sign a Telework Agreement (E-2415.9) and complete associated documentation.

2415.9.1 Telework arrangements will be on a trial basis for the first three months and may be discontinued at any time at the request of either the teleworker or supervisor. If a telework arrangement is discontinued by the employee's supervisor, every effort will be made to provide notice to the employee. However, there may be instances where no notice is possible. Likewise, if an employee elects to discontinue a telework arrangement, the employee should provide written notice to their supervisor.

2415.9.2 Employees that are teleworking at the time this policy is adopted will be permitted to continue teleworking. Existing teleworkers will need to sign the Telework Agreement and complete the associated documentation that is required of all teleworkers.

Independent Bookkeeper: Katrina Taylor

I am pleased to submit this proposal for services to support Honey Lake Valley Resource Conservation District in achieving its FY 2022-2023 accounting goals. I have eight years of experience providing bookkeeping services to special districts, local governments, and not-for-profit organizations. As you review my resume you will find that my areas of expertise are in management and accounting services with most of my contract work utilizing QuickBooks to maximize program goals. My expertise is in driving growth through communication and not-for-profit overview. If considered for this contract I will work diligently to set high operating standards and have excellent communication with HLVRCD. I believe I would be of an immediate value to your team because my professional work history is in line with the desires outlined in the job description. I have partnered with many not-for-profits to provide immediate value to their mission and goals by successfully improving accounting related services. My experience will show that I am detailed oriented, with a growth mindset, that values working as an independent contractor to provide a bookkeeping experience for my clients that promotes integrity, timely deliverables, and efficiency.

Proposal Content

1. Please see attached resume for a complete overview of the bookkeeping and office management services I have provided to multiple not-for-profits and local state agencies.
2. I would be the only person contracted to this service. I feel confident that I would be able to complete all the required functions of the job with a low margin of error because of my extensive experience using QuickBooks and my experience managing multimillion dollar capital campaigns and office budgets in higher education. In addition, my experience is directly related to the accounting principles for GAAP compliance and audit preparation related to the use of public funds, grants from federal, state, and local agencies, and donations on a program management level. I have a well-rounded understanding of how to track and manage the income and expenses of the financial health with contractual budgets of 4 million dollars or more.
3. As an independent contractor based out of Chico, California I do not have a relationship with HLVRCD that would impede my ability to make integrity-based accounting decisions with all income and expenses.

4. I will communicate with the Board of Directors on a weekly basis by providing the required reports as needed and agreed upon. I have an at-home-work station set up that includes dual monitors, a printer, camera, headset, and a travel laptop. I will check my emails daily and respond promptly. Other technologies I will leverage to communicate effectively and efficiently with the team is Zoom, Teams, Excel, conference calls, and emails. My ability to utilize various computer applications and technologies is thorough.
5. Schedule of fees for all areas of bookkeeping services provided by me would be an hourly rate of \$45. Travel expenses will be reimbursed to me on a case-by-case basis. Mileage would be reimbursed for any travel required outside of Butte County and if an overnight stay is required then lodging and a per diem rate of \$75/day should be provided to me by client. Any fees associated with QuickBooks or other applications that are specific to HLVRCD should be paid for by HLVRCD. These applications do not include programs such as Microsoft word, adobe sign, or data storage for my at-home-office set up. I will be responsible for paying all taxes on the income earned from this contract.
6. Stephanie Shimada, UCD, 530-379-9672; Barbara Johnson, CSUC 510-393-1921; Kathryn Saborido, WJUSD 530-413-3730

Katrina Taylor
Katrina.taylor3128@gmail.com
(530) 312-1188

February – Present	Chico State	Chico, Ca
Office Manager		
<ul style="list-style-type: none">• Responsible for maintaining the Office of Admissions 3.1-million-dollar budget.• Provide weekly, monthly, and annual reports to Director and the University Budget Office.• Work directly with vendors to submit timely payments.• Provide administrative support to ensure the prompt entry of all funds received and expenses.• Certificate program for Student Academic Advising• Part of the leadership team that meets weekly to discuss strategic goals for the department and strategic alignment with the budget.		
<hr/>		
November 2019 – December 2021	UC Davis	Davis, Ca
Administrative Assistant III (BLANK AST 3)		
<ul style="list-style-type: none">• Provided travel and event support to the entire faculty.• Experience managing travel arrangements and travel reimbursement.• Worked directly with the CAO to fulfill accounting goals.• Coordinated meetings for the faculty, administration, and staff.• Strong ability to utilize multiple databases to complete tasks.• Knowledge of University travel policies and procedures.• Proficient using the Quali financial system such as budget adjustments, expiring accounts, creating honorariums and vendors, and general error corrections.• Understand langlit.zendesk to disburse and monitor tasks.• Ability to update and edit the University websites office hours and course descriptions.• Provided administrative and scheduling support to Professors, Instructors, Teaching Assistance, and Publishers.• Certificate program for Student Academic Advising		
<hr/>		
September 2016 – Present	WJUSD	Woodland, Ca
Substitute Teacher		
<ul style="list-style-type: none">• Experience teaching grades K-8th.• Extensive knowledge around child development programs, practices, and procedures.• Comfortable with being responsible for groups of 1- 35 children of various age ranges at one time.		
<hr/>		
January 2017- December 2019	Yolo Farm to Fork	Woodland/West Sac/Davis, Ca
Program Coordinator for Yolo County Growing Lunch Program		
<ul style="list-style-type: none">• Provided program supported to eleven elementary school gardens throughout Yolo County.• Worked directly with UCD and WCC to promote educational opportunities for students with our nonprofit.• Coordinated meetings between the President, Executive Director; Program Coordinators, Community Members and Education Leaders to enhance our growing lunch program in all of Yolo County.• Kept accurate records of program activities and data.• Established strategic plans to increase community awareness and support of our elementary school.• Fundraiser and event marketing for our elementary school gardens such as Dig in Yolo, Dinner on Main St. and Park Winters Gala, raising between \$3k to \$30k.• Managed a group of 10-15 interns and an administration intern.• Project Manager for a nutrition-based summer camp at Whitehead Elementary where I taught nutritional activities, lessons and cooking classes.• Research and data analysis of elementary school garden programs for grant writing.• Distributed surveys and questionnaires to educators, students, administrators, and community members.• Conducted interviews of all interns for the program.• Highly skilled working with individuals such as, faculty, students, executives, contractors, and the community.		
<hr/>		
June 2016 – December 2019 Sac/Davis, Ca	Yolo Farm to Fork	Woodland/West
Bookkeeper		

References available upon request.

- Responsible for accurately recording all AP and AR transactions.
- Maintained excellent communication with the CPA, President and Project Coordinator.
- Prepared quarterly and annual budget statements and weekly P&L reports.
- Understand the importance of confidentiality of records and information concerning other employees, including personal donations, grants and awards.
- Provided the administration of contract deliverables in a non-profit setting.
- Assisted in annual budget planning and prepare year-to date reports for the Board of Directors.
- Responsible for coordinating safety policies.

July 2018 – June 2019 **Center for Land-Based Learning** **Winters, Ca**
Development Associate

- Responsible for accurately recording all donations to the Capital Campaign.
- Assisted in managing \$4 million dollars in raised donation by maintaining multiple databases.
- Maintained excellent communication with the CPA, Executive Director, Director of Development, and Campaign Manager.
- Prepared quarterly and annual payment reports and activity reports.
- Understand the importance of confidentiality of records and information concerning other employees and clients, including personal donations, grants and awards.
- Provided excellent administration coordination support for the entire staff.
- Assisted in budget planning and prepare year-to-date reports.
- Responsible for scheduling all meetings and RSVPs to events.
- Experience managing complex electronic calendars and schedules.
- Kept excellent meeting minutes, maintaining files, and tracking financial systems.
- Responsible for coordinating safety policies with the Director of Development.

April 2003 – November 2015 **In N Out Burger** **Sacramento, Ca**
Manager

- Participated in policy development and implementation of regulations.
- Research and analyzed the cost, duration, scope, quality and methods of providing business in a timely and cost-effective manner.
- Responsible for inventory, planning, organizing and facilitating meetings and work groups with the management and corporation.
- Proficient in Microsoft Word, Excel, PowerPoint, QuickBooks, Adobe and Outlook.
- Served as a lead manager for the division on many training exercises.
- Maintained a leadership position through effective verbal and written communication, the ability to set priorities and manage multiple tasks simultaneously.
- Accomplished P&L reports by verifying account variances thoroughly examining and balancing information from sales, customer service, training and labor.
- Responsible for monitoring customer reviews and provide feedback on aspects to improve service.

Education

Master of Education in Child Development	Graduation Date: May 2021
California State University, Sacramento - Concentration in Minority Identity Development	
Courses in Project Management	Graduation Date: Continuous
University of California Berkeley	
Bachelor of Arts in Anthropology	Graduation Date: May 2012
California State University, Sacramento - Concentration in Biology	
Substitute Teacher Certificate	2016 - Present

Extra-Curricular Activities

- Hey Jane! Advisory Board Member 2022-present
- Yolo County Farm to Fork Business Committee Member and active volunteer 2016-2019
- Opening Doors Ince, Mentor 2012
- Sacramento State Anthropology Society Board Member, 2010-2012
- Lambda Phi Alpha, Anthropology Honor Society 2010-2012
- Mentor, Opening Doors Inc. 2010-2011

References available upon request.

- Chico Area Recreation District, Coach & Recreation Lead 2005-2009
-

Useful Skills

- Advanced skills in Microsoft Word, Excel, PowerPoint, QuickBooks, Adobe, Canva, Teams, Zoom and Outlook
- Efficient in managing and auditing
- Grant writing and research
- Training and Leadership
- Data analysis
- 75 WPM
- KFS Certificates: Financial Transactions, Performing Budget Adjustments, AggieBuy 101, and Purchasing Online Training, Academic Peer Advising Certificate Series

References available upon request.



J-U-B ENGINEERS, Inc. AGREEMENT FOR PROFESSIONAL SERVICES

J-U-B Project No.: 49-21-002
J-U-B Project Manager: BWV

This Agreement entered into and effective this 1st day of August 2022, between Honey Lake Valley Resource Conservation District (HLVRCD), hereinafter referred to as the "CLIENT" and J-U-B ENGINEERS, Inc., an Idaho corporation, hereinafter referred to as "J-U-B".

WITNESSETH:

WHEREAS the CLIENT intends to: Construct the Old Channel Project hereinafter referred to as the "Project". The Services to be performed by J-U-B are hereinafter referred to as the "Services."

NOW, THEREFORE, the CLIENT and J-U-B, in consideration of their mutual covenants herein, agree as set forth below:

CLIENT INFORMATION AND RESPONSIBILITIES

The CLIENT will provide to J-U-B all criteria and full information as to CLIENT's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards, rules and laws which CLIENT or others will require to be included in the drawings and specifications, and upon which J-U-B can rely for completeness and accuracy.

The CLIENT will furnish to J-U-B all data, documents, and other items in CLIENT's possession, or reasonably obtainable by CLIENT, including, without limitation: 1) borings, probings and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment; 2) appropriate professional interpretations of all of the foregoing; 3) environmental assessment and impact statements; 4) surveys of record, property descriptions, zoning, deeds and other land use restrictions, rules and laws; and 5) other special data or consultations, all of which J-U-B may use and rely upon in performing Services under this Agreement.

The CLIENT will obtain, arrange and pay for all advertisements for bids, permits and licenses, and similar fees and charges required by authorities, and provide all land, easements, rights-of-ways and access necessary for J-U-B's Services and the Project.

In addition, the CLIENT will furnish to J-U-B those items described in **Attachment 1**.

PROJECT REPRESENTATIVES

The CLIENT and J-U-B hereby designate their authorized representatives to act on their behalf with respect to the Services and responsibilities under this Agreement. The following designated representatives are authorized to receive notices, transmit information, and make decisions regarding the Project and Services on behalf of their respective parties, except as expressly limited herein. These representatives are not authorized to alter or modify the TERMS AND CONDITIONS of this Agreement.

For the CLIENT:

1.	Name	<u>Andrea Stuemky</u>	Work telephone	<u>530-260-0067</u>
	Address	<u>170 Russel Ave., Suite C</u>	Home/cell phone	<u>530-260-0067</u>
		<u>Susanville, CA 96130</u>	FAX telephone	<u></u>
		<u></u>	E-mail address	<u>astuemky@honeylakevalleyrcd.us</u>

For J-U-B:

1.	Name	<u>Ben W. Volk, PE</u>	Work telephone	<u>775-437-9328</u>
	Address	<u>5190 Neil Rd. Ste. 500</u>	Cell phone	<u>509-521-6249</u>
		<u>Reno, NV 89502</u>	FAX telephone	<u></u>
		<u></u>	E-mail address	<u>bvolk@jub.com</u>

In the event any changes are made to the authorized representatives or other information listed above, the CLIENT and J-U-B agree to furnish each other timely, written notice of such changes.

SERVICES TO BE PERFORMED BY J-U-B ("Services")

J-U-B will perform the Services described in **Attachment 1** in a manner consistent with the applicable standard of care. J-U-B's services shall be limited to those expressly set forth therein, and J-U-B shall have no other obligations, duties, or responsibilities for the Project except as provided in this Agreement.

SCHEDULE OF SERVICES TO BE PERFORMED

J-U-B will perform said Services in accordance with the schedule described in **Attachment 1** in a manner consistent with the applicable standard of care. This schedule shall be equitably adjusted as the Project progresses, allowing for changes in scope, character or size of the Project requested by the CLIENT or for delays or other causes beyond J-U-B's control.

BASIS OF FEE

The CLIENT will pay J-U-B for their Services and reimbursable expenses as described in **Attachment 1**. A ten percent administrative fee will be applied to sub-consultant invoices.

Other work that J-U-B performs in relation to the Project at the written request or acquiescence of the CLIENT, which are not defined as Services, shall be considered "Additional Services" and subject to the express terms and conditions of this Agreement. Unless otherwise agreed, the CLIENT will pay J-U-B for Additional Services on a time and materials basis. Resetting of survey and/or construction stakes shall constitute Additional Services.

File Folder Title: 49-21-002, HLVRCO Old Channel Project

Remarks: _____

The Notice to Proceed, by the CLIENT, verbal or written, or execution of the Agreement shall constitute acceptance of the terms of this Agreement. THE TERMS AND CONDITIONS ON PAGES 3 AND 4, INCLUDING RISK ALLOCATION, ARE PART OF THIS AGREEMENT. THE CLIENT AGREES TO SAID TERMS AND CONDITIONS FOR ALL SERVICES AND ADDITIONAL SERVICES. Special Provisions that modify these TERMS AND CONDITIONS, if any, are included in Attachment 2. All other modifications to these terms and conditions must be in writing and signed by both parties.

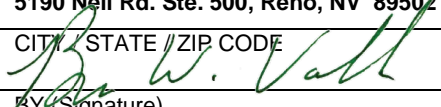
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written. These parties represent and acknowledge that they have authority to execute this Agreement.

CLIENT:
Honey Lake Valley Resource Conservation District

J-U-B ENGINEERS, Inc.:

NAME
Andrea Stuemky, District Manager
STREET
170 Russell Ave., Suite C, Susanville, CA 96130
CITY / STATE / ZIP CODE

STREET
5190 Neil Rd. Ste. 500, Reno, NV 89502
CITY / STATE / ZIP CODE



BY (Signature)
Ben W. Volk, P.E./Program Manager

BY (Signature)
Andrea Stuemky/District Manager

NAME / TITLE

NAME / TITLE

- Applicable Attachments or Exhibits to this Agreement are indicated as marked.* **Attachment 1** – Scope of Services, Schedule, and Basis of Fee
- Attachment 2** – Special Provisions
- Standard Exhibit A** – Construction Phase Services

BY (Signature)
Jesse Claypool/Board Chair

ADDITIONAL NAME / TITLE

REV: 5/20

DISTRIBUTION: Accounting; Project File; CLIENT

J-U-B ENGINEERS, Inc.

TERMS AND CONDITIONS

GENERAL

All J-U-B Services shall be covered by this Agreement. The Services will be performed in accordance with the care and skill ordinarily used by members of the subject profession practicing under like circumstances at the same time and in the same locality. **J-U-B MAKES NO WARRANTY EITHER EXPRESS OR IMPLIED ON BEHALF OF IT OR OTHERS.** Nothing herein shall create a fiduciary duty between the parties.

The CLIENT acknowledges and agrees that requirements governing the Project may be ambiguous and otherwise subject to various and possibly contradictory interpretations and J-U-B is, therefore, only responsible to use its reasonable professional efforts and judgment to interpret such requirements. Accordingly, CLIENT should prepare and plan for clarifications or modifications which may impact both the cost and schedule of the Project.

J-U-B shall not be responsible for acts or omissions of any other party involved in the Project, including but not limited to the following: the failure of CLIENT or a third party to follow J-U-B's recommendations; the means, methods, techniques, sequences or procedures of construction; safety programs and precautions selected by third parties; compliance by CLIENT or third parties with laws, rules, regulations, ordinances, codes, orders or authority; and delays caused by CLIENT or third parties. CLIENT, therefore, releases and shall indemnify, defend and hold J-U-B harmless from the acts, errors, or omissions of CLIENT or third parties involved in the Project.

J-U-B shall not be required to execute any documents, no matter by whom requested, that would result in J-U-B's having to certify, guarantee or warrant the existence of conditions. CLIENT acknowledges that subsurface conditions can vary widely between adjacent samples and test points, and therefore J-U-B makes no warranty or other representation regarding soil investigations and characterization of subsurface conditions for the Project.

Any sales tax or other tax on the Services rendered under this Agreement, additional costs due to changes in regulation, and fees for credit card payment transactions shall be paid by the CLIENT.

CLIENT grants J-U-B and its subsidiaries the unrestricted right to take, use, and publish images, or edited images, of the project site and workers for J-U-B's purposes including, but not limited to, website, intranet, and marketing. This right shall survive the termination of this Agreement.

REUSE OF DOCUMENTS

Documents that may be relied upon by CLIENT as instruments of service under this Agreement are limited to the printed copies (also known as hard copies) that are signed or sealed by J-U-B (including non-vector PDF facsimiles thereof). All printed materials or other communication or information ("Documents") that may be prepared or furnished by J-U-B pursuant to this Agreement are instruments of service with respect to the Project. J-U-B grants CLIENT a limited license to use the Documents on the Project subject to receipt by J-U-B of full payment for all Services related to preparation of the Documents.

Although CLIENT may make and retain copies of Documents for reference, J-U-B shall retain all common law, statutory and other reserved rights, including the copyright thereto, and the same shall not be reused on this Project or any other Project without J-U-B's prior written consent. Submission or distribution of Documents to meet regulatory or permitting requirements, or for similar purposes, in connection with the Project, including but not limited to distribution to contractors or subcontractors for the performance of their work, is not to be construed as publication adversely affecting the reserved rights of J-U-B.

Any reuse without written consent by J-U-B, or without verification or adoption by J-U-B for the specific purpose intended by the reuse, will be at CLIENT's sole risk and without liability or legal exposure to J-U-B. The CLIENT shall release, defend, indemnify, and hold J-U-B harmless from any claims, damages, actions or causes of action, losses, and expenses, including reasonable attorneys' and expert fees, arising out of or resulting from such reuse.

CONSTRUCTION PHASE SERVICES

It is understood and agreed that J-U-B does not have control over, and neither the professional activities of J-U-B nor the presence of J-U-B at the Project Site shall give, J-U-B control over contractor(s) work nor shall J-U-B have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by contractor(s), for safety precautions and programs incident to the work of the contractor(s) or for any failure of contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to contractor(s)

furnishing and performing their work or providing any health and safety precautions required by any regulatory agencies. Accordingly, J-U-B does not guarantee or warrant the performance of the construction contracts by contractor(s), nor assume responsibility of contractor(s)' failure to furnish and perform their work in accordance with the Contract Documents.

The CLIENT agrees that the general contractor shall be solely responsible for jobsite safety, and CLIENT agrees that this intent shall be set forth in the CLIENT's contract with the general contractor. The CLIENT also agrees that the CLIENT, J-U-B, and J-U-B's subconsultants shall be indemnified by the general contractor in the event of general contractor's failure to assure jobsite safety and shall be made additional insureds under the general contractor's policies of general liability insurance.

NOTE on Coronavirus: The contractor and contractor's COVID-19 Site Supervisor are responsible for full monitoring, compliance, and enforcement of the contractor's plan. J-U-B's review or other actions related to the contractor COVID-19 plan do not extend to the means, methods, techniques, sequences, or procedures of construction or to the safety precautions and programs incident thereto.

If **Standard Exhibit A – Construction Phase Services** is attached, the additional terms contained therein apply to this Agreement.

OPINIONS OF COST AND PROJECT FINANCIAL INFORMATION

CLIENT understands that J-U-B has no control over the cost of labor, materials, equipment or services furnished by others, the contractor(s)' methods of determining prices, nor bidding or market conditions. J-U-B's opinions of probable Project costs and construction, if any, are to be made on the basis of J-U-B's experience, and represent J-U-B's best judgment as a professional engineer, familiar with the construction industry.

CLIENT understands and acknowledges that J-U-B cannot and does not guarantee that proposals, bids or actual Project or construction costs will not vary from opinions of probable cost prepared by J-U-B. J-U-B's Services to modify the Project to bring the construction costs within any limitation established by the CLIENT will be considered Additional Services and paid for as such by the CLIENT in accordance with the terms herein.

CLIENT agrees that J-U-B is not acting as a financial advisor to the CLIENT and does not owe CLIENT or any third party a fiduciary duty pursuant to Section 15B of the Exchange Act with respect to J-U-B's professional Services. J-U-B will not give advice or make specific recommendations regarding municipal securities or investments and is therefore exempt from registration with the SEC under the municipal advisors rule. CLIENT agrees to retain a registered financial municipal advisor as appropriate for Project financing and implementation.

TIMES OF PAYMENTS

J-U-B shall submit monthly statements for Services rendered and for expenses incurred, which statements are due on presentation. CLIENT shall make prompt monthly payments. If CLIENT fails to make any payment in full within thirty (30) days after receipt of J-U-B's statement, the amounts due J-U-B will accrue interest at the rate of 1% per month from said thirtieth day or at the maximum interest rate allowed by law, whichever is less.

If the CLIENT fails to make payments when due or otherwise is in breach of this Agreement, J-U-B may suspend performance of Services upon five (5) days' notice to the CLIENT. J-U-B shall have no liability whatsoever to the CLIENT for any costs or damages as a result of such suspension caused by any breach of the Agreement by the CLIENT. Upon cure of breach or payment in full by the CLIENT within thirty (30) days of the date breach occurred or payment is due, J-U-B shall resume Services under the Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension, plus any other reasonable time and expense necessary for J-U-B to resume performance. If the CLIENT fails to make payment as provided herein and cure any other breach of this Agreement within thirty (30) days after suspension of Services, such failure shall constitute a material breach of this Agreement and shall be cause for termination of this Agreement by J-U-B.

CLIENT shall promptly review J-U-B's invoices and shall notify J-U-B in writing of any dispute with said invoice, or portion thereof, within thirty (30) days of receipt. Failure to provide notice to J-U-B of any dispute as required herein shall constitute a waiver of any such dispute. CLIENT shall pay all undisputed portions of such invoice as required by this Agreement. Client shall not withhold any payment or portion thereof as an offset to any current or prospective claim.

TERMINATION

The obligation to provide further Services under the Agreement may be terminated by either party upon thirty (30) days' written notice. If this Agreement is terminated by either party, J-U-B will be paid for Services and Additional Services rendered and for expenses incurred. In addition to any other remedies at law or equity, if the Agreement is terminated by the CLIENT for reasons other than J-U-B's material breach of this Agreement, or is terminated by J-U-B for CLIENT's material breach of this Agreement, J-U-B shall be paid a termination fee which shall include: the cost and expense J-U-B incurs in withdrawing its labor and resources from the Project, the costs and expense incurred by J-U-B to obtain and engage in a new Project with the labor and resources withdrawn from the Project, and the lost profit on the remainder of the work.

RISK ALLOCATION

In recognition and equitable allocation of relative risks and benefits of the Project, CLIENT limits the total aggregate liability of J-U-B and its employees and consultants, whether in tort or in contract, for any cause of action, as follows: 1) for insured liabilities, to the amount of insurance then available to fund any settlement, award, or verdict, or 2) if no such insurance coverage is held or available with respect to the cause of action, twenty five thousand dollars (\$25,000.00) or one hundred percent (100%) of the fee paid to J-U-B under this Agreement, whichever is less. J-U-B shall provide certificates evidencing insurance coverage at the request of the CLIENT. For purposes of this section, attorney fees, expert fees and other costs incurred by J-U-B, its employees, consultants, insurance carriers in the defense of such claim shall be included in calculating the total aggregate liability.

The CLIENT agrees that J-U-B is not responsible for damages arising directly or indirectly from any delays for causes beyond J-U-B's control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; emergencies or acts of God; failure of any government agency or other third party to act in a timely manner; failure of performance by the CLIENT or the CLIENT's contractors or consultants; or discovery of any hazardous substance or differing site conditions. In addition, if the delays resulting from any such causes increase the cost or time required by J-U-B to perform its Services in an orderly and efficient manner, J-U-B shall be entitled to an equitable adjustment in schedule and compensation.

Notwithstanding any other provision contained within this Agreement, nothing shall be construed so as to void, vitiate, or adversely affect any insurance coverage held by either party to this Agreement. The CLIENT further agrees that, to the fullest extent permitted by law, no shareholder, officer, director, or employee of J-U-B shall have personal liability under this Agreement, or for any matter in connection with the professional services provided in connection with the Project.

Neither CLIENT nor J-U-B shall be responsible for incidental, indirect, or consequential damages.

HAZARDOUS WASTE, ASBESTOS, AND TOXIC MATERIALS

The CLIENT agrees, notwithstanding any other provision of this Agreement, to the fullest extent permitted by law, to indemnify and hold harmless J-U-B, its officers, employees, successors, partners, heirs and assigns (collectively, J-U-B) from and against any and all claims, suits, demands, liabilities, losses, damages or costs, including reasonable attorneys' fees and defense costs arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos or hazardous or toxic substances, products or materials that exist on, about or adjacent to the Project location, whether liability arises under breach of contract or warranty, tort, including negligence, strict liability or statutory liability or any other cause of action, except for the sole negligence or willful misconduct of J-U-B.

RIGHT OF ENTRY

The CLIENT shall provide J-U-B adequate and timely access to all property reasonably necessary to the performance of J-U-B and its subconsultant's services. The CLIENT understands that use of testing or other equipment may unavoidably cause some damage, the correction of which, or compensation for, is expressly disclaimed by J-U-B. Any such costs incurred are CLIENT's sole responsibility.

MEDIATION BEFORE LITIGATION

Any and all disputes arising out of or related to the Agreement, except for the payment of J-U-B's fees, shall be submitted to nonbinding mediation before a mutually-acceptable mediator as a condition precedent to litigation or other binding adjudicative procedure unless the parties mutually agree otherwise. The CLIENT further agrees to include a similar mediation provision in all agreements with independent contractors,

consultants, subcontractors, subconsultants, suppliers and fabricators on the Project, thereby providing for mediation as the primary method for dispute resolution among all the parties involved in the Project. In the event the parties are unable to agree on a mediator, said mediator shall be appointed by a court of competent jurisdiction or, if not possible, the American Arbitration Association. If a dispute relates to, or is the subject of a lien arising out of J-U-B's Services, J-U-B or its subconsultants may proceed in accordance with applicable law to comply with the lien notice and filing deadlines prior to submission of the matter by mediation.

LIMITATION PERIODS

For statutes of limitation or repose purposes, any and all CLIENT claims shall be deemed to have accrued no later than the date of substantial completion of J-U-B's Services.

LEGAL FEES

For any action arising out of or relating to this Agreement, the Services, or the Project, each party shall bear its own attorneys fees and costs.

SURVIVAL

All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

EXTENT OF AGREEMENT

In entering into this Agreement, neither party has relied upon any statement, estimate, forecast, projection, representation, warranty, action, or agreement of the other party except for those expressly contained in this Agreement. CLIENT shall include a similar provision in its contracts with any contractor, subcontractor, or consultant stating that any such contractor, subcontractor, or consultant is not relying upon any statement, estimate, forecast, projection, representation, warranty, action, or agreement of J-U-B when entering into its agreement with CLIENT.

This Agreement represents the entire and integrated agreement between the CLIENT and J-U-B and supersedes all prior negotiations, representations or agreements, either written or oral. The Agreement may be amended only by written instrument signed by both CLIENT and J-U-B.

In the event any provision herein or portion thereof is invalid or unenforceable, the remaining provisions shall remain valid and enforceable. Waiver or a breach of any provision is not a waiver of a subsequent breach of the same of any other provision.

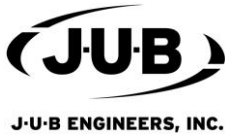
SUCCESSORS AND ASSIGNS

Neither party shall assign, sublet, or transfer any rights or interest (including, without limitation, moneys that are due or may become due) or claims under this Agreement without the prior, express, written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated in any written consent to an assignment, no assignment will release the assignor from any obligations under this Agreement.

No third party beneficiary rights are intended or created under this Agreement, nor does this Agreement create any cause of action in favor of any third party hereto. J-U-B's Services under this Agreement are being performed solely for the CLIENT's benefit, and no other party or entity shall have any claim against J-U-B because of this Agreement or the performance or nonperformance of Services hereunder. In the event of such third party claim, CLIENT agrees to indemnify and hold J-U-B harmless from the same. The CLIENT agrees to require a similar provision in all contracts with contractors, subcontractors, consultants, vendors and other entities involved in the Project to carry out the intent of this provision to make express to third parties that they are not third party beneficiaries.

CONTROLLING LAW, JURISDICTION, AND VENUE

This Agreement shall be interpreted and enforced in and according to the laws of the state in which the Project is primarily located. Venue of any dispute resolution process arising out of or related to this Agreement shall be in the state in which the Project is primarily located and subject to the exclusive jurisdiction of said state.



**J-U-B ENGINEERS, Inc.
AGREEMENT FOR PROFESSIONAL SERVICES**

Attachment 1 – Scope of Services, Basis of Fee, and Schedule

PROJECT NAME: HLVRCD Old Channel Project

CLIENT: Honey Lake Valley Resource Conservation District (HLVRCD)

J-U-B PROJECT NUMBER: 49-21-002

CLIENT PROJECT NUMBER: N/A

ATTACHMENT TO:

AGREEMENT DATED: 8/1/2022; or

AUTHORIZATION FOR ADDITIONAL SERVICES #X; DATED: Click or tap to enter a date.

The referenced Agreement for Professional Services executed between J-U-B ENGINEERS, Inc. (J-U-B) and the CLIENT is amended and supplemented to include the following provisions regarding the Scope of Services, Basis of Fee, and/or Schedule:

PART 1 - PROJECT UNDERSTANDING

J-U-B's understanding of this project's history and CLIENT's general intent and scope of the project are described as follows: The Budget Act of 2021 allocated \$300 million to the California State Department of Water Resources (DWR) to deliver grants for interim and immediate drought relief to urban communities and for multi-benefit projects under the Urban and Multi-benefit Drought Relief Grant Program.

The CLIENT accepted a grant from DWR for \$3.97M on March 28, 2022 for the Old Channel Project (Project) which was identified as a high priority in the Lahontan Basin Integrated Regional Water Management Plan. The CLIENT intends to complete the public involvement, permitting, design, and construction administration of the Project. J-U-B was selected by the CLIENT on December 7, 2021 to complete the permitting, design, and construction of the Project. The Grant Agreement between the State of California Department of Water Resources (DWR) and the Honey Lake Valley RCD (HLVRCD), Agreement Number 4600014622, was signed on June 22, 2022. A copy of the Grant Agreement is attached (See Exhibit B). Under the Grant Agreement, all work shall be completed by July 31, 2024.

The CLIENT will be the lead agency coordinating the funding of the Project. The Project will be developed in collaboration with the following project stakeholders: Lassen County, City of Susanville, Lassen Irrigation Company, Lahontan Regional Water Quality Control Board and the Susanville Indian Rancheria. Additional partners will be identified throughout the Project.

The Old Channel (Channel) Lining Project provides water conservation by re-establishing and lining or piping approximately 2,415 feet of the Channel with a concrete liner or pipe and improves water quality by installing multiple sand/oil interceptors to filter stormwater before entering the Channel. The Channel is currently unlined and obstructed by heavy vegetation. The unlined channel carries harmful pollutants and contaminants to the critical habitat at Honey Lake as well as farmers' fields and crops. The pollutants and contaminants come from the unfiltered storm drain and drop inlets from City of Susanville roads, old pollution plumes from petroleum plants, and commercial parking lots bordering the Channel. Mitigation of stormwater pollution will be performed by using new stormwater pretreatment structures before discharging into vegetated swales or pipelines and, ultimately, into the Channel. A maintenance road with gates will be constructed along the Channel to provide a recreational pedestrian trail and multi-modal connectivity between existing public paths while giving access to the Grantee to maintain their water supply improvements.

Lining or piping the Channel will provide water reliability, quality, and resiliency during normal and drought conditions. This project will reduce water losses by an estimated 455 acre-feet annually.

PART 2 - SCOPE OF SERVICES BY J-U-B

J-U-B's Services under this Agreement are limited to the following tasks. Any other items necessary to plan and implement the project, including but not limited to those specifically listed in PART 3, are the responsibility of CLIENT.

A. Task 010: Project Management

1. Set up project into J-U-B's financial and record keeping systems for document retention and project controls.
2. Conduct project planning and risk assessment.
3. Coordinate quality assurance / quality control (QA/QC) processes.
4. Communicate and coordinate J-U-B team activities with kickoff and progress meetings as required.
5. Communicate and coordinate subconsultant activities under J-U-B, if necessary.
6. Regularly monitor project status, budget and schedule.
7. Attend client meetings to report project status.
8. During periods of project activity, provide a regular report to CLIENT on project status, budget and schedule.
9. Provide a monthly invoice including budget status.
10. Provide ongoing document handling and filing including an Auditable Project File.
11. Assist with preparation and submittal of deliverables, invoices and progress reports to the DWR Grants Review and Tracking System (GRanTS). This task is outlined in further detail in the Grant Agreement as well as the Invoice Packet discussed during the DWR Kick-Off Meeting held July 13, 2022.
12. Provide Certificate of Project Completion signed by a California Registered Civil Engineer.

B. Task 020: QC Reviews

1. Conduct internal reviews at appropriate phases for quality control and assurance.

C. Task 030: Data Collection and Analysis

1. J-U-B will gather existing data available for, and relevant to, the project and review the data. This is assumed to include past studies, past permitting data, existing topographic and LIDAR data, nearby geotechnical reports, etc. The team will review the found data and review the existing conditions for the proposed project.
2. Site Visits and General Tasks
 - a. J-U-B will conduct an initial site visits to the project site. It is anticipated that this will happen in one day, and J-U-B will be accompanied by a CLIENT representative.
 - b. J-U-B will be responsible for evaluation of the proposed Project site.
3. Survey – J-U-B
 - a. J-U-B will provide a topographic survey of the Project site.
4. Soil Characterization/Geotechnical Review
 - a. During the site visit, the team will visually inspect the soil types along the project and make an estimate of the soil classifications for the canal.

- b. Based on our understanding of the project, we propose a geotechnical scope of work that includes a review of relevant project literature, a field exploration consisting of exploratory borings, laboratory testing of soil samples, and engineering analysis.
- c. Fieldwork – Subsurface Exploration
- d. Laboratory Testing
- e. Geotechnical Report

After completion of the field exploration and laboratory testing programs, we will evaluate the results, develop geotechnical design recommendations, and prepare a geotechnical engineering report including the following information:

- A summary of known project information
- A discussion of the existing surface conditions at the time of our field exploration program
- A brief discussion of our field exploration and laboratory testing programs
- A discussion of the subsurface conditions encountered within the explored depths
- A geologic discussion
- Recommendations for foundation types, including allowable bearing capacity, passive pressure, coefficient of friction, and estimated settlements
- Earthwork/backfill requirements, including site preparations, fill placement, and suitability of existing soils for use as fill materials
- Subgrade preparation requirements
- Recommendations for the type of cement in concrete in contact with onsite soils
- A plan indicating the approximate locations of our explorations
- Logs of the explorations and results of laboratory tests
- Maps of soil types and foundation recommendations.

D. Task 040: Design Phase Services

1. For this task, J-U-B will:
 - a. Provide Final Design Drawings suitable for public bidding per the schedule noted in Part 4 of this agreement.
 - b. Assumptions:
 - i. No right-of-way or easements will be required for the project.
 - ii. J-U-B will assist with Public Involvement efforts.
 - iii. Design will be limited to the Old Channel Canal from the Susan River Diversion to the location where the Old Channel Canal crosses Riverside Drive. No improvements are anticipated at the Diversion structure except for possible measurement device improvements.
 - iv. At this time, the Old Channel easement is in place, and a new easement will not be required. Easements may be required for access to stormwater quality infrastructure if the construction occurs outside of the Channel easement. The CLIENT will facilitate acquisition of the stormwater easement, if required.
2. Subtask 001: 30% Conceptual Design

- a. J-U-B will prepare conceptual plan sheets for review by the CLIENT. The 30% conceptual plans will have limited detail but will represent the intent of the project. The concept plan set will generally include overall site plans, plan view of canal route, general process plan views, critical sections, and similar information. No callouts, details, sections, structural, or electrical/controls design sheets will be included. The purpose of the concept plan submittal is to detail the probable project layout and identify constraints or issues that need to be addressed before progressing into detailed design. The plan set will be submitted electronically to the CLIENT.
 - b. J-U-B will meet with the CLIENT to discuss and review the 30% documents. Meeting notes and action items will be submitted electronically following the meeting.
 - c. Deliverables:
 - i. 30% concept plans in electronic pdf format.
 - ii. Meeting notes and action items.
3. Subtask 002: 60% Draft Plans & Technical Specifications
- a. J-U-B will proceed with plan development to the 60% progress stage based upon feedback from the 30% concept plan meeting. The 60% progress plans will incorporate comments from the concept review and include detailed information with potential work call outs. The plan set will be submitted electronically to the CLIENT.
 - b. J-U-B will develop preliminary technical specifications based upon project requirements and conclusions of 30% concept plan meeting.
 - c. J-U-B will prepare an opinion of probable cost based on the preliminary design quantities and comments on the 30% submittal. Since J-U-B has no control over the cost of labor, materials, equipment, or services furnished by others, or over the contractor(s) methods of determining process, or over competitive bidding or market conditions, J-U-B's opinions of probable construction cost are to be made on the basis of J-U-B's experience and qualifications and represent J-U-B's best judgment as an experience and qualified profession engineering, familiar with the construction industry; but J-U-B cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from the opinions of probable cost prepared by J-U-B. J-U-B will review the plans for constructability as well as cost. If the CLIENT wishes assurance as to construction costs, the CLIENT shall employ an independent cost estimator. J-U-B's services to modify the project to bring the construction costs within any limitation established by the CLIENT will be considered Additional Services and paid for as such by the CLIENT. The 60% cost opinion will include a 25% contingency.
 - d. J-U-B will meet with the CLIENT to discuss and review the 60% documents. Meeting notes and action items will be submitted electronically following the meeting.
 - e. Deliverables:
 - i. 60% plan set in electronic pdf format.
 - ii. Draft technical specifications in electronic pdf format.
 - iii. 60% preliminary opinion of probable cost in electronic pdf format.
 - iv. Meeting notes and action items.
4. Subtask 003: 90% Draft Plans & Technical Specifications
- a. J-U-B will proceed with plan development and technical specifications to the 90% stage based upon feedback from the 60% submittal and meeting. The 90% plans and technical specifications will incorporate comments from the 60% review and include complete design information and terminology consistent with the technical specifications and bid items. The 90% plans will be substantially complete and ready for review.
 - b. J-U-B will update the opinion of probable cost based on the preliminary design quantities and comments on the 60% submittal. The 90% cost opinion will include a 15% contingency.
 - c. J-U-B will meet with the CLIENT to discuss and review the 90% documents. Meeting notes and action items will be submitted electronically following the meeting.
 - d. Deliverables:

- i. 90% plan set in electronic pdf format.
 - ii. 90% technical specifications in electronic pdf format.
 - iii. 90% preliminary opinion of probable cost in electronic pdf format.
 - iv. Meeting notes and action items.
5. Subtask 004: Final Plans & Technical Specifications
- a. J-U-B will incorporate comments from utilities and feedback from the 90% submittal and CLIENT meeting and prepare final, bid-ready construction plans and technical specifications stamped and signed by the responsible engineer.
 - b. J-U-B will update the opinion of probable cost based on the final design. The final cost opinion will include a 12% contingency.
 - c. J-U-B will prepare the plans & technical specifications and will provide one complete set in electronic pdf format to the CLIENT for reproduction and distribution.
 - d. J-U-B will prepare bid documents and contract forms as needed incorporating J-U-B's final construction plans and technical specifications and solicit construction contractors for the work.
 - e. Assumptions:
 - i. Permitting will be done in conjunction with the Design Phase
 - f. Deliverables:
 - i. Final Plans & Technical Specifications

E. Task 050: Permitting

1. For this task, J-U-B will:
 - a. Provide permitting services required to construct the Project.
 - b. Assumptions:
 - i. Complete environmental review pursuant to CEQA. Prepare environmental documentation listed below. Prepare letter stating no legal challenges (or addressing legal challenges).
 - ii. Project Monitoring Plan – A Project Monitoring Plan will be prepared prior to construction as noted in Section 14 and Exhibit L of the Grant Agreement.
 - iii. NPDES (Project) – Since the project will disturb greater than 1 acre (approximately 2.88 acres), a WQO 2009-0009-DWQ permit will be required for this project by the selected contractor. The project will be considered a Linear Underground Project (LUP) Type 1. The selected contractor will apply for the permit as the Legally Responsible Person (LRP).
 - iv. SWPPP – The contractor will be required to submit a Stormwater Pollution Prevention Plan (SWPPP) as part of the submittal process.
 - v. NPDES (Private Owners) – Adjacent landowners may need to modify their NPDES permits to reflect the improved water quality elements of the project. J-U-B will work with the adjacent landowners to verify NPDES status and determine if modifications are required to reflect the treatment (Best Management Practices or BMP's) of their stormwater discharge.
 - vi. It is anticipated that Army Corps of Engineers permits (401, 404, 408) will not be required since the Old Channel Canal is not considered as Waters of the United States. Since the work will not require ground disturbing activities within the high-water mark of the Susan River, it is anticipated that a 404 Stream Channel Alteration Permit from the U.S. Army Corps of Engineers (USACE) will not be required.
 - vii. City of Susanville and/or Lassen County Permits – Local permits will be obtained as necessary including a Grading Permit from Lassen County and Road Cut Permits from the City of Susanville. A Traffic Control Plan with the City of Susanville may be required depending on the impacts to local traffic.
 - c. Deliverables:

- i. Completed CEQA documents as required including written notification from the State of the concurrence with the Lead Agency's (HLVRCD) CEQA documents and the State's notice of verification of environmental permit submittal.
- ii. CEQA Legal Challenges Letter
- iii. Monitoring Plan (Project)
- iv. NPDES Permit (Project)
- v. SWPPP from Contractor
- vi. NPDES Permits (modified by Private Owners)
- vii. Grading Permit (If required)
- viii. Road Cut Permit (If required)
- ix. Traffic Control Plan (If required)

F. Task 060: Bid and Award Assistance

1. For this task, J-U-B will:
 - a. Assist as requested during the bid and award phase.
 - b. Assumptions:
 - i. All bid and award work will be done following the construction phase.
 - ii. J-U-B will provide a bid-ready set of Front-End Documents, Plans, and Specifications for bidding via Quest CDN. All bidders must register to receive the Bid Package from QuestCDN.
 - iii. J-U-B will prepare an Advertisement for Bid to be placed in the local newspaper as well as the Reno Gazette Journal.
 - c. Deliverables:
 - i. Final Bid Documents ready for electronic bidding
 - ii. Coordination with QuestCDN
 - iii. Advertisements for Bid and Affidavit of Publication
 - iv. Opening and analysis of Bids

G. Task 070: Construction Support and Project Closeout

1. For this task, J-U-B will:
 - a. Provide Construction Phase Services as outline in Exhibit A.
 - b. Assumptions:
 - i. All construction support will follow the Bid and Award phase.
 - c. Deliverables:
 - i. As noted in Exhibit A.
 - d. Archive paper and electronic files and records.
 - e. Communicate the project completion to CLIENT and other affected agencies and stakeholders, as required.
 - f. Close financial billing and accounting records in J-U-B's financial and record-keeping systems.

H. Task 080: Assist with Community Participation in the Project

1. For this task, J-U-B will:
 - a. Present work efforts and concepts in a public forum. Solicit input from stakeholders including watershed committees, public agencies (e.g. parks and utility districts), non-governmental organizations and the general public. Document suggestions and provide responses on how they were addressed.
 - b. Assumptions:
 - i. Support CLIENT Staff with regard to community participation.
 - c. Deliverables:

- i. Attend one (1) public meeting.
- ii. Provide PowerPoint presentation on CLIENT goals for the Project.

Exclusions:

- It is assumed that all work will be within the existing easement, and that the existing easement is sufficient for the proposed project. No property acquisition or easement acquisition is included in this scope of work.
- No Cal Trans Permitting is included in the project.
- Work will not be performed on the Susan River. The existing diversion will likely need to be upgraded in the coming years. This effort is not included in this scope of work.
- The Old Channel Canal is not a water of the United States, no United States Army Corp of Engineers permitting is included in this scope of work.

PART 3 - CLIENT-PROVIDED WORK AND ADDITIONAL SERVICES

- A. **CLIENT-Provided Work** - CLIENT is responsible for completing, or authorizing others to complete, all tasks not specifically included above in PART 2 that may be required for the project including, but not limited to:
1. Grant Administration
 2. Community Participation Lead
 3. Legal Services
- B. **Additional Services** - CLIENT reserves the right to add future tasks for subsequent phases or related work to the scope of services upon mutual agreement of scope, additional fees, and schedule. These future tasks, to be added by amendment at a later date as Additional Services, may include:
1. Easement legal descriptions for improvements outside of the Old Channel Easement
 2. Community Participation Lead
 3. Appraisal Services
 4. Hazardous Materials Mitigation

PART 4 - BASIS OF FEE AND SCHEDULE OF SERVICES

- A. CLIENT shall pay J-U-B for the identified Services in PART 2 as follows:
1. For Lump Sum fees:
 - a. The portion of the Lump Sum amount billed for J-U-B's services will be based upon J-U-B's estimate of the percentage of the total services actually completed during the billing period.
 2. For Time and Materials fees:
 - a. For all services performed on the project, Client shall pay J-U-B an amount equal to the cumulative hours charged to the Project by each class of J-U-B's personnel times J-U-B's standard billing rates.
 - b. Client shall pay J-U-B for Allowable Reimbursable Expenses.
 - c. Client shall pay J-U-B for J-U-B's Consultants' charges.
 3. J-U-B may alter the distribution of compensation between individual tasks to be consistent with services actually rendered while not exceeding the total project amount.
 4. The CLIENT will submit for grant reimbursement within two weeks of receipt of invoice and will pay J-U-B within 2 weeks of receipt of grant funds.

- B. Period of Service: If the period of service for the task identified above is extended beyond 12 months, the compensation amount for J-U-B's services may be appropriately adjusted to account for salary adjustments and extended duration of project management and administrative services.
- C. CLIENT acknowledges that J-U-B will not be responsible for impacts to the schedule by actions of others over which J-U-B has no control.
- D. The following table summarizes the fees and anticipated schedule for the services identified in PART 2. Per the Grant Agreement, all work shall be completed by July 31, 2024.

Task Number	Task Name	Fee Type	Amount	Anticipated Schedule
010	Project Management	Lump Sum	\$152,400	Concurrent with work progress
020	QC Reviews	Lump Sum	\$13,200	Concurrent with work progress
030	Data Collection and Analysis	Lump Sum	\$68,700	Draft for CLIENT review 2 months after executed contract, notice to proceed, and receipt of all required data
040	Design Phase Services	Lump Sum	\$171,100	Draft for CLIENT review 4 months after executed contract, notice to proceed, and receipt of all required data
050	Permitting	Lump Sum	\$50,200	Concurrent with work progress
060	Bid and Award Assistance	Lump Sum	\$30,200	Concurrent with work progress
070	Construction Support & Project Closeout	Time and Materials (Estimated Amount Shown)	\$420,900	Concurrent with work progress
080	Community Participation	Time and Materials (Estimated Amount Shown)	\$13,300	Concurrent with work progress
Total:			\$920,000	

***NOTE on Coronavirus and Schedule:** J-U-B is committed to meeting your project schedule commitments as delineated above. As our response to the COVID-19 pandemic, J-U-B is engaging in safety procedures in help to protect clients, staff, their families, and the public. Our staff or offices may be subject to quarantine or other interruptions. Since COVID-19 impacts are beyond J-U-B's control, we are not responsible for the force majeure impacts to delivery timelines, or subsequent project delays and related claims, costs, or damages. Should circumstances related to the COVID-19 issue arise with J-U-B staff or in a J-U-B office that will impact our delivery schedule, we will notify you of the circumstances and mutually agree to a schedule adjustment.*

Exhibit(s):

- Exhibit A Construction Phase Services
- Exhibit B Grant Agreement between CA DWR and CLIENT

For internal J-U-B use only:

PROJECT LOCATION (STATE): California

TYPE OF WORK: Choose an item.

R&D: Yes

GROUP: Choose an item.

PROJECT DESCRIPTION(S):

1. Water Supply/Distribution (W03)
2. Irrigation/Drainage (I06)



J-U-B ENGINEERS, Inc.
AGREEMENT FOR PROFESSIONAL SERVICES

J-U-B ENGINEERS, INC.

Standard Exhibit A – Construction Phase Services

Client Name: Honey Lake Valley Resource Conservation District Project: 49-21-002

The Agreement for Professional Services dated 08-01-2022 is amended and supplemented to include the following agreement of the parties with respect to Services during the construction phase of the Project.

For the purposes of this exhibit, 'Agreement for Professional Services' and 'the Agreement' shall refer to the document entitled 'Agreement for Professional Services,' executed between J-U-B and CLIENT to which this exhibit and any other exhibits have been attached.

For the purposes of this exhibit, the term 'Contract Documents,' shall be defined as documents that establish the rights and obligations of the parties engaged in construction and include the Construction Agreement between CLIENT and contractor, Addenda (which pertain to the Contract Documents), contractor's bid (including documentation accompanying the bid and any post-bid documentation submitted prior to the notice of award) when attached as an exhibit to the Construction Agreement, the notice to proceed, the bonds, appropriate certifications, the General Conditions, the Supplementary Conditions, the Specifications and the Drawings, together with all Written Amendments, Change Orders, Work Change Directives, Field Orders, and J-U-B's written interpretations and clarifications issued on or after the Effective Date of the Construction Agreement. Shop Drawings and the reports and drawings of subsurface and physical conditions are not Contract Documents.

For the purposes of this exhibit, the term 'Work,' shall be defined as the entire construction or the various separately identifiable parts thereof required to be provided by the construction contractor under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction; all as required by the Contract Documents.

For the purposes of this exhibit, the term 'Site,' shall be defined as lands or areas indicated in the Contract Documents as being furnished by CLIENT upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by CLIENT which are designated for the use of contractor.

CONSTRUCTION PHASE SERVICES

J-U-B shall provide Construction Phase Services as agreed below. There is a "Yes" and "No" box to the left of each Service. If a box is marked "Yes", J-U-B agrees to perform the Service listed. If a box is marked "No", J-U-B undertakes no duty to perform the Service listed. If a duty or a condition of performance is listed below that is a responsibility of CLIENT, CLIENT's agreement to perform the same is assumed.

It is understood and agreed that J-U-B shall not, during the performance of Services, or as a result of observations of the Work in progress, supervise, direct, or have control over contractor(s) Work; nor shall J-U-B have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by contractor(s), for safety precautions and programs incident to the Work of the contractor(s) or for any failure of contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to contractor(s) furnishing and performing their Work or providing any health and safety precautions required by any regulatory agencies. Accordingly, J-U-B does not guarantee or warrant the performance of the construction contracts by contractor(s) nor assume responsibility of contractor(s) failure to furnish and perform their Work in accordance with the Contract Documents.

The CLIENT agrees that the general contractor shall be solely responsible for jobsite safety, and warrants that this intent shall be carried out in the CLIENT's contract with the general contractor. The CLIENT also agrees that the CLIENT, J-U-B and J-U-B's subconsultants shall be indemnified by the general contractor in the event of general contractor's failure to assure jobsite safety and shall be named as additional insureds under the general contractor's policies of general liability insurance.

NOTE on Coronavirus: *The contractor and contractor's COVID-19 Site Supervisor are responsible for full monitoring, compliance, and enforcement of the contractor's plan. J-U-'s review or other actions related to the contractor COVID-19 plan do not extend to the means, methods, techniques, sequences, or procedures of construction or to the safety precautions and programs incident thereto.*

J-U-B does not have authority over or responsibility for safety precautions (including the COVID-19 plan and compliance) related to the work of the contractor(s), or for any failure of contractor(s) to comply with applicable laws, rules, regulations, ordinances, codes, or orders. CLIENT agrees to indemnify, defend, and hold J-U-B harmless from any claims, damages, or costs associated with Contractor's site safety, including their COVID-19 compliance program.

Construction Phase

After receiving written authorization from CLIENT to proceed with the construction phase, J-U-B may provide the following Services with respect to this part of the Project:

- Yes 1. *General Administration of the Contract Documents.* Consult with, advise, and assist CLIENT in J-U-B's role as CLIENT's representative. Relevant J-U-B communications with contractor shall be imputed to the CLIENT. Nothing contained in this Standard Exhibit A creates a duty in contract, tort, or otherwise to any third party; but, instead, the duties defined herein are performed solely for the benefit of the CLIENT. CLIENT shall agree to include this language in any such agreements it executes with contractor, subcontractors or suppliers.
- No
- Yes 2. *Pre-Construction Conference.* Participate in a pre-construction conference.
- No
3. *Visits to Site and Observation of Construction / Resident Project Representative (RPR) Services.* In connection with observations of the Work while it is in progress:
- Yes *a. Periodic Site Visits by J-U-B.* Make visits to the Site at intervals appropriate to the various stages of construction, as J-U-B deems necessary, to observe as an experienced and qualified design professional the progress and quality of the Work. Such visits and observations, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to J-U-B in this Agreement, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on J-U-B's exercise of professional judgment as assisted by the RPR, if any. Based on information obtained during such visits and observations, J-U-B will determine in general, for the benefit of CLIENT, if the Work is proceeding in accordance with the Contract Documents, and J-U-B shall keep CLIENT informed of the progress of the Work.
- No
- Yes *b. Resident Project Representative ("RPR").* When requested by CLIENT, provide the Services of a RPR at the Site to provide more extensive observation of the Work. Duties, responsibilities, and authority of the RPR, are as set forth in the section entitled Resident Project Representative, herein. Through more extensive observations of the Work and field checks of materials and equipment by RPR, J-U-B shall endeavor to provide further protection to the CLIENT against defects and deficiencies in the Work. The furnishing of such RPR's Services will not extend J-U-B's responsibilities or authority beyond the specific limits set forth elsewhere in this Agreement.
- No
- Yes 4. *Defective Work.* Recommend to CLIENT that the Work be disapproved and rejected while it is in progress if J-U-B believes that such Work does not conform generally to the Contract Documents or that the Work will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.
- No
- Yes 5. *Clarifications and Interpretations; Field Orders.* Recommend to CLIENT necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of the Work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. Based on J-U-B's recommendations, CLIENT may issue Field Orders authorizing minor variations from the requirements of the Contract Documents.
- No
- Yes 6. *Change Orders, and Work Change Directives.* Recommend to CLIENT Change Orders or Work Change Directives, as appropriate, and prepare required documents for CLIENT consideration. CLIENT may issue Change Orders or Work Change Directives authorizing variations from the requirements of the Contract Documents.
- No
- Yes 7. *Shop Drawings and Samples.* Review or take other appropriate action in respect to Shop Drawings, Samples, and other data that contractor is required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents. Such reviews or other action shall not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto.
- No

J-U-B's review or other actions related to the contractor COVID-19 plan do not extend to the means, methods, techniques, sequences, or procedures of construction or to the safety precautions and programs incident thereto.

- Yes
 No
8. *Substitutes.* Consult with and advise CLIENT concerning, and determine the acceptability of, substitute materials and equipment proposed by contractor.
- Yes
 No
9. *Inspections and Tests.* Make recommendations to CLIENT concerning special inspections or tests of the Work, and the receipt and review of certificates of inspections, testing, and approvals required by laws and regulations and the Contract Documents (but only to determine generally that the results certified indicate compliance with the Contract Documents).
- Yes
 No
10. *Disagreements between CLIENT and Contractor.* Assist CLIENT in rendering formal written decisions on claims of CLIENT and contractor relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the Work. In assisting in such decisions, J-U-B shall not be liable in connection with any decision rendered in good faith.
- Yes
 No
11. *Applications for Payment.* Based on J-U-B's on-site observations as an experienced and qualified design professional, and upon written request of CLIENT, review Applications for Payment and the accompanying supporting documentation. Assist CLIENT in determining the amounts owed to contractor and, if requested by CLIENT, recommend in writing to CLIENT that payments be made to contractor in such amounts. Such recommendations of payment will constitute a representation to CLIENT that, to the best of J-U-B's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of such Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, and subject to any subsequent tests called for in the Contract Documents or to any other qualification stated in the recommendation), and the conditions precedent to contractor's being entitled to such payments appear to have been fulfilled insofar as it is J-U-B's responsibility to observe the Work. In the case of unit price Work, J-U-B's recommendation of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Contract Documents). By recommending any payment and after reasonable inquiry, J-U-B shall not thereby be deemed to have represented that exhaustive, continuous, or detailed reviews or examinations have been made by J-U-B to check the quality or quantity of the Work as it is furnished and provided beyond the responsibilities specifically assigned to J-U-B in this Agreement and the Contract Documents. J-U-B's review of the Work for the purposes of recommending payments will not impose on J-U-B the responsibility to supervise, direct, or control such Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or contractor's compliance with laws and regulations applicable to its furnishing and performing the Work. J-U-B's review will also not impose responsibility on J-U-B to make any examination to ascertain how or for what purposes contractor has used monies paid to contractor by CLIENT; to determine that title to any of the Work, including materials or equipment, has passed to CLIENT free and clear of any lien, claims, security interests, or encumbrances; or that there may not be other matters at issue between CLIENT and contractor that might affect the amount that should be paid.
- Yes
 No
12. *Contractor's Completion Documents.* Receive and review maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection, tests and approvals, Shop Drawings, Samples, other data approved, and the annotated record documents which are to be assembled by contractor in accordance with the Contract Documents (such review will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspection, tests, or approvals indicates compliance with, such Contract Documents); transmit them to CLIENT with written comments.
- Yes
 No
13. *Substantial Completion.* Promptly after notice from CLIENT that contractor considers the Work for this part of the Project is ready for its intended use, in company with CLIENT and contractor, conduct a site visit to determine if the Work is substantially complete. Provide recommendation to CLIENT relative to issuance of Certificate of Substantial Completion.
- Yes
 No
14. *Final Notice of Acceptability of the Work.* Assist CLIENT in conducting a final inspection to determine if the completed Work is acceptable so that J-U-B may recommend, in writing, that final payment be made to contractor.

- Yes 15. *Additional Tasks.* Perform or provide the following additional construction phase tasks or deliverables as delineated in Attachment 1 – Scope of Services and/or Schedule and/or Basis of Fee, which is included with the Agreement.
 No

General Limitation of Responsibilities. J-U-B shall not be responsible for the acts or omissions of any contractor or of any of their subcontractors, suppliers, or any other individual or entity performing or furnishing any of the Work. J-U-B shall not be responsible for failure of any contractor to perform or furnish the Work in accordance with the Contract Documents. CLIENT shall agree to include this language in any such agreements it executes with contractor, subcontractors or suppliers.

J-U-B's Construction Phase Services will be considered complete on the date of Final Notice of Acceptability of the Work.

Post-Construction Phase

After receiving authorization from CLIENT to proceed with the post-construction phase, J-U-B may:

- Yes 1. *Testing/Adjusting Systems.* Provide assistance in connection with the testing and adjusting of equipment or systems.
 No
- Yes 2. *Operate/Maintain Systems.* Assist CLIENT in coordinating training for CLIENT's staff to operate and maintain equipment and systems.
 No
- Yes 3. *Control Procedures.* Assist CLIENT in developing procedures for control of the operation and maintenance of, and recordkeeping for, equipment and systems.
 No
- Yes 4. *O&M Manual.* Assist CLIENT in preparing operating, maintenance, and staffing manuals.
 No
- Yes 5. *Defective Work.* Together with CLIENT, visit the Project to observe any apparent defects in the Work, assist CLIENT in consultations and discussions with contractor concerning correction of any such defects, and make recommendations as to replacement or correction of Defective Work, if present.
 No
- Yes 6. *Record Surveying.* Provide field surveying of readily accessible elements of the final completed construction to supplement the preparation of Record Drawings.
 No
- Yes 7. *Record Drawings.* Furnish a set of reproducible prints of Record Drawings showing significant changes made during the construction process, based on the annotated record documents for the Project furnished by the contractor.
 No
- Yes 8. *Warranty Inspection.* In company with CLIENT or CLIENT's representative, provide an inspection of the Project within one month before the end of the contractor correction period to ascertain whether any portion of the Work is subject to correction.
 No
- Yes 9. *Additional Tasks.* Perform or provide the following additional post-construction phase tasks or deliverables as listed in Attachment 1 - Scope of Services and/or Schedule and/or Basis of Fee, which is included with the Agreement.
 No

The Post-Construction Phase Services may commence during the construction phase and, if not otherwise modified by the mutual agreement of CLIENT and J-U-B, will terminate at the end of the correction period.

CONSTRUCTION PHASE ADDITIONAL SERVICES

If authorized by CLIENT and expressly agreed by J-U-B; or, if performed by J-U-B with the knowledge of the CLIENT after the signing of the Agreement for Professional Services, J-U-B shall furnish or obtain from others Additional Services of the types listed in this paragraph:

1. Services in connection with Work Change Directives and Change Orders to reflect changes requested by CLIENT if the resulting change in compensation for Construction Phase Services is not commensurate with the Services rendered; Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitutions proposed by contractor and Services after the award of the contract; Services in evaluating and determining the acceptability of an unreasonable or excessive number of substitutions proposed by contractor; and Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of material equipment, or energy shortages.
2. Services involving out-of-town travel required of J-U-B other than visits to the Site or CLIENT's office.
3. Assistance in connection with bid protests, rebidding, or renegotiating the Construction Agreement.
4. Services in connection with any partial utilization of the Work by CLIENT prior to Substantial Completion.
5. Additional or extended Services during construction of the Work made necessary by (a) emergencies or acts of God endangering or delaying the Work, (b) the discovery of constituents of concern, (c) Work damaged by fire or other cause during construction, (d) a significant amount of defective Work, (e) acceleration of the progress schedule involving Services beyond normal working hours, and (f) default by contractor, including extensions of the construction period.
6. Evaluating an unreasonable number of claims submitted by contractor or others in connection with the Work.
7. Protracted or extensive assistance in refining and adjusting any equipment or system (such as initial startup, testing, adjusting, and balancing).
8. Services or consultations after completion of the construction phase, such as excessive inspections during any correction period and reporting observed discrepancies under guarantees called for in the Construction Agreement for the Work (except as agreed to under Construction Phase Services).
9. Preparing to serve or serving as a consultant or witness for CLIENT in any litigation, arbitration, or other legal or administrative proceeding involving the Project to which J-U-B has not been made a party.
10. Additional Services in connection with the Work, including Services which are to be furnished by CLIENT and Services not otherwise provided for in this Agreement.

RESIDENT PROJECT REPRESENTATIVE

If provided as part of Construction Phase Services, J-U-B shall furnish a Resident Project Representative ("RPR"), assistants, and other field staff to assist J-U-B in observing progress and quality of the Work. The RPR, assistants, and other field staff may provide full-time representation or may provide representation to a lesser degree.

Through such additional observations of the Work and field checks of materials and equipment by the RPR and assistants, J-U-B shall endeavor to provide further protection for CLIENT against defects and deficiencies in the Work. It is understood and agreed that J-U-B shall not, during the performance of Services, or as a result of observations of the Work in progress, supervise, direct, or have control over contractor(s)' Work; nor shall J-U-B have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by contractor(s), for safety precautions and programs incident to the Work of the contractor(s) or for any failure of contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to contractor(s) furnishing and performing their Work or providing any health and safety precautions required by any regulatory agencies. Accordingly, J-U-B does not guarantee or warrant the performance of the construction contracts by contractor(s) nor assume responsibility of contractor(s)' failure to furnish and perform their Work in accordance with the Contract Documents.

The RPR's duties under this Agreement shall be strictly limited to the following:

1. *General.* RPR is J-U-B's agent at the Site, will act as directed by and under the supervision of J-U-B, and will confer with J-U-B regarding RPR's actions.
2. *Schedules.* Review the progress schedule, schedule of Shop Drawing and Sample submittals, and schedule of values prepared by contractor and consult with CLIENT concerning acceptability of such schedules.
3. *Conferences and Meetings.* When requested by CLIENT to do so, attend meetings with contractor, such as preconstruction conferences, progress meetings, job conferences, and other project-related meetings.
4. *Liaison.* Serve as J-U-B's liaison with CLIENT.

5. *Interpretation of Contract Documents.* Report to CLIENT when clarifications and interpretations of the Contract Documents are needed.
6. *Shop Drawings and Samples.* Receive and record date of receipt of reviewed Samples and Shop Drawings.
7. *Modifications.* Consider and evaluate contractor's suggestions for modifications to Drawings or Specifications and report, with RPR's recommendations, to CLIENT. Transmittal to contractor of written decisions as issued by J-U-B will be in writing.
8. *Review of Work and Rejection of Defective Work.*
 - a) Conduct on-site observations of the Work to assist J-U-B in determining if the Work is, in general, proceeding in accordance with the Contract Documents.
 - b) Report to CLIENT whenever RPR believes that any part of the Work in progress will not produce a completed Project that conforms generally to the Contract Documents or will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents; has been damaged; or does not meet the requirements of any inspection, test, or approval required to be made. Advise CLIENT of that part of the Work that RPR believes should be corrected, rejected, or uncovered for observation, or that requires special testing, inspection, or approval.
9. *Inspections, Tests, and System Startups.*
 - a) Advise CLIENT in advance of scheduled major inspections, tests, and system start-ups for important phases of the Work.
 - b) Verify that tests, equipment, and system start-ups and operating and maintenance training is conducted in the presence of appropriate personnel and that contractor maintain adequate records thereof.
 - c) Observe, record, and report to CLIENT appropriate details relative to the test procedures and system start-ups.
 - d) Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work, record the results of these inspections, and report to CLIENT.
10. *Records.*
 - a) Maintain at the Site orderly files for correspondence, reports of job conferences, reproductions of original Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Contract, J-U-B's clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing and Sample submittals, and other Project-related documents.
 - b) Prepare a daily report or keep a diary or log book, recording contractor's and subcontractors' hours on the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; furnish copies of such records to CLIENT.
 - c) Maintain accurate, up-to-date lists of the names, addresses, e-mail addresses, and telephone numbers of all contractors, subcontractors, and major suppliers of materials and equipment.
 - d) Maintain records for use in preparing documentation of the Work.
 - e) Upon completion of the Work with respect to the Project, furnish a complete set of all RPR Project documentation to CLIENT.
11. *Reports.*
 - a) Furnish to CLIENT periodic reports as required of progress of the Work and of contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
 - b) Present to CLIENT proposed Change Orders, Work Change Directives, and Field Orders.
 - c) Furnish to CLIENT copies of all inspection, test, and system startup reports.
 - d) Report immediately to CLIENT the occurrence of any Site accidents, emergencies, acts of God endangering the Work, property damaged by fire or other causes, and the discovery or presence of any constituents of concern.
12. *Payment Request:* Review Applications for Payment for compliance with the established procedure for their submission and forward with recommendations to CLIENT, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site, but not incorporated in the Work.
13. *Certificates, Operation and Maintenance Manuals.* During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals, and other data required by the Specifications to be assembled and furnished

by contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to CLIENT for review.

14. *Completion.*

- a) Before issuing a Certificate of Substantial Completion, submit to CLIENT a list of observed items requiring completion or correction.
- b) Observe whether contractor has arranged for inspections required by laws and regulations, including but not limited to those to be performed by public agencies having jurisdiction over the Project.
- c) Participate in a final inspection in the company of CLIENT and contractor and prepare a final list of items to be completed or corrected with respect to the Work.
- d) Observe whether all items on final list have been completed or corrected and make recommendations to CLIENT concerning acceptance and issuance of CLIENT's Final Notice of Acceptability of the Work.

The RPR shall not:

1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).
2. Exceed limitations of J-U-B's authority as set forth in the Agreement for Professional Services .
3. Undertake any of the responsibilities of contractor, subcontractors, suppliers, or contractor's superintendent.
4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences, or procedures of construction or of the Work, unless such advice or directions are specifically required by the Contract Documents.
5. Advise on, issue directions regarding, or assume control over safety practices, precautions, and programs in connection with the activities or operations of CLIENT or contractor.
6. Participate in specialized field or laboratory tests or inspections conducted by others, except as specifically authorized.
7. Accept Shop Drawing or Sample submittals from anyone other than J-U-B.
- 8.. Authorize CLIENT to occupy the Work in whole or in part.

CLIENT'S RESPONSIBILITIES

Except as otherwise provided herein or in the Agreement for Professional Services, CLIENT shall do the following in a timely manner so as not to delay the Services of J-U-B and shall bear all costs incident thereto:

1. Provide, as may be required for the Project, such legal services as CLIENT may require or J-U-B may reasonably request with regard to legal issues pertaining to the Project, including any that may be raised by contractor.
2. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job-related meetings and Substantial Completion, final payment, and other inspections.
3. Give prompt written notice to J-U-B whenever CLIENT observes or otherwise becomes aware of any development that affects the scope or time of performance or furnishing of J-U-B's Services, or any defect or nonconformance in J-U-B's Services or in the Work of any contractor.
4. Render all final decisions related to: 1) changes or modifications to the terms of the construction contract, 2) acceptability of the Work, and 3) claims or Work stoppages.
5. Unless included in J-U-B Scope of Services, provide construction staking and materials testing services for the project.

The Client agrees to require all contractors of any tier to carry statutory Workers Compensation, Employers Liability Insurance and appropriate limits of Commercial General Liability Insurance (CGL). The Client further agrees to require all contractors to have their CGL policies endorsed to name the Client, the Consultant and its sub-consultants as Additional insureds, on a primary and noncontributory basis, and to provide Contractual Liability coverage sufficient to insure the hold harmless and indemnity obligations assumed by the contractors. The Client shall require all contractors to furnish to the Client and the Consultant certificates of insurance as evidence of the required insurance prior to commencing work and upon renewal of each policy during the entire period of construction. In addition, the Client shall require that all contractors will, to the fullest extent permitted by law, indemnify and hold harmless the Client, the Consultant and its sub-consultants from and against any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with the Project, including all claims by employees of the contractors.

INDEMNIFICATION

In addition to any other limits of indemnification agreed to between the Parties, CLIENT agrees to indemnify and hold harmless J-U-B, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work. This is to include, but not to be limited to any such claim, cost, loss, or damage that is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom to the extent caused by any negligent act or omission of contractor, any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable, as well as any general, special or other economic damages resultant from Work stoppages or delays that are caused in whole or part by J-U-B's exercise of the rights and duties as agreed herein (Construction Phase Services).

CLIENT agrees that CLIENT will cause to be executed any such agreements or contracts with contractors, subcontractors or suppliers to effectuate the intent of this part before any Work is commenced on the Project; if CLIENT negligently fails to do so, CLIENT agrees to fully indemnify J-U-B from any liability resulting therefrom, to include, but not to be limited to, all costs relating to tendering a defense to any such claims made.

**GRANT AGREEMENT BETWEEN THE STATE OF CALIFORNIA
(DEPARTMENT OF WATER RESOURCES) AND
HONEY LAKE VALLEY RESOURCE CONSERVATION DISTRICT
AGREEMENT NUMBER 4600014622
URBAN AND MULTIBENEFIT DROUGHT RELIEF GRANT**

THIS GRANT AGREEMENT is entered into by and between the Department of Water Resources of the State of California, herein referred to as the "State" or "DWR," and the Honey Lake Valley Resource Conservation District, a special district in the State of California, duly organized, existing, and acting pursuant to the laws thereof, herein referred to as the "Grantee," which parties do hereby agree as follows:

- 1) PURPOSE. The State shall provide funding from the Budget Act of 2021 (Stats. 2021, ch. 240, § 80) to the Grantee to assist in financing the Project. By executing this Agreement, the Grantee certifies that the purpose of the Project is in response to a drought scenario, as defined by Water Code section 13198(a) and is intended to: (1) address immediate impacts on human health and safety; (2) address immediate impacts on fish and wildlife resources; or (3) provide water to persons or communities that lose or are threatened with the loss or contamination of water supplies.
- 2) TERM OF GRANT AGREEMENT. The term of this Grant Agreement begins on March 19, 2022, and ends three (3) years following the final payment unless otherwise terminated or amended as provided in this Grant Agreement. However, all work shall be completed by July 31, 2024, in accordance with the Schedule as set forth in Exhibit C and no funds may be requested after October 31, 2024.
- 3) GRANT AMOUNT. The maximum amount payable by the State under this Grant Agreement shall not exceed \$3,970,000. Any additional costs are the responsibility of the Grantee.
- 4) BASIC CONDITIONS.
 - A. The State shall have no obligation to disburse money for the Project(s) under this Grant Agreement until the Grantee has satisfied the following conditions (if applicable):
 - i. The Grantee shall demonstrate compliance with all eligibility criteria as set forth of the 2021 Urban and Multibenefit Drought Relief Grant Program Guidelines and Proposal Solicitation Package (2021 Guidelines).
 - ii. For the term of this Agreement, the Grantee shall submit Quarterly Progress Reports which must accompany an invoice and all invoice backup documentation. The Quarterly Progress Report shall be submitted within 60 days following the end of the calendar quarter (i.e., reports due May 30, August 29, November 29, and March 1) and all other deliverables as required by Paragraph 12, "Submission of Reports" and Exhibit A, "Work Plan".
 - iii. Prior to the commencement of construction or implementation activities, if applicable, the Grantee shall submit the following to the State.
 1. Final plans and specifications certified, signed and stamped by a California Registered Civil Engineer (or equivalent registered professional as appropriate) to certify compliance for each approved project as listed in Exhibit A of this Grant Agreement.
 2. Work that is subject to the California Environmental Quality Act (CEQA) (including final land purchases) shall not proceed under this Grant Agreement until the following actions are performed:
 - a) The Grantee submits to the State all applicable environmental permits, as indicated on the Environmental Information Form to the State,
 - b) Documents that satisfy the CEQA process are received by the State, and
 - c) The Grantee receives written notification from the State of concurrence with the Lead Agency's CEQA documents (s) and State's notice of verification of environmental permit submittal.

The State's concurrence of Lead Agency's CEQA documents is fully discretionary and shall constitute a condition precedent to any work (i.e., construction or implementation activities) for which it is required. Once CEQA documentation has been completed, the State will consider the environmental documents and decide whether to continue to fund the project, or to require changes, alterations, or other mitigation. Proceeding with work subject to CEQA prior to the State's concurrence shall constitute a material breach of this Agreement. The Grantee or Local Project Sponsor (LPS) shall also demonstrate that it has complied with all applicable requirements of the National Environmental Policy Act (NEPA) by submitting copies of any environmental documents, including Environmental Impact Statements, Finding of No Significant Impact, mitigation monitoring programs, and environmental permits as may be required prior to beginning construction/ implementation.

- iv. A monitoring plan as required by Paragraph 14, "Monitoring Plan Requirements," if applicable.
- 5) DISBURSEMENT OF FUNDS. The State will disburse to the Grantee the amount approved, subject to the availability of funds through normal State processes. Notwithstanding any other provision of this Grant Agreement, no disbursement shall be required at any time or in any manner which is in violation of, or in conflict with, federal or state laws, rules, or regulations. Any and all money disbursed to the Grantee under this Grant Agreement shall be deposited in a non-interest bearing account and shall be used solely to pay Eligible Project Costs.
- 6) ELIGIBLE PROJECT COST. The Grantee shall apply State funds received only to Eligible Project Costs in accordance with applicable provisions of the law and Exhibit B, "Budget". Eligible Project Costs include the reasonable costs of studies, engineering, design, land and easement acquisition and associated legal fees, preparation of environmental documentation, environmental mitigations, monitoring, and project construction. Reimbursable administrative expenses are the necessary costs incidental but directly related to the Project included in this Agreement. Costs incurred after March 18, 2022, may be eligible for reimbursement.

Costs that are not eligible for reimbursement include, but are not limited to, the following items:

- A. Costs, other than those noted above, incurred prior to the award date of this Grant.
- B. Costs for preparing and filing a grant application.
- C. Operation and maintenance costs, including post construction performance and monitoring costs.
- D. Purchase of equipment that is not an integral part of a project.
- E. Establishing a reserve fund.
- F. Purchase of water supply.
- G. Replacement of existing funding sources for ongoing programs.
- H. Meals, food items, or refreshments.
- I. Payment of any punitive regulatory agency requirement, federal or state taxes.
- J. Purchase of land in excess of the minimum required acreage necessary to operate as an integral part of a project, as set forth and detailed by engineering and feasibility studies, or acquisition of land by eminent domain.
- K. Overhead and Indirect Costs. "Indirect Costs" means those costs that are incurred for a common or joint purpose benefiting more than one cost objective and are not readily assignable to the funded project (i.e., costs that are not directly related to the funded project). Examples of Indirect Costs include, but are not limited to: central service costs; general administration of the Grantee or LPSs; non-project-specific accounting and personnel services performed within the Grantee's or LPS' organization; depreciation or use allowances on buildings and equipment; the costs of operating and maintaining non-project-specific facilities; tuition and conference fees; forums, trainings, and seminars;

and, generic overhead or markup. This prohibition applies to the Grantee, LPSs, and any subcontract or sub-agreement for work on the Project that will be reimbursed pursuant to this Agreement.

- L. Mitigation for environmental impacts not resulting from implementation of the Project funded by this program.
- 7) METHOD OF PAYMENT. After the disbursement requirements in Paragraph 4, "Basic Conditions" are met, the State will disburse the whole or portions of State funding to the Grantee, following receipt from the Grantee of an electronic invoice certified and transmitted via electronic/digital signature system (e.g., DocuSign) or via US mail or Express mail delivery of a "wet signature" for costs incurred, including Local Cost Share, and timely Quarterly Progress Reports as required by Paragraph 12, "Submission of Reports." Payment will be made no more frequently than quarterly, in arrears, upon receipt of an invoice bearing the Grant Agreement number. Quarterly Progress Report must accompany an invoice (\$0 Invoices are acceptable) and shall be submitted within 60 days following the end of the calendar quarter (i.e., invoices due May 30, August 29, November 29, and March 1). The State will notify the Grantee, in a timely manner, whenever, upon review of an invoice, the State determines that any portion or portions of the costs claimed are not eligible costs or is not supported by documentation or receipts acceptable to the State. The Grantee may, within thirty (30) calendar days of the date of receipt of such notice, submit additional documentation to the State to cure such deficiency(ies). If the Grantee fails to submit adequate documentation curing the deficiency(ies), the State will adjust the pending invoice by the amount of ineligible or unapproved costs.

Invoices submitted by the Grantee shall include the following information:

- A. Costs incurred for work performed in implementing the Project during the period identified in the particular invoice.
- B. Costs incurred for any interests in real property (land or easements) that have been necessarily acquired for a project during the period identified in the particular invoice for the implementation of a project.
- C. Invoices shall be submitted on forms provided by the State and shall meet the following format requirements:
- i. Invoices shall contain the date of the invoice, either the time period covered by the invoice or the invoice date received within the time period covered, and the total amount due.
 - ii. Invoices shall be itemized based on the categories (i.e., tasks) specified in Exhibit B, "Budget." The amount claimed for salaries/wages/consultant fees shall include a calculation formula (i.e., hours or days worked times the hourly or daily rate = the total amount claimed).
 - iii. One set of sufficient evidence (i.e., receipts, copies of checks, personnel hours' summary table, time sheets) shall be provided for all costs included in the invoice.
 - iv. Each invoice shall clearly delineate those costs claimed for reimbursement from the State's funding amount, as depicted in Paragraph 3, "Grant Amount".
 - v. Original signature and date of the Grantee's Project Representative. Submit an electronic invoice, certified and transmitted via electronic/digital signature system (e.g., DocuSign), from authorized representative to the Project Manager or the original "wet signature" copy of the invoice form to the Project Manager at the following address: Financial Assistance Branch, DWR, P.O. Box 942836, Sacramento, CA 94236.

All invoices submitted shall be accurate and signed under penalty of law. Any and all costs submitted pursuant to this Agreement shall only be for the tasks set forth herein. The Grantee shall not submit any invoice containing costs that are ineligible or have been reimbursed from other funding sources unless required and specifically noted as such (i.e., cost share). Any eligible costs for which the Grantee is seeking reimbursement shall not be reimbursed from any other source. Double or multiple billing for time,

services, or any other eligible cost is illegal and constitutes fraud. Any suspected occurrences of fraud, forgery, embezzlement, theft, or any other misuse of public funds may result in suspension of disbursements of grant funds and/or termination of this Agreement requiring the repayment of all funds disbursed hereunder plus interest. Additionally, the State may request an audit pursuant to Standard Condition Paragraph D.5 and refer the matter to the Attorney General's Office or the appropriate district attorney's office for criminal prosecution or the imposition of civil liability. (Civ. Code, §§ 1572-1573; Pen. Code, §§ 470, 487-489.)

- 8) ADVANCED PAYMENT. Water Code section 13198.4(c) authorizes advanced payment by the State for grantees that demonstrate a cash flow issues. A project may receive an advanced payment of twenty-five (25) percent of its grant award; the remaining seventy-five (75) percent of the grant award will be reimbursed in arrears after the advanced funds have been fully expended. Within ninety (90) calendar days of execution of the Grant Agreement, the Grantee may provide the State an Advanced Payment Request. Advanced Payment Requests received ninety-one (91) calendar days after the execution of this Agreement will not be eligible to receive an advanced payment. The Advanced Payment Request shall contain the following:
- A. Documentation demonstrating that each LPS (if different from the Grantee, as listed in Exhibit I) was notified about their eligibility to receive an advanced payment and a response from the LPS stating whether it wishes to receive the advanced payment or not.
 - B. If the Grantee is requesting the advanced payment, the request(s) shall include:
 - i. Descriptive information of each project with an update on project status
 - ii. Description and documentation of the cash flow issues the LPS has that requires funds to be advanced
 - iii. The names of the entities that will receive the funding for each project
 - iv. A detailed Funding Plan which includes how the advanced payment will be expended (in terms of workplan, budget, and schedule) within the timeframe agreed upon by DWR and the Grantee. The Funding Plan must clearly identify the total budget (at Budget Category Level) for each project clearly showing the portion of advanced payment and reimbursement funds.
 - v. Any other information that DWR may deem necessary
 - C. Upon review and approval of the Advanced Payment Request, DWR may authorize payment of the requested amount or a lesser amount for those entities that have requested advanced funds. Based on the project's Funding Plan and other considerations, DWR may develop a "Disbursement Schedule," to disburse funds in installments. This Disbursement Schedule may change based on the project's ongoing compliance with the Advanced Payment requirements and the project's cash flow needs.
 - D. Once DWR authorizes the Advanced Payment Request, the Grantee shall submit Advanced Payment Invoice(s) for the initial amount based on the "Disbursement Schedule" on behalf of the LPS(s), containing the request for each project requesting advanced funds, to the State with signature and date of the Grantee's Project Representative, as indicated in Paragraph 18, "Project Representative." The Grantee shall be responsible for the timely distribution of the advanced funds to the respective LPS(s). The Advanced Payment Invoice(s) shall be submitted on forms provided by the State and shall meet the following format requirements:
 - i. Invoice shall contain the date of the invoice, the time period covered by the invoice, and the total amount due.
 - ii. Invoice shall be itemized based on the budget categories specified in Exhibit B, "Budget."

- iii. The State Project Manager will notify the Grantee, in a timely manner, when, upon review of an Advance Payment Invoice, the State determines that any portion or portions of the costs claimed are not eligible costs. The Grantee may, within thirty (30) calendar days of the date of receipt of such notice, submit additional documentation to cure such deficiency(ies). The Grantee may, within thirty (30) calendar days of the date of receipt of such notice, submit additional documentation to cure such deficiency(ies). If costs are not consistent with the tasks in Exhibit A, the State will reject the claim and remove them from the Accountability Report.
 - iv. On a quarterly basis, the Grantee will submit an Accountability Report to the State that demonstrates how actual expenditures compare with the scheduled budget. The Accountability Report shall include the following information:
 - 1. An itemization of how advanced funds have been spent to-date (Expenditure Report), including documentation that supports the disbursements (e.g., contractor invoices, receipts, personnel hours, etc.). Accountability Reports shall be itemized based on the budget categories (i.e., tasks) specified in Exhibit B.
 - 2. An updated Accountability Report including an updated Funding Plan that depicts how the remaining advanced funds will be expended and the activities and deliverables associated with the advanced funds within the timeframe agreed upon by DWR and the Grantee when the advanced payment request was approved.
 - 3. Documentation that the funds were placed in a non-interest bearing account, including the dates of deposits and withdrawals from that account.
 - 4. Proof of distribution of advanced funds to LPS(s), if applicable.
 - E. Once the Grantee has spent all advanced funds in a budget category, then the method of payment will revert to the reimbursement process for that budget category specified in Paragraph 7, "Method of Payment."
- 9) WITHHOLDING OF DISBURSEMENTS BY THE STATE. If the State determines that a project is not being implemented in accordance with the provisions of this Grant Agreement, or that the Grantee has failed in any other respect to comply with the provisions of this Grant Agreement, and if the Grantee does not remedy any such failure to the State's satisfaction, the State may withhold from the Grantee all or any portion of the State funding and take any other action that it deems necessary to protect its interests. Where a portion of the State funding has been disbursed to the Grantee and the State notifies the Grantee of its decision not to release funds that have been withheld pursuant to Paragraph 10, "Default Provisions," the portion that has been disbursed shall thereafter be repaid immediately at the time the State notifies the Grantee, as directed by the State. The State may consider the Grantee's refusal to repay the requested disbursed amount a material breach subject to the default provisions in Paragraph 10, "Default Provisions." If the State notifies the Grantee of its decision to withhold the entire funding amount from the Grantee pursuant to this Paragraph, this Grant Agreement shall terminate upon receipt of such notice by the Grantee and the State shall no longer be required to provide funds under this Grant Agreement and the Grant Agreement shall no longer be binding on either party.
- 10) DEFAULT PROVISIONS. The Grantee shall be in default under this Grant Agreement if any of the following occur:
- A. Substantial breaches of this Grant Agreement, or any supplement or amendment to it, or any other agreement between the Grantee and the State evidencing or securing the Grantee's obligations.
 - B. Making any false warranty, representation, or statement with respect to this Grant Agreement or the application filed to obtain this Grant Agreement.
 - C. Failure to operate or maintain the Project in accordance with this Grant Agreement.
 - D. Failure to make any remittance required by this Grant Agreement, including any remittance recommended as the result of an audit conducted pursuant to Standard Condition Paragraph D.5.
 - E. Failure to submit quarterly progress reports pursuant to Paragraph 4.

- F. Failure to routinely invoice the State pursuant to Paragraph 7.
- G. Failure to meet any of the requirements set forth in Paragraph 11, "Continuing Eligibility."

Should an event of default occur, the State shall provide a notice of default to the Grantee and shall give the Grantee at least ten (10) calendar days to cure the default from the date the notice is sent via first-class mail to the Grantee. If the Grantee fails to cure the default within the time prescribed by the State, the State may do any of the following:

- H. Declare the funding be immediately repaid.
- I. Terminate any obligation to make future payments to the Grantee.
- J. Terminate the Grant Agreement.
- K. Take any other action that it deems necessary to protect its interests.

In the event the State finds it necessary to enforce this provision of this Grant Agreement in the manner provided by law, the Grantee agrees to pay all costs incurred by the State including, but not limited to, reasonable attorneys' fees, legal expenses, and costs.

- 11) CONTINUING ELIGIBILITY. The Grantee shall meet the following ongoing requirement(s) and all eligibility criteria outlined in the 2021 Guidelines to remain eligible to receive State funds:
- A. An urban water supplier that receives grant funds pursuant to this Agreement shall maintain compliance with the Urban Water Management Planning Act (UWMP; Wat. Code, § 10610 et seq.) and Sustainable Water Use and Demand Reduction (Wat. Code, § 10608 et seq.) as set forth on page 12 of the 2021 Guidelines and Proposal Solicitation Package.
 - B. An agricultural water supplier receiving grant funds shall comply with Sustainable Water Use and Demand Reduction requirements outlined in Water Code section 10608, et seq. and have their Agricultural Water Management Plan (AWMP) deemed consistent by DWR. To maintain eligibility and continue funding disbursements, an agricultural water supply shall have their 2021 AWMP identified on the State's website. For more information, visit the website listed in the 2021 Guidelines and Proposal Solicitation Package.
 - C. A surface water diverter receiving grant funds shall maintain compliance with diversion reporting requirements as outlined in Water Code section 5100 et. seq.
 - D. If applicable, the Grantee shall demonstrate compliance with the Sustainable Groundwater Management Act (SGMA) as set forth in the 2021 Guidelines and Proposal Solicitation Package.
 - E. If the Grantee has been designated as a monitoring entity under the California Statewide Groundwater Elevation Monitoring (CASGEM) Program, the Grantee shall maintain reporting compliance, as required by Water Code section 10932 and the CASGEM Program. Alternatively, if the Grantee has submitted a Groundwater Sustainability Plan (GSP) or Alternative Plan pursuant to the GSP Regulations (Cal. Code Regs., tit. 23, § 350 et seq.), groundwater level data must be submitted through the SGMA Portal at: <https://sgma.water.ca.gov/portal/>.
 - F. The Grantee shall adhere to the protocols developed pursuant to The Open and Transparent Water Data Act (Wat. Code, § 12406, et seq.) for data sharing, transparency, documentation, and quality control.

- 12) SUBMISSION OF REPORTS. The submittal and approval of all reports is a requirement for the successful completion of this Grant Agreement. Reports shall meet generally accepted professional standards for technical reporting and shall be proofread for content, numerical accuracy, spelling, and grammar prior to submittal to the State. All reports shall be submitted to the State's Project Manager and shall be submitted via the DWR "Grant Review and Tracking System" (GRanTS). If requested, the Grantee shall promptly provide any additional information deemed necessary by the State for the approval of reports. Reports shall be presented in the formats described in the applicable portion of Exhibit F, "Report Formats

and Requirements.” The timely submittal of reports is a requirement for initial and continued disbursement of State funds. Submittal and subsequent approval by the State of a Project Completion Report is a requirement for the release of any funds retained for such project.

- A. Quarterly Progress Reports: The Grantee shall submit quarterly Progress Reports to meet the State’s requirement for disbursement of funds. Progress Reports shall be uploaded via GRanTS, and the State’s Project Manager notified of upload. Progress Reports shall, in part, provide a brief description of the work performed, the Grantee’s activities, milestones achieved, any accomplishments and any problems encountered in the performance of the work under this Grant Agreement during the reporting period. The first Progress Report must accompany an invoice (\$0 Invoices are acceptable) and shall be submitted within 60 days following the end of the calendar quarter (i.e., invoices due May 30, August 29, November 29, and March 1).
 - B. Accountability Report: The Grantee shall prepare and submit to the State an Accountability Report on a quarterly basis if the Grantee received an advanced payment, consistent with the provisions in Paragraph 8, “Advanced Payment.”
 - C. Project Completion Report: The Grantee shall prepare and submit to the State a separate Project Completion Report for each project included in Exhibit A. The Grantee shall submit a Project Completion Report (or a Component Completion Report, if a Project has multiple Components) within ninety (90) calendar days of Project/Component completion as outlined in Exhibit F.
 - D. Grant Completion Report: Upon completion of all the Projects included in Exhibit A, the Grantee shall submit to the State a Grant Completion Report. The Grant Completion Report shall be submitted within ninety (90) calendar days of submitting the Completion Report for the final project to be completed under this Grant Agreement, as outlined in Exhibits A, and F. Retention for any grant administration line items in the Budget of this Grant Agreement will not be disbursed until the Grant Completion Report is approved by the State.
 - E. Post-Performance Reports: The Grantee shall prepare and submit to the State Post-Performance Reports for the applicable project(s). Post-Performance Reports shall be submitted to the State within ninety (90) calendar days after the first operational year of a project has elapsed. This record keeping and reporting process shall be repeated annually for a total of three (3) years after the project begins operation.
- 13) OPERATION AND MAINTENANCE OF PROJECT. For the useful life of construction and implementation projects and in consideration of the funding made by the State, the Grantee agrees to ensure or cause to be performed the commencement and continued operation of the project, and shall ensure or cause the project to be operated in an efficient and economical manner; shall ensure all repairs, renewals, and replacements necessary to the efficient operation of the same are provided; and shall ensure or cause the same to be maintained in as good and efficient condition as upon its construction, ordinary and reasonable wear and depreciation excepted. The State shall not be liable for any cost of such maintenance, management, or operation. The Grantee or their successors may, with the written approval of the State, transfer this responsibility to use, manage, and maintain the property. For purposes of this Grant Agreement, “useful life” means period during which an asset, property, or activity is expected to be usable for the purpose it was acquired or implemented; “operation costs” include direct costs incurred for material and labor needed for operations, utilities, insurance, and similar expenses, and “maintenance costs” include ordinary repairs and replacements of a recurring nature necessary for capital assets and basic structures and the expenditure of funds necessary to replace or reconstruct capital assets or basic structures. Refusal by the Grantee to ensure operation and maintenance of the projects in accordance with this provision may, at the option of the State, be considered a breach of this Grant Agreement and may be treated as default under Paragraph 10, “Default Provisions.”
- 14) MONITORING PLAN REQUIREMENTS. A Monitoring Plan shall be submitted to the State prior to disbursement of State funds for construction or monitoring activities. The Monitoring Plan should

incorporate Post-Performance Monitoring Report requirements as defined and listed in Exhibit F, and follow the guidance provided in Exhibit L, "Project Monitoring Plan Guidance."

- 15) NOTIFICATION OF STATE. The Grantee shall promptly notify the State, in writing, of the following items:
- A. Events or proposed changes that could affect the scope, budget, or work performed under this Grant Agreement. The Grantee agrees that no substantial change in the scope of a project will be undertaken until written notice of the proposed change has been provided to the State and the State has given written approval for such change. Substantial changes generally include changes to the scope of work, schedule or term, and budget.
 - B. Any public or media event publicizing the accomplishments and/or results of this Grant Agreement and provide the opportunity for attendance and participation by the State's representatives. The Grantee shall make such notification at least fourteen (14) calendar days prior to the event.
 - C. Discovery of any potential archaeological or historical resource. Should a potential archaeological or historical resource be discovered during construction, the Grantee agrees that all work in the area of the find shall cease until a qualified archaeologist has evaluated the situation and made recommendations regarding preservation of the resource, and the State has determined what actions should be taken to protect and preserve the resource. The Grantee agrees to implement appropriate actions as directed by the State.
 - D. The initiation of any litigation or the threat of litigation against the Grantee or an LPS regarding the Project or which may affect the Project in any way.
 - E. Applicable to construction projects only: Final inspection of the completed work on a project by a Registered Professional (Civil Engineer, Engineering Geologist, or other State approved certified/licensed Professional), in accordance with Exhibit D. The Grantee shall notify the State's Project Manager of the inspection date at least fourteen (14) calendar days prior to the inspection in order to provide the State the opportunity to participate in the inspection.
- 16) NOTICES. Any notice, demand, request, consent, or approval that either party desires or is required to give to the other party under this Grant Agreement shall be in writing. Notices may be transmitted by any of the following means:
- A. By delivery in person.
 - B. By certified U.S. mail, return receipt requested, postage prepaid.
 - C. By "overnight" delivery service; provided that next-business-day delivery is requested by the sender.
 - D. By electronic means.
 - E. Notices delivered in person will be deemed effective immediately on receipt (or refusal of delivery or receipt). Notices sent by certified mail will be deemed effective given ten (10) calendar days after the date deposited with the U.S. Postal Service. Notices sent by overnight delivery service will be deemed effective one business day after the date deposited with the delivery service. Notices sent electronically will be effective on the date of transmission, which is documented in writing. Notices shall be sent to the addresses listed below. Either party may, by written notice to the other, designate a different address that shall be substituted for the one below.
- 17) PERFORMANCE EVALUATION. Upon completion of this Grant Agreement, the Grantee's performance will be evaluated by the State and a copy of the evaluation will be placed in the State file and a copy sent to the Grantee.

18) PROJECT REPRESENTATIVES. The Project Representatives during the term of this Grant Agreement are as follows:

Department of Water Resources

Arthur Hinojosa
Manager, Division of Regional Assistance
P.O. Box 942836
Sacramento, CA 94236
Phone: (916) 902-6713
Email: Arthur.Hinojosa@water.ca.gov

Honey Lake Valley Resource Conservation District

Jesse Claypool
Board President
170 Russell Ave. Suite C.
Susanville, CA 96130
Phone: (530) 260-0067
Email: jclaypool@honeylakevalleyrcd.us

Direct all inquiries to the Project Manager:

Department of Water Resources

Charles Polc
Environmental Scientist
Division of Regional Assistance
P.O. Box 942836
Sacramento, CA 94236-0001
Phone: (916) 902-6717
Email: Charles.Polc@water.ca.gov

Honey Lake Valley Resource Conservation District

Andrea Stuemky
District Manager
170 Russell Ave. Suite C.
Susanville, CA 96130
Phone: (530) 260-0067
Email: astuemky@honeylakevalleyrcd.us

Either party may change its Project Representative or Project Manager upon written notice to the other party.

19) STANDARD PROVISIONS. This Grant Agreement is complete and is the final Agreement between the parties. The following Exhibits are attached and made a part of this Grant Agreement by this reference:

Exhibit A – Work Plan

Exhibit B – Budget

Exhibit C – Schedule

Exhibit D – Standard Conditions

Exhibit E – Authorizing Resolution

Exhibit F – Report Formats and Requirements

Exhibit G – Requirements for Data Submittal

Exhibit H – State Audit Document Requirements for the Grantee

Exhibit I – Local Project Sponsors and Project Locations

Exhibit J – Appraisal Specifications

Exhibit K – Information Needed for Escrow Processing and Closure

Exhibit L – Project Monitoring Plan Guidance

Exhibit M – Invoice Guidance for Administrative and Overhead Charges

IN WITNESS WHEREOF, the parties hereto have executed this Grant Agreement.

STATE OF CALIFORNIA
DEPARTMENT OF WATER RESOURCES

HONEY LAKE VALLEY RESOURCE
CONSERVATION DISTRICT



Arthur Hinojosa
Manager, Division of Regional Assistance

Jesse Claypool
Board President

Date 6/22/2022

Date 6/22/2022

Approved as to Legal Form and Sufficiency

James Herink For

Robin Brewer
Assistant General Counsel,
Office of the General Counsel

Date 6/22/2022

EXHIBIT A

WORK PLAN

Old Channel Project

IMPLEMENTING AGENCY: Honey Lake Valley Resource Conservation District (Grantee)

PROJECT DESCRIPTION: The Old Channel (Channel) Lining Project provides water conservation by re-establishing and lining or piping approximately 2,415 feet of the Channel and improves water quality by installing multiple oil and water separators to filter stormwater before entering the Channel. The Channel is currently unlined and obstructed by heavy vegetation. The unlined Channel carries harmful pollutants and contaminants to the critical habitat at Honey Lake as well as farmers' fields and crops. The pollutants and contaminants come from the unfiltered storm drain and drop inlets from City of Susanville roads, old pollution plumes from petroleum plants, and commercial parking lots bordering the Channel. Mitigation of stormwater pollution will be performed by using new stormwater pretreatment structures before discharging into vegetated swales or pipelines and, ultimately, into the Channel. A maintenance road with gates will be constructed along the Channel to provide a recreational pedestrian trail and multi-modal connectivity between existing public paths while giving access to the Grantee to maintain their water supply improvements.

Lining or piping the Channel will provide water reliability, quality, and resiliency during normal and drought conditions. This Project will reduce water losses by an estimated 455 acre-feet annually.

Budget Category (a): Project Administration

Task 1: Agreement Management

Manage Grant Agreement including compliance with grant requirements, and preparation and submission of supporting grant documents. Prepare invoices including relevant supporting documentation for submittal to DWR. This task also includes administrative responsibilities associated with the project such as coordinating with partnering agencies and managing consultants/contractors.

Deliverables:

- Invoices and associated backup documentation

Task 2: Reporting

Prepare progress reports detailing work completed during reporting period as outlined in Exhibit F of this Agreement. Submit reports to DWR.

Prepare Project Completion Report and submit to DWR no later than 90 days after project completion for DWR Project Manager's comment and review. The report shall be prepared and presented in accordance with guidance as outlined in Exhibit F.

Deliverables:

- Quarterly Project Progress Reports
- Project Completion Report/Grant Completion Report
- Documentation (e.g., photo) of "Acknowledgment of Credit & Signage" per Standard Condition D.2

Budget Category (b): Land Purchase/Easement**Task 3: Land Purchase**

At this time, the Channel easement is in place, and a new easement will not be required. Easements may be required for access to stormwater quality infrastructure if the construction occurs outside of the Channel easement.

Deliverables:

- Documentation supporting property value (if purchased)
- All relevant documentation regarding property ownership transfer or acquisition of easement including final recorded deed, title report, etc.

Budget Category (c): Planning/Design/Engineering/Environmental Documentation**Task 4: Feasibility Studies**

Project Feasibility Studies were completed as part of the project development process.

Deliverables:

- Relevant Feasibility Studies

Task 5: CEQA Documentation

Complete environmental review pursuant to CEQA. Prepare all necessary environmental documentation. Prepare letter stating no legal challenges (or addressing legal challenges).

Deliverables:

- All completed CEQA documents as required
- Legal Challenges Letter

Task 6: Permitting

The following permits are anticipated for this Project:

- National Pollutant Discharge Elimination System (NPDES) permit
- Stormwater Pollution Prevention Plan (SWPPP)
- NPDES (Private Owners) – Adjacent landowners may need to modify their NPDES permits to reflect the improved water quality elements of the Project. The Grantee will work with the adjacent landowners to verify NPDES status and determine if modifications are required to reflect the treatment (Best Management Practices or BMP's) of their stormwater discharge.
- City of Susanville and/or Washoe County Permits – Local permits will be obtained as necessary including a Grading Permit from Lassen County and Road Cut Permits from the City of Susanville. A Traffic Control Plan with the City of Susanville may be required depending on the impacts to local traffic

Deliverables:

- Permits as required

Task 7: Design

Complete preliminary and final designs including the following supporting work: 100% design plans and specifications for bidding. The final plans and specifications will be developed through the design process and will contain all information needed to line the Channel.

Deliverables:

- 100% Design Plans and Specifications

Task 8: Project Monitoring Plan

Develop and submit a Project Monitoring Plan per Paragraph 14 for DWR's review and approval.

Deliverables:

- Project Monitoring Plan

Budget Category (d): Construction/Implementation**Task 9: Contract Services**

This task must comply with the Standard Condition D.10 – Competitive Bidding and Procurements. Activities necessary (as applicable) to secure a contractor and award the contract, including: develop bid documents, prepare advertisement and contract documents for construction contract bidding, conduct pre-bid meeting, bid opening and evaluation, selection of the contractor, award of contract, and issuance of notice to proceed.

Deliverables:

- Bid Documents
- Proof of Advertisement
- Award of Contract
- Notice to Proceed

Task 10: Construction Administration

This task includes managing contractor submittal review, answering requests for information, and issuing work directives. A full-time engineering construction observer will be on site for the duration of the Project. Construction observer duties include documenting of pre-construction conditions, daily construction diary, preparing change orders, addressing questions of contractors on site, reviewing/ updating project schedule, reviewing contractor log submittals and pay requests, forecasting cash flow, notifying contractor if work is not acceptable. Upon completing the Project, the DWR Certificate of Project Completion and record drawings will be provided to DWR.

Deliverables:

- DWR Certificate of Project Completion
- Record Drawings

Task 11: Construction

Construction activities are outlined below.

The construction will include:

- Mobilization and Demobilization: Mobilization will include deploying equipment and materials at the Project site. Demobilization will include final testing of installed items and equipment including flow measurement devices, stormwater treatment devices, and canal lining, final clean up, and removal of temporary construction facilities, equipment and materials.
- Re-shape and grade the canal – The Old Channel will be cleaned and re-shaped in preparation for lining or piping. The grade will be adjusted to accommodate the anticipated peak flows. Modifications to the diversion structure on the Susan River may be made to accommodate the Project.

- Concrete line, geotextile liner, and/or pipe approximately 2,415 feet of the Channel.
- Grade in bioswales and upgrade 2,415 feet of maintenance road to a width of approximately 12 feet to provide maintenance and public trail access. Access gates will be installed where the Project crosses state or local roads to restrict vehicle access and allow for pedestrian access.
- Install approximately 7 oil-water separators or other approved Best Management Practices (BMPs) and connect the discharge to the Old Channel.
- Connection will be made to the existing diversion dam on the Susan River and a measuring device may be installed or modified.
- Stormwater runoff management will be monitored and controlled during the construction process. The contractor will be required to use BMPs to reduce erosion and sedimentation for the duration of the Project.
- Modification to several city, county, and state roads may be required to accommodate the Project. The modifications will be part of the construction process and will be permitted as noted in the Permit Section. It is anticipated that some asphalt will be removed and replaced to accommodate road crossings on the Project.
- Dust control (Air Quality Plan) will be required by the contractor performing the work.
- A Traffic Control Plan will define measures required of the contractor to maintain public safety and access for the duration of the Project.
- A Project Closeout Report will be prepared documenting the various construction and operation activities including: Submittals, Change Order, Pay Estimates, Final Construction Cost, Bonds and Insurance, Design Modifications, Operating Procedures, Permits, and other associated project materials.

Deliverables:

- Photographic Documentation of Progress

EXHIBIT B
BUDGET**AGREEMENT BUDGET SUMMARY**

	PROJECT	Grant Amount	All Other Cost*	Total Cost
	Old Channel Project	\$3,970,000	\$30,000	\$4,000,000
	GRAND TOTAL	\$3,970,000	\$30,000	\$4,000,000

*All other cost provided by the Grantee.

Old Channel Project

Implementing Agency: Honey Lake Valley Resource Conservation District

	BUDGET CATEGORY	Grant Amount	All Other Cost	Total Cost
(a)	Project Administration	\$60,000	\$20,000	\$80,000
(b)	Land Purchase / Easement	\$0	\$0	\$0
(c)	Planning / Design / Engineering / Environmental Documentation	\$460,000	\$10,000	\$470,000
(d)	Construction / Implementation	\$3,450,000	\$0	\$3,450,000
	TOTAL COSTS	\$3,970,000	\$30,000	\$4,000,000

EXHIBIT C
SCHEDULE**Old Channel Project**

	BUDGET CATEGORY	Start Date	End Date
a	Project Administration	3/19/2022	7/31/2024
b	Land Purchase / Easement	NA	NA
c	Planning / Design / Engineering / Environmental Documentation	4/15/2022	6/15/2023
d	Construction / Implementation	07/1/2023	4/15/2024

EXHIBIT D**STANDARD CONDITIONS**

- D.1. **ACCOUNTING AND DEPOSIT OF FUNDING DISBURSEMENT:**
- A. **Separate Accounting of Funding Disbursements:** Grantee shall account for the money disbursed pursuant to this Grant agreement separately from all other Grantee funds. Grantee shall maintain audit and accounting procedures that are in accordance with generally accepted accounting principles and practices, consistently applied. Grantee shall keep complete and accurate records of all receipts and disbursements on expenditures of such funds. Grantee shall require its contractors or subcontractors to maintain books, records, and other documents pertinent to their work in accordance with generally accepted accounting principles and practices. Records are subject to inspection by State at any and all reasonable times.
 - B. **Disposition of Money Disbursed:** All money disbursed pursuant to this Grant agreement shall be deposited in a non-interest bearing account, administered, and accounted for pursuant to the provisions of applicable law.
 - C. **Remittance of Unexpended Funds:** Grantee shall remit to State any unexpended funds that were disbursed to Grantee under this Grant agreement and were not used to pay Eligible Project Costs within a period of sixty (60) calendar days from the final disbursement from State to Grantee of funds or, within thirty (30) calendar days of the expiration of the Grant agreement, whichever comes first.
- D.2. **ACKNOWLEDGEMENT OF CREDIT AND SIGNAGE:** Grantee shall include appropriate acknowledgement of credit to the State for its support when promoting the Project or using any data and/or information developed under this Grant agreement. Signage shall be posted in a prominent location at Project site(s) (if applicable) or at the Grantee's headquarters and shall include the Department of Water Resources color logo and the following disclosure statement: "Funding for this project has been provided in full or in part from the Budget Act of 2021 and through an agreement with the State Department of Water Resources." The Grantee shall also include in each of its contracts for work under this Agreement a provision that incorporates the requirements stated within this Paragraph.
- D.3. **AMENDMENT:** This Grant agreement may be amended at any time by mutual agreement of the Parties, except insofar as any proposed amendments are in any way contrary to applicable law. Requests by the Grantee for amendments must be in writing stating the amendment request and the reason for the request. Requests solely for a time extension must be submitted at least 90 days prior to the work completion date set forth in Paragraph 2. Any other request for an amendment must be submitted at least 180 days prior to the work completion date set forth in Paragraph 2. State shall have no obligation to agree to an amendment.
- D.4. **AMERICANS WITH DISABILITIES ACT:** By signing this Grant agreement, Grantee assures State that it complies with the Americans with Disabilities Act (ADA) of 1990, (42 U.S.C. § 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.
- D.5. **AUDITS:** State reserves the right to conduct an audit at any time between the execution of this Grant agreement and the completion of the Project, with the costs of such audit borne by State. After completion of the Project, State may require Grantee to conduct a final audit to State's specifications, at Grantee's expense, such audit to be conducted by and a report prepared by an independent Certified Public Accountant. Failure or refusal by Grantee to comply with this provision shall be considered a breach of this Grant agreement, and State may elect to pursue any remedies provided in Paragraph 10 or take any other action it deems necessary to protect its interests. The Grantee agrees it shall return any audit disallowances to the State.

Pursuant to Government Code section 8546.7, the Grantee shall be subject to the examination and audit by the State for a period of three (3) years after final payment under this Grant agreement with respect of all matters connected with this Grant agreement, including but not limited to, the cost of administering this Grant agreement. All records of Grantee or its contractor or subcontractors shall be preserved for this purpose for at least three (3) years after receipt of the final disbursement under this Agreement.

- D.6. **BUDGET CONTINGENCY:** If the Budget Act of the current year covered under this Grant agreement does not appropriate sufficient funds for this program, this Grant agreement shall be of no force and effect. This provision shall be construed as a condition precedent to the obligation of State to make any payments under this Grant agreement. In this event, State shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Grant agreement and Grantee shall not be obligated to perform any provisions of this Grant agreement. Nothing in this Grant agreement shall be construed to provide Grantee with a right of priority for payment over any other Grantee. If funding for any fiscal year after the current year covered by this Grant agreement is reduced or deleted by the Budget Act, by Executive Order, or by order of the Department of Finance, the State shall have the option to either cancel this Grant agreement with no liability occurring to State or offer a Grant agreement amendment to Grantee to reflect the reduced amount.
- D.7. **CEQA:** Activities funded under this Grant agreement, regardless of funding source, must be in compliance with the California Environmental Quality Act (CEQA). (Pub. Resources Code, § 21000 et seq.) Any work that is subject to CEQA and funded under this Agreement shall not proceed until documents that satisfy the CEQA process are received by the State's Project Manager and the State has completed its CEQA compliance. Work funded under this Agreement that is subject to a CEQA document shall not proceed until and unless approved by the Department of Water Resources. Such approval is fully discretionary and shall constitute a condition precedent to any work for which it is required. If CEQA compliance by the Grantee is not complete at the time the State signs this Agreement, once State has considered the environmental documents, it may decide to require changes, alterations, or other mitigation to the Project; or to not fund the Project. Should the State decide to not fund the Project, this Agreement shall be terminated in accordance with Paragraph 10, "Default Provisions."
- D.8. **CHILD SUPPORT COMPLIANCE ACT:** The Grantee acknowledges in accordance with Public Contract Code section 7110, that:
- A. The Grantee recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Family Code section 5200 et seq.; and
 - B. The Grantee, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
- D.9. **CLAIMS DISPUTE:** Any claim that the Grantee may have regarding performance of this Agreement including, but not limited to, claims for additional compensation or extension of time, shall be submitted to the DWR Project Representative, within thirty (30) days of the Grantee's knowledge of the claim. State and Grantee shall then attempt to negotiate a resolution of such claim and process an amendment to this Agreement to implement the terms of any such resolution.
- D.10. **COMPETITIVE BIDDING AND PROCUREMENTS:** Grantee's contracts with other entities for the acquisition of goods and services and construction of public works with funds provided by State under this Grant agreement must be in writing and shall comply with all applicable laws and regulations regarding the securing of competitive bids and undertaking competitive negotiations. If the Grantee does not have a written policy to award contracts through a competitive bidding or sole source process, the Department of General Services' *State Contracting Manual* rules must be followed and

are available at: <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/State-Contracting>.

- D.11. **COMPUTER SOFTWARE:** Grantee certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Grant agreement for the acquisition, operation, or maintenance of computer software in violation of copyright laws.
- D.12. **CONFLICT OF INTEREST:** All participants are subject to State and Federal conflict of interest laws. Failure to comply with these laws, including business and financial disclosure provisions, will result in the application being rejected and any subsequent contract being declared void. Other legal action may also be taken. Applicable statutes include, but are not limited to, Government Code section 1090 and Public Contract Code sections 10410 and 10411, for State conflict of interest requirements.
- A. **Current State Employees:** No State officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any State agency, unless the employment, activity, or enterprise is required as a condition of regular State employment. No State officer or employee shall contract on his or her own behalf as an independent contractor with any State agency to provide goods or services.
 - B. **Former State Employees:** For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency. For the twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving State service.
 - C. **Employees of the Grantee:** Employees of the Grantee shall comply with all applicable provisions of law pertaining to conflicts of interest, including but not limited to any applicable conflict of interest provisions of the California Political Reform Act. (Gov. Code, § 87100 et seq.)
 - D. **Employees and Consultants to the Grantee:** Individuals working on behalf of a Grantee may be required by the Department to file a Statement of Economic Interests (Fair Political Practices Commission Form 700) if it is determined that an individual is a consultant for Political Reform Act purposes.
- D.13. **DELIVERY OF INFORMATION, REPORTS, AND DATA:** Grantee agrees to expeditiously provide throughout the term of this Grant agreement, such reports, data, information, and certifications as may be reasonably required by State.
- D.14. **DISPOSITION OF EQUIPMENT:** Grantee shall provide to State, not less than thirty (30) calendar days prior to submission of the final invoice, an itemized inventory of equipment purchased with funds provided by State. The inventory shall include all items with a current estimated fair market value of more than \$5,000.00 per item. Within sixty (60) calendar days of receipt of such inventory State shall provide Grantee with a list of the items on the inventory that State will take title to. All other items shall become the property of Grantee. State shall arrange for delivery from Grantee of items that it takes title to. Cost of transportation, if any, shall be borne by State.
- D.15. **DRUG-FREE WORKPLACE CERTIFICATION:** Certification of Compliance: By signing this Grant agreement, Grantee, its contractors or subcontractors hereby certify, under penalty of perjury under the laws of State of California, compliance with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code, § 8350 et seq.) and have or will provide a drug-free workplace by taking the following actions:
- A. Publish a statement notifying employees, contractors, and subcontractors that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited

and specifying actions to be taken against employees, contractors, or subcontractors for violations, as required by Government Code section 8355.

- B. Establish a Drug-Free Awareness Program, as required by Government Code section 8355 to inform employees, contractors, or subcontractors about all of the following:
- i. The dangers of drug abuse in the workplace,
 - ii. Grantee's policy of maintaining a drug-free workplace,
 - iii. Any available counseling, rehabilitation, and employee assistance programs, and
 - iv. Penalties that may be imposed upon employees, contractors, and subcontractors for drug abuse violations.
- C. Provide, as required by Government Code section 8355, that every employee, contractor, and/or subcontractor who works under this Grant agreement:
- i. Will receive a copy of Grantee's drug-free policy statement, and
 - ii. Will agree to abide by terms of Grantee's condition of employment, contract or subcontract.
- D.16. **EASEMENTS**: Where the Grantee acquires property in fee title or funds improvements to real property already owned in fee by the Grantee using State funds provided through this Grant agreement, an appropriate easement or other title restriction providing for floodplain preservation and agricultural and/or wildlife habitat conservation for the subject property in perpetuity, approved by the State, shall be conveyed to a regulatory or trustee agency or conservation group acceptable to the State. The easement or other title restriction must be in first position ahead of any recorded mortgage or lien on the property unless this requirement is waived by the State. Where the Grantee acquires an easement under this Agreement, the Grantee agrees to monitor and enforce the terms of the easement, unless the easement is subsequently transferred to another land management or conservation organization or entity with State permission, at which time monitoring and enforcement responsibilities will transfer to the new easement owner. Failure to provide an easement acceptable to the State may result in termination of this Agreement.
- D.17. **FINAL INSPECTIONS AND CERTIFICATION OF REGISTERED PROFESSIONAL**: Upon completion of the Project, Grantee shall provide for a final inspection and certification by a California Registered Professional (i.e., Professional Civil Engineer, Engineering Geologist), that the Project has been completed in accordance with submitted final plans and specifications and any modifications thereto and in accordance with this Grant Agreement.
- D.18. **GOVERNING LAW**: This Grant agreement is governed by and shall be interpreted in accordance with the laws of the State of California.
- D.19. **GRANTEE'S RESPONSIBILITIES**: Grantee and its representatives shall:
- A. Faithfully and expeditiously perform or cause to be performed all project work as described in Exhibit A and in accordance with Exhibits B and C.
 - B. Accept and agree to comply with all terms, provisions, conditions, and written commitments of this Grant agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by Grantee in the application, documents, amendments, and communications filed in support of its request for funding.
 - C. Comply with all applicable California, federal, and local laws and regulations.
 - D. Implement the Project in accordance with applicable provisions of the law.
 - E. Fulfill its obligations under the Grant agreement and be responsible for the performance of the Project.
 - F. Obtain any and all permits, licenses, and approvals required for performing any work under this Grant agreement, including those necessary to perform design, construction, or operation and maintenance of the Project. Grantee shall provide copies of permits and approvals to State.
 - G. Be solely responsible for design, construction, and operation and maintenance of projects within the work plan. Review or approval of plans, specifications, bid documents, or other construction documents by State is solely for the purpose of proper administration of funds by State and shall not be deemed to relieve or restrict responsibilities of Grantee under this Agreement.

- H. Be solely responsible for all work and for persons or entities engaged in work performed pursuant to this Agreement, including, but not limited to, contractors, subcontractors, suppliers, and providers of services. The Grantee shall be responsible for any and all disputes arising out of its contracts for work on the Project, including but not limited to payment disputes with contractors and subcontractors. The State will not mediate disputes between the Grantee and any other entity concerning responsibility for performance of work.
- D.20. INDEMNIFICATION: Grantee shall indemnify and hold and save the State, its officers, agents, and employees, free and harmless from any and all liabilities for any claims and damages (including inverse condemnation) that may arise out of the Project and this Agreement, including, but not limited to any claims or damages arising from planning, design, construction, maintenance and/or operation of levee rehabilitation measures for this Project and any breach of this Agreement. Grantee shall require its contractors or subcontractors to name the State, its officers, agents and employees as additional insureds on their liability insurance for activities undertaken pursuant to this Agreement.
- D.21. INDEPENDENT CAPACITY: Grantee, and the agents and employees of Grantees, in the performance of the Grant agreement, shall act in an independent capacity and not as officers, employees, or agents of the State.
- D.22. INSPECTION OF BOOKS, RECORDS, AND REPORTS: During regular office hours, each of the parties hereto and their duly authorized representatives shall have the right to inspect and to make copies of any books, records, or reports of either party pertaining to this Grant agreement or matters related hereto. Each of the parties hereto shall maintain and shall make available at all times for such inspection accurate records of all its costs, disbursements, and receipts with respect to its activities under this Grant agreement. Failure or refusal by Grantee to comply with this provision shall be considered a breach of this Grant agreement, and State may withhold disbursements to Grantee or take any other action it deems necessary to protect its interests.
- D.23. INSPECTIONS OF PROJECT BY STATE: State shall have the right to inspect the work being performed at any and all reasonable times during the term of the Grant agreement. This right shall extend to any subcontracts, and Grantee shall include provisions ensuring such access in all its contracts or subcontracts entered into pursuant to its Grant agreement with State.
- D.24. LABOR CODE COMPLIANCE: The Grantee agrees to be bound by all the provisions of the Labor Code regarding prevailing wages and shall monitor all contracts subject to reimbursement from this Agreement to assure that the prevailing wage provisions of the Labor Code are being met. Current Department of Industrial Relations (DIR) requirements may be found at: <http://www.dir.ca.gov/lcp.asp>. For more information, please refer to DIR's *Public Works Manual* at: <https://www.dir.ca.gov/dlse/PWManualCombined.pdf>. The Grantee affirms that it is aware of the provisions of section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance, and the Grantee affirms that it will comply with such provisions before commencing the performance of the work under this Agreement and will make its contractors and subcontractors aware of this provision.
- D.25. MODIFICATION OF OVERALL WORK PLAN: At the request of the Grantee, the State may at its sole discretion approve non-material changes to the portions of Exhibits A, B, and C which concern the budget and schedule without formally amending this Grant agreement. Non-material changes with respect to the budget are changes that only result in reallocation of the budget and will not result in an increase in the amount of the State Grant agreement. Non-material changes with respect to the Project schedule are changes that will not extend the term of this Grant agreement. Requests for non-material changes to the budget and schedule must be submitted by the Grantee to the State in writing and are not effective unless and until specifically approved by the State's Program Manager in writing.
- D.26. NONDISCRIMINATION: During the performance of this Grant agreement, Grantee and its contractors or subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee

or applicant for employment because of sex (gender), sexual orientation, gender identity, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), marital/domestic partner status, and denial of medical and family care leave or pregnancy disability leave. Grantee and its contractors or subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Grantee and its contractors or subcontractors shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code, § 12990.) and the applicable regulations promulgated there under (Cal. Code Regs., tit. 2, § 11000 et seq.). The applicable regulations of the Fair Employment and Housing are incorporated into this Agreement by reference. Grantee and its contractors or subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

Grantee shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Grant agreement.

- D.27. OPINIONS AND DETERMINATIONS: Where the terms of this Grant agreement provide for action to be based upon, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.
- D.28. PERFORMANCE BOND: Where contractors are used, the Grantee shall not authorize construction to begin until each contractor has furnished a performance bond in favor of the Grantee in the following amounts: faithful performance (100%) of contract value, and labor and materials (100%) of contract value. This requirement shall not apply to any contract for less than \$25,000.00. Any bond issued pursuant to this paragraph must be issued by a California-admitted surety. (Pub. Contract Code, § 7103; Code Civ. Proc., § 995.311.)
- D.29. PRIORITY HIRING CONSIDERATIONS: If this Grant agreement includes services in excess of \$200,000, the Grantee shall give priority consideration in filling vacancies in positions funded by the Grant agreement to qualified recipients of aid under Welfare and Institutions Code section 11200 in accordance with Public Contract Code section 10353.
- D.30. PROHIBITION AGAINST DISPOSAL OF PROJECT WITHOUT STATE PERMISSION: The Grantee shall not sell, abandon, lease, transfer, exchange, mortgage, hypothecate, or encumber in any manner whatsoever all or any portion of any real or other property necessarily connected or used in conjunction with the Project, or with Grantee's service of water, without prior permission of State. Grantee shall not take any action, including but not limited to actions relating to user fees, charges, and assessments that could adversely affect the ability of Grantee meet its obligations under this Grant agreement, without prior written permission of State. State may require that the proceeds from the disposition of any real or personal property be remitted to State.
- D.31. PROJECT ACCESS: The Grantee shall ensure that the State, the Governor of the State, or any authorized representative of the foregoing, will have safe and suitable access to the Project site at all reasonable times during Project construction and thereafter for the term of this Agreement.
- D.32. REMAINING BALANCE: In the event the Grantee does not submit invoices requesting all of the funds encumbered under this Grant Agreement, any remaining funds revert to the State. The State will notify the Grantee stating that the Project file is closed and any remaining balance will be disencumbered and unavailable for further use under this Grant Agreement.
- D.33. REMEDIES NOT EXCLUSIVE: The use by either party of any remedy specified herein for the enforcement of this Grant agreement is not exclusive and shall not deprive the party using such remedy of, or limit the application of, any other remedy provided by law.

- D.34. RETENTION: The State shall withhold ten percent (10%) of the funds, for each project, until the project is complete, and a Final Project Report is approved and accepted by DWR. If a project has multiple Components (within a project), at the State's discretion and upon a written request by the Grantee, any retained amount attributable to a single component may be released when that component is complete and the Final Component Completion Report is approved. Upon approval of the Final Project Report and/or Final Component Completion Report, any retained amounts due to the Grantee will be promptly disbursed to the Grantee, without interest.
- D.35. RIGHTS IN DATA: Grantee agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes and other written or graphic work produced in the performance of this Grant agreement shall be made available to the State and shall be in the public domain to the extent to which release of such materials is required under the California Public Records Act. (Gov. Code, § 6250 et seq.) Grantee may disclose, disseminate and use in whole or in part, any final form data and information received, collected and developed under this Grant agreement, subject to appropriate acknowledgement of credit to State for financial support. Grantee shall not utilize the materials for any profit-making venture or sell or grant rights to a third party who intends to do so. The State shall have the right to use any data described in this paragraph for any public purpose.
- D.36. SEVERABILITY: Should any portion of this Grant agreement be determined to be void or unenforceable, such shall be severed from the whole and the Grant agreement shall continue as modified.
- D.37. SUSPENSION OF PAYMENTS: This Grant agreement may be subject to suspension of payments or termination, or both if the State determines that:
- A. Grantee, its contractors, or subcontractors have made a false certification, or
 - B. Grantee, its contractors, or subcontractors violates the certification by failing to carry out the requirements noted in this Grant agreement.
- D.38. SUCCESSORS AND ASSIGNS: This Grant agreement and all of its provisions shall apply to and bind the successors and assigns of the parties. No assignment or transfer of this Grant agreement or any part thereof, rights hereunder, or interest herein by the Grantee shall be valid unless and until it is approved by State and made subject to such reasonable terms and conditions as State may impose.
- D.39. TERMINATION BY GRANTEE: Subject to State approval which may be reasonably withheld, Grantee may terminate this Agreement and be relieved of contractual obligations. In doing so, Grantee must provide a reason(s) for termination. Grantee must submit all progress reports summarizing accomplishments up until termination date.
- D.40. TERMINATION FOR CAUSE: Subject to the right to cure under Paragraph 10, "Default Provisions," the State may terminate this Grant agreement and be relieved of any payments should Grantee fail to perform the requirements of this Grant agreement at the time and in the manner herein, provided including but not limited to reasons of default under Paragraph 10, "Default Provisions."
- D.41. TERMINATION WITHOUT CAUSE: The State may terminate this Agreement without cause on 30 days' advance written notice. The Grantee shall be reimbursed for all reasonable expenses incurred up to the date of termination.
- D.42. THIRD PARTY BENEFICIARIES: The parties to this Agreement do not intend to create rights in, or grant remedies to, any third party as a beneficiary of this Agreement, or any duty, covenant, obligation or understanding established herein.
- D.43. TIMELINESS: Time is of the essence in this Grant Agreement.

- D.44. TRAVEL : Only ground transportation and lodging are eligible for grant reimbursement. Per diem costs will not be eligible for grant reimbursement. Any reimbursement for necessary travel shall be at rates not to exceed those set by the California Department of Human Resources. These rates may be found at: <http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx>. Reimbursement will be at the State travel amounts that are current as of the date costs are incurred. No travel outside of the project sponsor's service area shall be reimbursed unless prior written authorization is obtained from the State.
- D.45. UNION ORGANIZING: Grantee, by signing this Grant agreement, hereby acknowledges the applicability of Government Code sections 16645 through 16649 to this Grant Agreement. Furthermore, Grantee, by signing this Grant Agreement, hereby certifies that:
- A. No State funds disbursed by this Grant agreement will be used to assist, promote, or deter union organizing.
 - B. Grantee shall account for State funds disbursed for a specific expenditure by this Grant agreement to show those funds were allocated to that expenditure.
 - C. Grantee shall, where State funds are not designated as described in (b) above, allocate, on a pro rata basis, all disbursements that support the program.
 - D. If Grantee makes expenditures to assist, promote, or deter union organizing, Grantee will maintain records sufficient to show that no State funds were used for those expenditures and that Grantee shall provide those records to the Attorney General upon request.
- D.46. VENUE: The State and the Grantee hereby agree that any action arising out of this Agreement shall be filed and maintained in the Superior Court in and for the County of Sacramento, California, or in the United States District Court in and for the Eastern District of California. The Grantee hereby waives any existing sovereign immunity for the purposes of this Agreement.
- D.47. WAIVER OF RIGHTS: None of the provisions of this Grant Agreement shall be deemed waived unless expressly waived in writing. It is the intention of the parties here to that from time to time either party may waive any of its rights under this Grant agreement unless contrary to law. Any waiver by either party of rights arising in connection with the Grant agreement shall not be deemed to be a waiver with respect to any other rights or matters, and such provisions shall continue in full force and effect.

EXHIBIT E
AUTHORIZING RESOLUTION

**Board of Directors Honey Lake Valley Resource
Conservation District, County of Lassen,
State of California**

12/9/2021

RESOLUTION NO. 2021-04

**A RESOLUTION OF THE BOARD OF DIRECTORS OF
THE HONEY LAKE VALLEY RESOURCE
CONSERVATION DISTRICT AUTHORIZING THE GRANT
APPLICATION, ACCEPTANCE, AND EXECUTION FOR
THE OLD CHANNEL PROJECT**

**Board of Directors Honey Lake Valley Resource
Conservation District, County of Lassen,
State of California**

WHEREAS, Honey Lake Valley Resource Conservation District proposes to implement the Old channel Project;

WHEREAS, Honey Lake Valley Resource Conservation District has the legal authority and is authorized to enter into a funding agreement with the State of California; and
WHEREAS, Honey Lake Valley Resource Conservation District intends to apply for grant funding from the California Department of Water Resources for the Old channel Project;

THEREFORE, BE IT RESOLVED by the Board of Directors of the Honey Lake Valley Resource Conservation District as follows:

1. That pursuant and subject to all of the terms and provisions of Budget Act of 2021 (Stats. 2021, ch. 240, § 80), the Honey Lake Valley Resource Conservation District President of the Board, or designee is hereby authorized and directed to prepare and file an application for funding with the Department of Water Resources, and take such other actions necessary or appropriate to obtain grant funding.
2. The Honey Lake Valley Resource Conservation District President of the Board or designee is hereby authorized and directed to execute the funding agreement with the Department of Water Resources and any amendments thereto.
3. The Honey Lake Valley Resource Conservation District President of the Board or designee is hereby authorized and directed to submit any required documents, invoices, and reports required to obtain grant funding.

CERTIFICATION I hereby certify that the foregoing Resolution was duly and regularly adopted by the Board of Directors of the Honey Lake Valley Resource Conservation District at the meeting held on December 9th, 2021 motion by Robin Hanson and seconded by Wayne Langston motion passed by the following vote:

Director Vote:

Ayes: Hanson, Langston, and Claypool

Noes: _____

Absent: Tippin & Johnson

Abstain: _____



Jesse Claypool, Chair
Board of Directors



WAYNE LANGSTON, Secretary/Treasurer
Board of Directors

Attest:

Andrea Stuemky, District Manager



EXHIBIT F

REPORT FORMATS AND REQUIREMENTS

The following reporting formats should be utilized. Please obtain State approval prior to submitting a report in an alternative format.

PROGRESS REPORTS

Progress reports shall generally use the following format. This format may be modified as necessary to effectively communicate information. For each project, discuss the following at the task level, as organized in Exhibit A:

- Percent complete (by work)
- Discussion of work accomplished during the reporting period.
- Milestones or deliverables completed/submitted during the reporting period.
- Meetings held or attended.
- Scheduling concerns and issues encountered that may delay completion of the task.

For each project, discuss the following at the project level, as organized in Exhibit A:

- Work anticipated for the next reporting period.
- Photo documentation, as appropriate.
- Budget projections for grant share for the next two quarters
- Any schedule or budget modifications approved by DWR during the reporting period.

PROJECT COMPLETION REPORT

The Project Completion Report (or a Component Completion Report, if a Project has multiple Components) shall generally use the following format provided below for each project after completion.

Executive Summary

The Executive Summary should include a brief summary of project information and include the following items:

- Brief description of work proposed to be done in the original Grant application.
- List any official amendments to this Grant Agreement, with a short description of the amendment.

Reports and/or Products

The following items should be provided, unless already submitted as a deliverable:

- A copy of any final technical report or study, produced for or utilized in this Project as described in the Exhibit A
- Electronic copies of any data collected, not previously submitted
- Discussion of problems that occurred during the work and how those problems were resolved
- Final project schedule showing actual progress versus planned progress as shown in Exhibit C

Additional information that may be applicable for implementation projects includes the following:

- Record drawings
- Final geodetic survey information
- Project photos

Cost & Disposition of Funds

A list showing:

- Summary of Project costs including the following items:
 - Accounting of the cost of project expenditure;
 - Include all internal and external costs not previously disclosed (i.e., additional cost share); and
 - A discussion of factors that positively or negatively affected the project cost and any deviation from the original Project cost estimate.

Additional Information

- Benefits derived from the Project, with quantification of such benefits provided.
- If applicable, Certification from a California Registered Professional (Civil Engineer or Geologist, as appropriate), consistent with Exhibit D, that the project was conducted in accordance with the approved Work Plan in Exhibit A and any approved amendments thereto.
- Submittal schedule for the Post-Performance Report.

GRANT COMPLETION REPORT

The Grant Completion Report shall generally use the following format. This format may be modified as necessary to effectively communicate information on the various projects funded by this Grant Agreement, and includes the following:

- Executive Summary: consisting of a maximum of ten (10) pages summarizing information for the grant as well as the individual projects.
- Brief discussion whether the level, type, or magnitude of benefits of each project are comparable to the original project proposal; any remaining work to be completed and mechanism for their implementation; and a summary of final funds disbursement for each project.

Additional Information: Summary of the submittal schedule for the Post-Performance Reports applicable for the projects in this Grant Agreement.

POST-PERFORMANCE REPORT

The Post-Performance Report (PPR) should be concise and focus on how each project is performing compared to its expected performance; whether the project is being operated and maintained and providing intended benefits as proposed. A PPR template may be provided by the assigned DWR Grant Manager upon request. The PPR should follow the general format of the template and provide requested information as applicable. The following information, at a minimum, shall be provided:

Reports and/or products

- Header including the following:
 - Grantee Name
 - Implementing Agency (if different from Grantee)
 - Grant Agreement Number
 - Project Name
 - Funding grant source
 - Report number
- Post-Performance Report schedule
- Time period of the annual report (e.g., January 2018 through December 2018)
- Project Description Summary
- Discussion of the project benefits

- An assessment of any differences between the expected versus actual project benefits as stated in the original application. Where applicable, the reporting should include quantitative metrics (e.g., new acre-feet of water produced that year, etc.).
- Summary of any additional costs and/or benefits deriving from the project since its completion, if applicable.
- Any additional information relevant to or generated by the continued operation of the project.

EXHIBIT G

REQUIREMENTS FOR DATA SUBMITTAL

Surface and Groundwater Quality Data:

Groundwater quality and ambient surface water quality monitoring data that include chemical, physical, or biological data shall be submitted to the State as described below, with a narrative description of data submittal activities included in project reports.

Surface water quality monitoring data shall be prepared for submission to the California Environmental Data Exchange Network (CEDEN). The CEDEN data templates are available on the CEDEN website. Inclusion of additional data elements described on the data templates is desirable. Data ready for submission should be uploaded to your CEDEN Regional Data Center via the CEDEN website. CEDEN website: <http://www.ceden.org>.

If a project's Work Plan contains a groundwater ambient monitoring element, groundwater quality monitoring data shall be submitted to the State for inclusion in the State Water Resources Control Board's Groundwater Ambient Monitoring and Assessment (GAMA) Program. Information on the GAMA Program can be obtained at: https://www.waterboards.ca.gov/water_issues/programs/gama/. If further information is required, the Grantee can contact the State Water Resources Control Board (SWRCB) GAMA Program. A listing of SWRCB staff involved in the GAMA program can be found at: https://www.waterboards.ca.gov/water_issues/programs/gama/contact.shtml.

Groundwater Level Data

For each project that collects groundwater level data, the Grantee will need to submit this data to DWR's Water Data Library (WDL), with a narrative description of data submittal activities included in project reports, as described in Exhibit F, "Report Formats and Requirements." Information regarding the WDL and in what format to submit data in can be found at: <http://www.water.ca.gov/waterdatalibrary/>.

EXHIBIT H**STATE AUDIT DOCUMENT REQUIREMENTS FOR THE GRANTEE**

The following provides a list of documents typically required by State Auditors and general guidelines for the Grantee. List of documents pertains to both State funding and the Grantee's Local Cost Share and details the documents/records that State Auditors would need to review in the event of this Grant Agreement is audited. The Grantee should ensure that such records are maintained for each funded project.

State Audit Document RequirementsInternal Controls

1. Organization chart (e.g., Agency's overall organization chart and organization chart for the State funded Program/Project).
2. Written internal procedures and flowcharts for the following:
 - a) Receipts and deposits
 - b) Disbursements
 - c) State reimbursement requests
 - d) Expenditure tracking of State funds
 - e) Guidelines, policy, and procedures on State funded Program/Project
3. Audit reports of the Agency internal control structure and/or financial statements within the last two years.
4. Prior audit reports on the State funded Program/Project.

State Funding:

1. Original Grant Agreement, any amendment(s) and budget modification documents.
2. A listing of all bond-funded grants, loans, or subventions received from the State.
3. A listing of all other funding sources for each Program/Project.

Contracts:

1. All subcontractor and consultant contracts and related or partners' documents, if applicable.
2. Contracts between the Agency and member agencies as related to the State funded Program/Project.

Invoices:

1. Invoices from vendors and subcontractors for expenditures submitted to the State for payments under the Grant Agreement.
2. Documentation linking subcontractor invoices to State reimbursement, requests and related Grant Agreement budget line items.
3. Reimbursement requests submitted to the State for the Grant Agreement.

Cash Documents:

1. Receipts (copies of warrants) showing payments received from the State.
2. Deposit slips (or bank statements) showing deposit of the payments received from the State.
3. Cancelled checks or disbursement documents showing payments made to vendors, subcontractors, consultants, and/or agents under the grants or loans.
4. Bank statements showing the deposit of the receipts.

Accounting Records:

1. Ledgers showing entries for funding receipts and cash disbursements.
2. Ledgers showing receipts and cash disbursement entries of other funding sources.
3. Bridging documents that tie the general ledger to requests for Grant Agreement reimbursement.

Administration Costs:

1. Supporting documents showing the calculation of administration costs.

Personnel:

1. List of all contractors and Agency staff that worked on the State funded Program/Project.
2. Payroll records including timesheets for contractor staff and the Agency personnel who provided services charged to the program

Project Files:

1. All supporting documentation maintained in the project files.
2. All Grant Agreement related correspondence.

EXHIBIT I

LOCAL PROJECT SPONSORS AND PROJECT LOCATIONS

The Grantee has assigned, for each project, a Local Project Sponsor (LPS). LPSs may act on behalf of the Grantee for the purposes of individual project management, oversight, compliance, and operations and maintenance. LPSs are identified for each sponsored Project below:

Local Project Sponsor Agency Designation

Sponsored Project: Old Channel Project

Sponsor Agency: Honey Lake Valley Resource Conservation District

Agency Address: 170 Russell Ave., Suite C.

Project Location: Susanville, California (40.416389000000002, -120.653056)

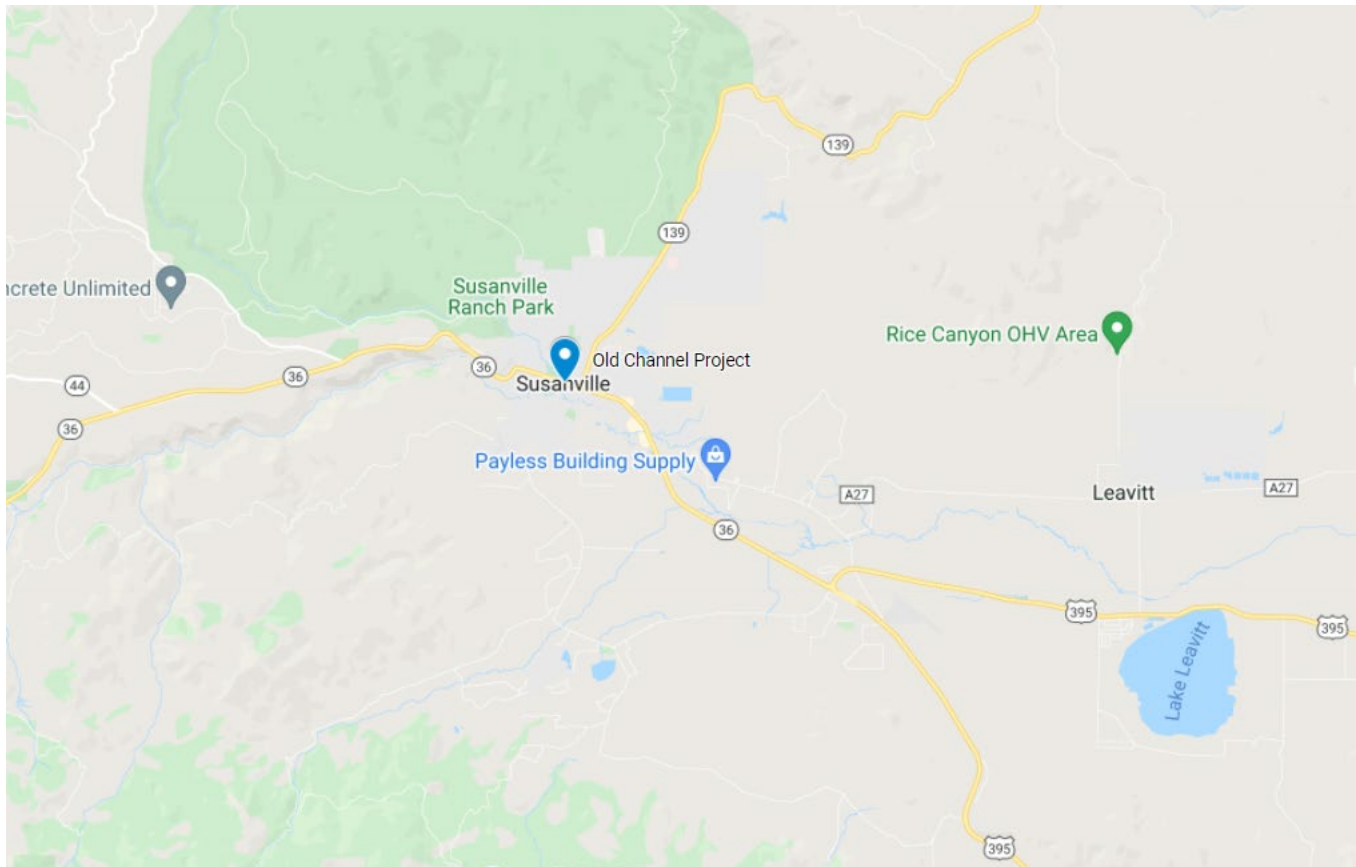


EXHIBIT J**APPRAISAL SPECIFICATIONS**

For property acquisitions funded by this Grant Agreement, the Grantee shall submit an appraisal for review and approval by the Department of General Services or DWR's Real Estate Branch prior to reimbursement or depositing State funds into an escrow account. This information should be submitted at least 90 days prior to a reimbursement request to account for review time. All appraisal reports, regardless of report format, shall include all applicable Appraisal Specifications below. Appraisals for a total compensation of \$150,000 or more shall be reported as a Self-Contained Appraisal Report. Appraisals for a total compensation of less than \$150,000 may be reported as a Summary Appraisal Report, which includes all information necessary to arrive at the appraiser's conclusion. Appraisal Specifications 14, 16, 21, 23-25, and 28 shall be a narrative analysis regardless of the reporting format.

1. Title page with sufficient identification of appraisal assignment.
2. Letter of transmittal summarizing important assumptions and conclusions, value estimate, date of value and date of report.
3. Table of contents.
4. Assumptions and Limiting Conditions, Extraordinary Assumptions, and Hypothetical Conditions as needed.
5. Description of the scope of work, including the extent of data collection and limitations, if any, in obtaining relevant data.
6. Definition of Fair Market Value, as defined by California Code of Civil Procedure, § 1263.320.
7. Photographs of subject property and comparable data, including significant physical features and the interior of structural improvements, if applicable.
8. Copies of Tax Assessor's plat map with the subject marked along with all contiguous assessor's parcels that depict the ownership.
9. A legal description of the subject property, if available.
10. For large, remote or inaccessible parcels, provide aerial photographs or topographical maps depicting the subject boundaries.
11. Three (3) year subject property history, including sales, listings, leases, options, zoning, applications for permits, or other documents or facts that might indicate or affect use or value.
12. Discussion of any current Agreement of Sale, option, or listing of subject property. This issue required increased diligence since state agencies often utilize non-profit organizations to quickly acquire sensitive habitat parcels using Option Agreements. However, due to confidentiality clauses, the terms of the Option are often not disclosed to the State. If the appraiser discovers evidence of an Option or the possible existence of an Option, and the terms cannot be disclosed due to a confidentiality clause, then the appraiser is to cease work and contact the client.
13. Regional, area, and neighborhood analyses. This information may be presented in a summary format.
14. Market conditions and trends including identification of the relevant market area, a discussion of supply and demand within the relevant market area, and a discussion of the relevant market factors impacting demand for site acquisition and leasing within the relevant market area. This information may be presented in a summary format.
15. Discussion of subject land/site characteristics (size, topography, current use, elevations, zoning and land use issues, development entitlements, General Plan designation, utilities, offsite improvements, access, land features such as levees and creeks, offsite improvements, easements and

encumbrances, covenants, conditions and restrictions, flood and earthquake information, toxic hazards, water rights, mineral rights, toxic hazards, taxes and assessments, etc.).

16. Description of subject improvements including all structures, square footage, physical age, type of construction, quality of construction, condition of improvements and/or identification of any permanent plantings. Discussion of construction cost methodology, costs included and excluded, accrued depreciation from all causes, remaining economic life, items of deferred maintenance and cost to cure, and incurable items. Construction cost data shall include cost data source, date of estimate or date of publication of cost manual, section and page reference of cost manual, copies of cost estimate if provided from another source, replacement or reproduction cost method used, and supporting calculations including worksheets or spreadsheets.
17. Subject property leasing and operating cost history, including all items of income and expense.
18. Analysis and conclusion of the larger parcel for partial taking appraisals. For partial taking appraisals, Appraisal Specifications generally apply to the larger parcel rather than an ownership where the larger parcel is not the entire ownership.
19. Include a copy of a recent preliminary title report (within the past year) as an appraisal exhibit. Discuss the title exceptions and analyze the effect of title exceptions on fair market value.
20. For appraisals of partial takings or easements, a detailed description of the taking or easement area including surface features and topography, easements, encumbrances or improvements including levees within the subject partial take or easement, and whether the take area is characteristic of the larger parcel. Any characteristics of the taking area, including existing pre-project levees that render the take area different from the larger parcel shall be addressed in the valuation.
21. Opinion of highest and best use for the subject property, based on an in-depth analysis supporting the concluded use which includes the detail required by the complexity of the analysis. Such support typically requires a discussion of the four criteria of tests utilized to determine the highest and best use of a property. If alternative feasible uses exist, explain and support market, development, cash flow, and risk factors leading to an ultimate highest and best use decision.
22. All approaches to market value applicable to the property type and in the subject market. Explain and support the exclusion of any usual approaches to value.
23. Map(s) showing all comparable properties in relation to the subject property.
24. Photographs and plat maps of comparable properties.
25. In-depth discussion of comparable properties, similarities and differences compared to the subject property, adjustments to the comparable data, and discussion of the reliability and credibility of the data as it relates to the indicated subject property value. Improved comparable sales which are used to compare to vacant land subject properties shall include an allocation between land and improvements, using methodology similar to methodology used in item 16 above to estimate improvement value when possible, with an explanation of the methodology used.
26. Comparable data sheets.
 - a. For sales, include information on grantor/Grantee, sale/recordation dates, listed or asking price as of the date of sale, highest and best use, financing, conditions of sale, buyer motivation, sufficient location information (street address, post mile, and/or distance from local landmarks such as bridges, road intersections, structures, etc.), land/site characteristics, improvements, source of any allocation of sale price between land and improvements, and confirming source.
 - b. For listings, also include marketing time from list date to effective date of the appraisal, original list price, changes in list price, broker feedback, if available.

- c. For leases, include significant information such as lessor/lessee, lease date and term, type of lease, rent and escalation, expenses, size of space leased, tenant improvement allowance, concessions, use restrictions, options, and confirming source. When comparing improved sales to a vacant land subject, the contributory value of the improvements shall be segregated from the land value.
27. For appraisals of easements, a before and after analysis of the burden of the easement on the fee, with attention to how the easement affects highest and best use in the after condition. An Easement Valuation Matrix or generalized easement valuation references may be used ONLY as a reference for a secondary basis of value.
 28. For partial taking and easement appraisals, valuation of the remainder in the after condition and analysis and identification of any change in highest and best use or other characteristics in the after condition, to establish severance damages to the remainder in the after condition, and a discussion of special and general benefits, and cost to cure damages or construction contract work.
 29. There are occasions where properties involve water rights, minerals, or salable timber that require separate valuations. If an appraisal assignment includes water rights, minerals, or merchantable timber that requires separate valuation, the valuation of the water rights, minerals, or merchantable timber shall be completed by a credentialed subject matter specialist.
 30. For partial taking and easement appraisals, presentation of the valuation in California partial taking acquisition required format.
 31. Implied dedication statement.
 32. Reconciliation and final value estimate. Include analysis and comparison of the comparable sales to the subject, and explain and support conclusions reached.
 33. Discussion of any departures taken in the development of the appraisal.
 34. Signed Certification consistent with the language found in Uniform Standards of Professional Appraisal Practice.
 35. If applicable, in addition to the above, appraisals of telecommunication sites shall also provide:
 - a. A discussion of market conditions and trends including identification of the relevant market, a discussion of supply and demand within the relevant market area and a discussion of the relevant market factors impacting demand for site acquisition and leasing within the relevant market area.
 - b. An analysis of other leases comparable to subject property. Factors to be discussed in the analysis include the latitude, longitude, type of tower, tower height, number of rack spaces, number of racks occupied, placement of racks, power source and adequacy, back-up power, vault and site improvements description and location on site, other utilities, access, and road maintenance costs.

EXHIBIT K**INFORMATION NEEDED FOR ESCROW PROCESSING AND CLOSURE**

The Grantee shall provide the following documents to the State Project Representative during the escrow process. Property acquisition escrow documents shall be submitted within the term of this Grant Agreement and after a qualified appraisal has been approved.

- Name and Address of Title Company Handling the Escrow
- Escrow Number
- Name of Escrow Officer
- Escrow Officer's Phone Number
- Dollar Amount Needed to Close Escrow
- Legal Description of Property Being Acquired
- Assessor's Parcel Number(s) of Property Being Acquired
- Copy of Title Insurance Report
- Entity Taking Title as Named Insured on Title Insurance Policy
- Copy of Escrow Instructions in Draft Form Prior to Recording for Review Purposes
- Copy of Final Escrow Instructions
- Verification that all Encumbrances (i.e., Liens, Back Taxes, and Similar Obligations) have been Cleared Prior to Recording the Deed to Transfer Title
- Copy of Deed for Review Purposes Prior to Recording
- Copy of Deed as Recorded in County Recorder's Office
- Copy of Escrow Closure Notice

EXHIBIT L

PROJECT MONITORING PLAN GUIDANCE

Introduction

For each project contained in Exhibit A, please include a brief description of the project (maximum ~150 words) including project location, implementation elements, need for the project (what problem will the project address) and responds to the requirements listed below.

A Project Monitoring Plan will be prepared prior to construction as noted in Section 14 of this Agreement.

Project Monitoring Plan Requirements

The Project Monitoring Plan shall contain responses to the following questions:

- What are the anticipated project physical benefits?
- What are the corresponding numeric targets for each project benefit?
- How will proposed numeric targets be measured?
- What are baseline conditions?
- When will the targets be met (e.g., upon project completion, five years after completion)?
- How often will monitoring be undertaken (e.g., monthly, yearly).
- Where are monitoring point locations (e.g., meter located at..., at stream mile...)? Include relevant maps.
- How will the project be maintained (e.g., irrigation, pest management, weed abatement)?
- What will be the frequency and duration of maintenance proposed activities?
- Are there any special environmental considerations (e.g., resource agency requirements, permit requirements, CEQA/NEPA mitigation measures)?
- Who is responsible for collecting the samples (i.e., who is conducting monitoring and/or maintenance)?
- How, and to whom, will monitoring results be reported (e.g., paper reports, online databases, public meetings)?
- What adaptive management strategies will be employed if problems are encountered during routine monitoring or maintenance?
- What is the anticipated life of the project?

EXHIBIT M

INVOICE GUIDANCE FOR ADMINISTRATIVE AND OVERHEAD CHARGES

The funds provided pursuant to this Agreement may only be used for costs that are directly related to the funded Project. The following provides a list of typical requirements for invoicing, specifically providing guidance on the appropriate methods for invoicing administrative and direct overhead charges.

Administration Charges

Indirect and General Overhead (i.e., indirect overhead) charges are not an allowable expense for reimbursement. However, administrative expenses that are apportioned directly to the project are eligible for reimbursement. Cost such as rent, office supplies, fringe benefits, etc. can be "Direct Costs" and are eligible expenses as long as:

- There is a consistent, articulated method for how the costs are allocated that is submitted and approved by the Grant Manager. The allocation method must be fully documented for auditors.
- A "fully-burdened labor rate" can be used to capture allowable administrative costs.
- The administrative/overhead costs can never include:
 - Non-project specific personnel and accounting services performed within the Grantee or an LPS' organization
 - Generic markup
 - Tuition
 - Conference fees
 - Building and equipment depreciation or use allowances
- Using a general overhead percentage is never allowed

Labor Rates

The Grantee must provide DWR with supporting documentation for personnel hours (see personnel billing rates letter in example invoice packet). The personnel rate letter should be submitted to the DWR Grant Manager prior to submittal of the first invoice. The supporting documentation must include, at a minimum, employee classifications that will be reimbursed by grant funds and the corresponding hourly rate range. These rates should be "burdened"; the burdened rate must be consistent with the Grantee's/Local Project Sponsors standardized allocation methodology. The supporting documentation should also provide an explanation of what costs make up the burdened rate and how those costs were determined. This information will be used to compare against personnel hours summary table invoice back up documentation. Periodic updates may be needed during the life of the grant which would be handled through a revised billing rate letter.

Property/Liability Package Program Invoice

Program Year 2021-22



Honey Lake Valley Resource Conservation District

170 Russell Ave, Suite C
Susanville, California 96130

Invoice Date: 06/30/2022
Invoice Number: 72455
Member Number: 7245

Vehicles

Item 2: 2014 Dodge Ram 1500 4x4 \$1,193.34
VIN: 1C6RR7KGXES479658
Added Effective 07/01/2021
Per Jesse

Item 3: 2014 Dodge Ram 1500 4x4 \$1,193.33
VIN: 1C6RR7KG9ES479666
Added Effective 07/01/2021
Per Jesse

Subtotal \$2,386.67

Multi Program Discount Adjustment -\$119.33

Total Contribution Amount Due by July 30 **\$2,267.34**

Please pay in full by the due date. If not, a late charge of one percent (1%) per month, twelve percent (12%) per annum, will be assessed on all sums past due. Imposition of this charge does not extend the due date for payment.

Remit Payment to:

Special District Risk Management Authority
P.O. Box 15677, Sacramento, California 95852

For invoice questions contact the SDRMA Finance Department at accounting@sdrma.org or 800.537.7790



Property/Liability Package Program Invoice

Program Year 2022-23

Honey Lake Valley Resource Conservation District

170 Russell Ave, Suite C
Susanville, California 96130

Invoice Date: 06/10/2022
Invoice Number: 72092
Member Number: 7245

Property, Boiler/Machinery, Pollution, Cyber <i>Coverage for 0 reported item(s) valued at (including contents): \$0</i>	\$0.00
Mobile/Contractors Equipment <i>Coverage for 1 reported item(s) valued at: \$21,800</i>	687.01
General Liability*, Errors & Omissions, Employee & Public Officials Dishonesty <i>Certificates: 0 Non-Member Certificate(s)</i>	6,147.85
Auto Liability (includes \$50 charge for non-owned auto coverage) <i>Coverage for 3 reported item(s) valued at: \$61,188</i>	3,265.27
Auto Comp / Collision <i>Coverage for 3 reported item(s) valued at: \$61,188</i>	1,405.68
Trailers <i>Coverage for 0 reported item(s) valued at: \$0</i>	0.00

Gross Package Contribution	\$11,505.81
Earned CIP Credits (0)	0.00
Longevity Distribution Credit	0.00
MemberPlus Online RQ Bonus	-75.00
Other Discounts	0.00
Subtotal	\$11,430.81
5% Multi-Program Discount	-\$571.54

Total Contribution Amount Due by 30 Days **\$10,859.27**

**Current Limit of Liability is \$2.5M for G/L, A/L and E&O (excluding outside excess liability limits)*

Please pay in full by the due date. If not, a late charge of one percent (1%) per month, twelve percent (12%) per annum, will be assessed on all sums past due. Imposition of this charge does not extend the due date for payment.

Remit Payment to:

Special District Risk Management Authority
P.O. Box 15677, Sacramento, California 95852

For invoice questions contact the SDRMA Finance Department at accounting@sdrma.org or 800.537.7790

Special District Risk Management Authority
1112 I Street Suite 300, Sacramento, California 95814-2865
Tel 916.231.4141 or 800.537.7790 | Fax 916.231.4111

www.sdrma.org

Workers' Compensation Program Invoice



Program Year 2022-23

Honey Lake Valley Resource Conservation District

170 Russell Ave, Suite C
Susanville, California 96130

Invoice Date: 05/16/2022
Invoice Number: 71645
Member Number: 7245

Class Code	Classification Description	Reported Payroll	Rate per \$100	Annual Contribution
0251	Irrigation, Drainage or Reclamation Works Operations	\$66,000	\$5.96	\$3,933.60
8810	Clerical/Office Employees	\$117,000	\$0.58	\$678.60

** Indicates per capita rate class code

Total Estimated Annual Contribution Based on Manual Rates	\$4,612.20
Contribution as Adjusted by the Experience Modification Factor of 88%	\$4,058.74
Less: *6% Credit Incentive Program Discount	-276.73
Estimated Annual Adjusted Contribution	<u>\$3,782.01</u>
Less: Longevity Distribution Credit	-182.00
Less: 5% Multi-Program Discount	-180.00
Less: Member Plus Online RQ Bonus	-75.00
Net Estimated Annual Contribution	<u>\$3,345.01</u>

Total Contribution Amount Due by 30 Days

\$3,345.01

Please pay in full by the due date. If not, a late charge of one percent (1%) per month, twelve percent (12%) per annum, will be assessed on all sums past due. Imposition of this charge does not extend the due date for payment.

Remit Payment to:

Special District Risk Management Authority
P.O. Box 15677, Sacramento, California 95852

For invoice questions contact the SDRMA Finance Department at accounting@sdrma.org or 800.537.7790

INVOICE ESTIMATE

Bill To: _____

David Schroeder
 709-650 Saddleback Ln.
 Janesville, CA 96114
 530-310-0234

DATE	8/15/22	<input type="checkbox"/> C.O.D. <input type="checkbox"/> CHRG. <input type="checkbox"/> NO CHRG.
NAME	RCD	
STREET		
CITY/STATE/ZIP	SUSANVILLE	
PHONE		

DESCRIPTION	QTY.	RATE	TOTAL
TRUCKER FOR FINE	11	125	1375
AND LIME			
MATERIAL FOR TRUCK	24	120	2880
W/CO SUPPLIANTS			
CONCRETE	30	260	7800
CONCRETE/DOR/SUP.	15	94.55	1418.25
LOBS	2	170	340
CPS			4744.56
TOTAL			\$12057.81

NOTE: I hereby certify I am engaged in the production of products of food animals & all of the feed which I shall purchase from Schroeder, Inc. will be purchased for use in the production of such products. This certificate shall be considered a part of each order, which I give unless otherwise specified.

Signature: _____

RELEASE OF LIABILITY: Customer's who load their own hay are doing so at their own risk. Schroeder, Inc. does not assume any liability for property damage, hay condition, customer safety or legal requirements.

Signature: _____

TOTAL SUMMARY	
#BALES	
SUBTOTAL	
TAX	
TOTAL	18057.81



C&S WASTE SOLUTIONS OF LASSEN COUNTY, LLC ACCOUNT NO. 4037-6124260
A Waste Connections Company INVOICE NO. 174421728U037
PO Box 270780 STATEMENT DATE 7/27/2022
SUSANVILLE, CA, 96127-0015 DUE DATE 8/25/2022
DISTRICT NO. 4037 BILLING PERIOD 7/1/2022-7/31/2022

SCHROEDER INC
741140 HERLONG ACCESS RD
HERLONG, CA 96113

FOR ASSISTANCE CALL
CUSTOMER SERVICE 530-252-1200
ONE TIME PAYMENTS 855-569-2719

INVOICE STATEMENT

Date	Description	Amount
	Previous Balance	\$0.00
	Total Payments	\$0.00
	Service Location	
	Acct #4037-6124260	
	SCHROEDER INC	
	741140 HERLONG ACCESS RD	
7/25/2022	DELIVERY FEE 30 YD - RO 860800	(2.0000 @ \$307.04) \$614.08
7/26/2022	DISPOSAL FEE BY TON - RO 862954	(5.5700 @ \$76.50) \$426.11
7/26/2022	HAUL 30 YD - RO 862954	(2.0000 @ \$307.04) \$614.08
7/26/2022	DISPOSAL FEE BY TON - RO 862954	(11.3600 @ \$76.50) \$869.04
7/27/2022	DISPOSAL FEE BY TON - RO 860803	(4.8700 @ \$76.50) \$372.56
7/27/2022	HAUL 30 YD - RO 860803	(2.0000 @ \$307.04) \$614.08
7/27/2022	DISPOSAL FEE BY TON - RO 860803	(8.5000 @ \$76.50) \$650.25
	FUEL & MATERIAL SURCHARGE	\$84.36
	4037-6124260 Charges and Taxes	\$4244.56
	Current Charges and Fees	\$4244.56
	Total Due:	\$4244.56

Please remit to the address below and return your remit stub with your payment

C&S WASTE SOLUTIONS OF LASSEN COUNTY, LLC
A Waste Connections Company
PO Box 270780
SUSANVILLE, CA, 96127-0015

ACCOUNT NO. 4037-6124260
 INVOICE NO. 174421728U037
 STATEMENT DATE 7/27/2022
 DUE DATE 8/25/2022

SCHROEDER INC. PAID
CK 10067
8/15

PAY THIS AMOUNT \$4244.56

WRITE
 AMOUNT **\$4244.56**
 PAID

SCHROEDER INC
741140 HERLONG ACCESS RD
HERLONG, CA 96113

MAIL PAYMENTS TO:
C&S WASTE SOLUTIONS OF LASSEN COUNTY,
A Waste Connections Company
PO Box 7428
PASADENA, CA, 91109-7428

Indian Wells
(760) 568-2611

Irvine
(949) 263-2600

Los Angeles
(213) 617-8100

Bend, OR
(541) 382-3011



BEST BEST & KRIEGER
ATTORNEYS AT LAW

3390 University Avenue, 5th Floor, P.O. Box 1028, Riverside, CA 92502
Phone: (951) 686-1450 | Fax: (951) 686-3083 | www.bbklaw.com
Tax ID # 95-2157337

Ontario
(909) 989-8584

Sacramento
(916) 325-4000

San Diego
(619) 525-1300

Walnut Creek
(925) 977-3300

Washington DC
(202) 785-0600

ANDREA STUEMKY, RCD DISTRICT MANAGER
HONEY LAKE VALLEY RESOURCE CONSERVATION DISTRICT
170 RUSSELL AVENUE
SUSANVILLE, CA 96130

August 2, 2022
941642
ANN M. SIPRELLE
Page 1

INVOICE SUMMARY

For Professional Services Rendered Through July 31, 2022:

Matter # 83697.00001

GENERAL/WATER COUNSEL

Current Fees:	\$	1,365.00
Total Current Billings For This Matter:	\$	1,365.00
Balance from Previous Statement:		1,296.00
Payments and Other Credits Received:		(0.00)
Prior Outstanding Balance:		1,296.00
Total Amount Due:	\$	2,661.00

Invoice Due and Payable Upon Receipt



Company Address 777 S. Wadsworth Blvd., Ste. 4-250
 Lakewood, CO 80226
 US
 Created Date 8/4/2022
 Quote Number 20223089
 Expiration Date 9/1/2022

Prepared By Mark Woloszyk
 Phone 3037815182
 Email mwoloszyk@whitestar.com

Contact Name Henry Anderson
 Phone (530) 260-1690

Bill To Name Honey Lake Valley RCD
 Bill To 170 Russell Ave., Suite C
 Susanville, California 96130

Ship To Name Honey Lake Valley RCD
 Ship To 170 Russell Ave., Suite C
 Susanville, California 96130
 Shipping Method Email

Quantity	Product	Line Item Description	Format	Datum	Projection	Sales Price	Total Price
1.00	1:24K Land Grid Township	Whitestar Grid - Mapping project with the use of Whitestar's TrueGRID that includes the subsection layers of Lots, Tracts, Quarters and Quarter-Quarters	Geodatabase	WGS84	lat/long	\$1,400.00	\$1,400.00
1.00	WhiteStar Consulting	WhiteStar Mapping of Points of Diversion for the Baxter Creek, Parker Creek and Susan River PDFs. Susan Decree 4573 Points from pages: 67-82 Baxter Decree 8174 Points from pages: 23-30 Parker Decree 8175 Points from pages: 10-12	Geodatabase	WGS84	lat/long	\$2,400.00	\$2,400.00
1.00	WhiteStar Consulting	Whitestar Mapping of Polygons for Susan Decree 4573 Polygons from pages: 30-66 Baxter Decree 8174 Polygons from pages: 10-22 Parker Decree 8175 Polygons from pages: 8-9	Geodatabase	WGS84	lat/long	\$10,000.00	\$10,000.00

Subtotal \$13,800.00
 Total Price \$13,800.00
 Grand Total \$13,800.00

Quote Acceptance

Signature _____
 Name _____
 Title _____
 Date _____

Disclaimer

All quotes from WhiteStar are valid for 30 days following the date of e-mail transmission. The company's standard terms and conditions apply to all orders. Our company accepts no liability for the content of this e-mail, or for the consequences of any actions taken on the basis of the information provided, unless that information is subsequently confirmed in writing. Finally, the recipient should check this e-mail and any attachments for the presence of viruses. The company accepts no liability for any damage caused by any virus transmitted by this e-mail.