



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 07/25/22 at www.honeylakevalleyrcd.us

Date: Thursday, July 28th, 2022
Location: via Zoom

Join Zoom Meeting
<https://us02web.zoom.us/j/85938704291?pwd=NGRFc3JiOW1renRyWFBqU3NEbGpBQT09>

Meeting ID: 859 3870 4291
Passcode: 977159
One tap mobile
+16699006833,,85938704291#,,,,*977159# US (San Jose)
+16694449171,,85938704291#,,,,*977159# US

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 HLVRCDC 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
- B. Financial Report
- C. Resolution 2022- 5, AB 361

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

V. REPORTS

- A. District Manager Report – Stuemky (attachment)
- 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
 - 1. Local Working Group meeting update
- 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. Consideration & approval to enter into a Memorandum of Understanding with the Lassen Fire Safe Council for future partnership opportunities. (attachment)

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. 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

- 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 Professional Services Agreement – Forest Management Program contract with TCK Ecological Consulting for the Susanville Ranch Park Mountain Meadow Restoration Project. (attachment)

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

- F. 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

- G. Consideration and approval of office space rental agreement with Michelle Hunter Farmers Insurance. (attachments)

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 July 2022 Invoice #939601 (\$1296.00) (attachment).

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

- B. Request for discussion on board member willingness and availability to search for grants and use resources to improve water master service area for large capital improvements with reference to the previously completed capital improvement plan?

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 **August 25th, 2022, at 5:30 PM.** The location is the USDA Service Center, 170 Russell Avenue, Suite C, Susanville, CA.

I certify that on Monday, July 25, 2022 agendas were posted as required by Government Code Section 54956 and any other applicable law.

X 

Andrea Stuemky
District Manager

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

RESOLUTION 2022-05

**RESOLUTION OF THE HONEY LAKE VALLEY RESOURCE
CONSERVATION DISTRICT (RCD)**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE HONEY LAKE VALLEY
RESOURCE CONSERVATION DISTRICT MAKING FINDINGS IN ACCORDANCE WITH AB
361 AND GOVERNMENT CODE SECTION 54953, AUTHORIZING REMOTE
TELECONFERENCE MEETINGS OF THE LEGISLATIVE BODIES OF THE HONEY LAKE
VALLEY RESOURCE CONSERVATION DISTRICT**

July 28th, 2022

WHEREAS, all meetings of Honey Lake Valley County Resource Conservation District's ("District") Board of Directors meetings are open and public, as required by the Ralph M. Brown Act (Cal. Gov. Code 54950 – 54963), so that any member of the public may attend, participate, and watch the District's legislative bodies conduct their business; and

WHEREAS, Governor Newsom signed AB 361, amending the Brown Act, including Government Code section 54953, subd. (e), that makes provisions for remote teleconferencing participation in meetings by members of a legislative body, without compliance with the requirements of Government Code section 54953, subd. (b)(3), subject to the existence of certain conditions; and

WHEREAS, a required condition of AB 361 is that a state of emergency is declared by the Governor pursuant to Government Code section 8625, proclaiming the existence of conditions of disaster or of extreme peril to the safety of persons and property within the state caused by conditions as described in Government Code section 8558; and

WHEREAS, on March 4, 2020, Governor Newsom issued a Proclamation of State of Emergency in response to the COVID-19 pandemic; and

WHEREAS, the proclaimed state of emergency remains in effect; and

WHEREAS, California Department of Public Health and the federal Centers for Disease Control and Prevention caution that the Delta variant of COVID- 19, currently the dominant strain of COVID-19 in the country, is more transmissible than prior variants of the virus, may cause more severe illness, and that even fully vaccinated individuals can spread the virus to others resulting in rapid and alarming rates of COVID-19 cases and hospitalizations (<https://www.cdc.gov/coronavirus/2019-ncov/variants/delta-variant.html>); and

WHEREAS, the District is committed to preserving and nurturing public access and participation in meetings of the Board of Directors and to protecting the health, welfare, and safety of the participants; and

WHEREAS, the Board of Directors does hereby find that the COVID-19 emergency has caused, and will continue to cause, conditions of peril to the safety of persons within the District that are likely to be beyond the control of services, personnel, equipment, and facilities of the District, and deems it necessary to find that meeting in person for meetings of all District-related legislative bodies as well as subcommittees of the Board of Directors subject to the Ralph M. Brown Act, would present imminent risks to the health or safety of attendees, and thus intends to invoke the provisions of AB 361 related to teleconferencing as provided in Government Code section 54953, subd. (e); and

WHEREAS, all teleconference meetings of the Board of Directors of the District and any legislative bodies of the District shall comply with the requirements to provide the public with access to the meetings as prescribed in section 54953; subd. (e)(2).

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

1. Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.
2. The Board finds that meeting in person for meetings of all District-related legislative bodies subject to the Ralph M. Brown Act would present imminent risks to the health or safety of attendees.
3. Staff is directed to return to the Board of Directors no later than thirty (30) days after the adoption of this resolution, or by the next Board of Directors meeting (whichever comes first), with an item for the Board to consider making the findings required by AB 361 in order to continue meeting under its provisions.
4. The District Executive Director is hereby authorized and directed to take all actions necessary to carry out the intent and purpose of this Resolution including, conducting open and public meetings in accordance with Government Code section 54953, subd. (e), and other applicable provisions of the Brown Act.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED by the Board of Directors of the Honey Lake Valley Resource Conservation District at its regular meeting held on the 28th day of July 2022, by the following vote:

Adopted on following motion by Director _____ seconded by
Director _____ and the following vote on this ____ day of _____
2022.

Director Vote:

Ayes: _____

Noes: _____

Absent: _____


Abstain: _____

Jesse Claypool, Chair
Board of Directors

WAYNE LANGSTON, Secretary/Treasurer
Board of Directors

Attest:

Andrea Stuemky, District Manager



HLVRCD
District Manager Report
7/28/2022

Grants:

Post Fire Recovery - Project Coordinator, Catherine, first day is Monday August 1st. Plan to onboard and get her into training for the first few weeks. She has requested to telework part of the week as she will be commuting from Reno until December 2022 due to a current lease agreement. We received one Book Keeper proposal, and will be interviewing them next week.

DOC Riparian Restoration – We have been working on getting permits in place with Point Blue, Lassen County, and USFWS, once that is laid out, we will be flying the RFP for the Beaver Dam analogue work and additional stream work. Other field work has begun and additional RFPs are being created for the forestry work.

Cal Recycle Herlong –Dave is moving equipment down there this week and complete that job within a few weeks. Andrea will go down there either Friday or later next week.

DWR Old Channel –Final agreement is signed, workplan updates with engineering team and waiting on service agreement from them. Henry and engineering team attended the grant welcome meeting as well.

NACD UAC 2021 – Finished work at end of June. Working on final reporting and payouts to vendors this month and will be finished in early August.

NACD TA 21/22 – No changes.

Lassen PBA – Final agreement is signed and in place. Working on PBA coordination position description to fly hopefully before end of August.

USDA Underserved Farmers and Ranchers – Waiting on final budget and agreements to be put into place.

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
Honey Lake Valley Resource Conservation District
AND THE
Lassen Fire Safe Council, Inc.**

This Memorandum of Understanding (MOU) is made and entered into by and between the Honey Lake Valley Resource Conservation District, a special district created pursuant to the California Public Resources Code Division 9, Chapter 3 (hereinafter called HLVRCD) and the Lassen Fire Safe Council, Inc., a 501(c)(3) non-profit public benefit organization (hereinafter called LFSC); (hereinafter collectively called the “Partners”).

I. PURPOSE

The purpose of this MOU is to strengthen cooperation among the Partners that will result in coordinated organizational delivery of forestry-related stewardship assistance to private landowners in order to sustain the health, safety, diversity and productivity of California’s private forest working lands and communities within Lassen County, California. The Partners have a long-term commitment to the conservation, stewardship and protection of Lassen County’s natural resources and communities that will endure beyond the life of this MOU.

The Partners have identified the following three goals (hereinafter referred to as the Goals) in the delivery of forestry-related stewardship assistance:

1. Accelerate the availability of technical expertise and assistance to private forest landowners and communities;
2. Integrate planning and other administrative issues between the Partners to improve private landowner and community participation in forestry, fire safety and conservation programs; and,
3. Collaborate and work together to increase and support the delivery of outreach and assistance that result in greater efficiency and accomplishing more good than choosing to work separately, where feasible and within the boundaries of each Partner’s mission.

The Partners are committed to address these Goals through both joint and separate actions.

II. BACKGROUND

Importance of healthy forest land: The Partners recognize that healthy forests are a critical component of California’s landscape. Forestlands, as well as trees and forests on other working lands, provide, among numerous other elements, clean air, clean water, carbon sequestration, wildlife habitat and economic benefits. Healthy forests are also vital to reducing the risk of catastrophic wildfires, insect and disease outbreaks, and the spread of invasive species.

Importance of creating communities that are safe from wildfire: Hand in hand with healthy forests are healthy communities that have the ability to protect themselves from wildfires and

recover when wildfire strikes. The Partners recognize that outreach, education, assistance and action are needed to build resilient communities.

Collaboration to meet customer/client/public needs: The Partners believe that a strong partnership among them will make it possible to be more effective in assisting private forest landowners, thereby increasing natural resource benefits from working lands. Each Partner delivers to private landowners and land managers technical and financial assistance through their various conservation programs and activities. Increased coordination and collaboration can result in synergistic effects that enable broader success in achieving conservation goals.

III. RESPONSIBILITIES

The Partners agree to recognize opportunities to collaborate and work together to meet the Goals of the MOU.

IV. GENERAL PROVISIONS

A. Period of Performance

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

B. Amendments/Termination

This MOU may be amended upon written request of either Party and the subsequent written concurrence of the other. Either of the Partners may terminate this MOU with a 30-day written notice to the other.

C. Transfer of Funding or Non-Monetary Resources

Nothing in this MOU shall obligate the Partners to expend or transfer any funds. Specific work projects or activities that involve the transfer of funds, services, or property among the Partners will require execution of separate agreements, and be contingent upon the availability of funds. Such activities must be independently authorized by appropriate authority. This MOU does not provide such authority. Negotiation, execution, and administration of each such agreement must comply with all applicable statutes and regulations.

D. Conflict Of Interest

No member, official or employee of HLVRCD or LFSC shall have any personal interest, direct or indirect, in this MOU nor shall any such member, official or employee participate in any decision relating to this MOU which affects his or her personal interests or the interest of any corporation, partnership or association in which he or she is directly or indirectly interested

E. No Third Party Beneficiaries

This MOU is made and entered into for the sole protection and benefit of the Partners hereto. No other person or entity shall have any right of action based upon the provisions of this MOU.

F. Assignment

This MOU shall not be assigned by either Party, either in whole or in part, without the prior written consent of the non-assigning Party. Any assignment or purported assignment of this MOU without the prior written consent of the non-assigning Party will be deemed void and of no force or effect.

G. Entire MOU

This MOU embodies the entire agreement between the Partners hereto in relation to the subject matter hereof, and no other agreement or understanding, verbal or otherwise, relative to this subject matter exists between the Partners at the time of execution of this MOU.

V. ORGANIZATION CONTACTS

The following individuals will serve as the Partners' Liaisons for this MOU.

HLVRCD: Jesse Claypool
HLVRCD Board Chair
170 Russell Ave, Suite C
Susanville, CA 96130
jclaypool@honeylakevalleyrcd.us
530-257-7271 ext 100

LFSC: Ruth Morentz
LFSC Board Chair
P. O. Box 816
Susanville, CA 96130
ruthmorentz@comcast.net
925-787-1559

VI. APPROVALS/SIGNATURES

The undersigned Partners hereby agree to the terms and conditions specified above.

Honey Lake Valley Resource Conservation District –

JESSE CLAYPOOL, Chair

Date

Lassen Fire Safe Council –

RUTH MORENTZ, Chair

Date

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.

Timothy C. Keeseey (RPF #3134)
TCK Ecological Consulting
705-670 Hwy 395 E., Susanville, CA 96130
(530) 260-0934; timkeeseey@tckecological.com

July 19, 2022

Ms. Andrea Stuemky, District Manager
Honey Lake Valley RCD
170 Russell Ave., Suite A
Susanville, CA 96130

SUBJECT: Professional Services Agreement - Forest Management Program

Dear Ms. Stuemky,

I am submitting for your approval an Agreement to act as a Forestry Consultant on the Susanville Ranch Park Mountain Meadow Restoration Project located in Lassen County, California (MDBM T30N, R12E, Portions of Sections 19 & 30) (*See Attached Map*).

PRESCRIPTIONS & TREATMENT:

Prescriptions will be developed for treatment areas to meet fuel reduction, forest health, and meadow restoration objectives. Negotiations will be made with Licensed Timber Operators (LTOs) to develop contracts for project implementation. Specific steps include:

1. Develop prescriptions for treatment areas within the project area: forest stand improvement, meadow restoration, and brush management.
2. Contact Licensed Timber Operators who could be available to complete the work.
3. Obtain bids from LTO's and negotiate a logging contract.
4. Receive all bids and summarize them for your review and selection of a logger.
5. Sample mark areas, and fully layout the sale for roads, stream protection, treatment boundaries, etc.
6. Prepare and submit a 10% dead and dying exemption to CALFIRE, if necessary.
7. Provide on-the-ground inspection of the thinning operations in order to insure compliance with the Logging Contracts as well as to uphold ownership interests.

FORESTRY and OTHER SERVICE FEES:

The fee for the forestry services as outlined above shall be based on time and expenses billed monthly. My rate is \$90 per hour, and any expenses incurred to that date with a not to exceed budget of \$3,060.00. Expenses shall include the cost of tree marking paint, flagging, printing, mailing, etc. You will be responsible for payment of any fees associated with this project required by any State or local agency. These rates shall remain unchanged through December 31, 2022.

BUDGET ESTIMATE (Phase I):

Task	Rate	#	Total
Prescriptions for forest stand improvement, meadow restoration, and brush management treatments	\$90/hr.	8	\$720.00
Contact LTO's and assist in negotiating a contract	\$90/hr.	8	\$720.00
Project layout	\$90/hr.	12	\$1,080.00
10% Dead and Dying Exemption	\$90/hr.	2	\$180.00
Project inspections	\$90/hr.	4	\$360.00
		TOTAL	\$3,060.00

If this meets with your approval, please sign and return a copy to me. I look forward to working with you in helping you restore forests and meadows in this beautiful park.

Sincerely,

Timothy C. Keeseey








Timothy C. Keeseey
Registered Professional Forester (RPF) No. 3134

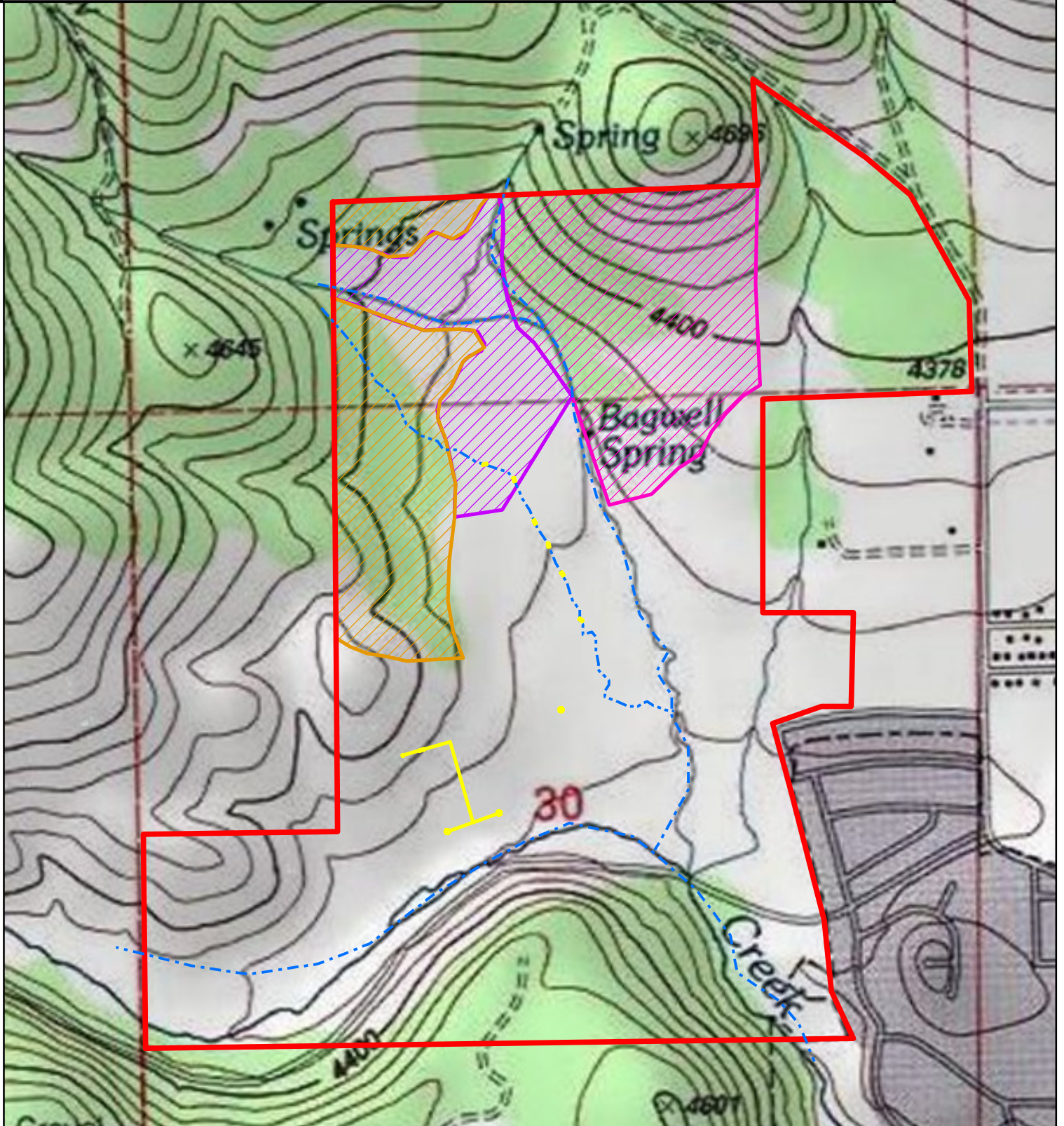
I approve of this Agreement and authorize initiation of the Forestry Program:

Signature: Andrea Stuemky

Date:

Susanville Ranch Park Mountain Meadow Restoration Project
 Lassen County, CA; Scale 1:10,000
 MDBM T30N, R12E, Sections 19 & 30

- | | |
|-------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------|
|  Susanville Ranch Park |  Riparian Restoration - Stockwater Layouts |
|  Forest Stand Improvement (41 ac.) |  Class I Watercourse |
|  Brush Management (53 ac.) |  Class II Watercourse |
|  Meadow Restoration - thinning (27 ac.) | |



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

COMMERCIAL LEASE AGREEMENT

THE PARTIES. This Lease Agreement agreed on July 28 2022 is between:

The **Lessor** is a business entity known as Hunter Insurance Inc. with a mailing address of 1855 Main Street Unit A, Susanville, California, 96130, hereinafter referred to as the "Lessor."

AND

The **Lessee** is a business entity known as Honey Lake Valley Resource Conservation District with a mailing address of the Property's Address, hereinafter referred to as the "Lessee."

The Lessor and Lessee hereby agree as follows:

DESCRIPTION OF LEASED PREMISES. The Lessor agrees to lease to the Lessee the following described office space located at 1855 Main Street Unit A, Susanville, California, 96130. Please view the attached Floor Plan.

Hereinafter referred to as the "Premises".

USE OF LEASED PREMISES. The Lessor is leasing the Premises to the Lessee and the Lessee is hereby agreeing to lease the Premises for any legal use allowed in accordance with local, State, and Federal laws.

Any change in use or purpose of the Premises other than as described above shall be upon prior written consent of Lessor only otherwise the Lessee will be considered in default of this Lease Agreement.

EXCLUSIVE USE. The Lessee shall not hold exclusive rights on the Premises. The Lessor shall hold the rights to lease other areas of the Property to any same or like use as the Lessee.

TERM OF LEASE. This Lease shall commence on August 1 2022 and expire at Midnight on August 1 2023 (“Initial Term”). If Lease does not commence on August 1, 2022, the first month’s rent will be prorated at a rate of \$17/day based on the date moved in through the end of the first month.

RENT AMOUNT. Payment shall be made by the Lessee to the Lessor in the amount of \$500.00 for the Initial Term of this Lease Agreement hereinafter referred to as the "Rent."

RENT PAYMENT. The Rent shall be paid under the following instructions:

Rent shall be paid by the Lessee to the Lessor on a per month basis with payment due no later than the 1st of every month.

Rent shall be paid to employee of Farmers Insurance or mailed to Michelle Hunter at 1855 Main Street Unit A, Susanville, CA 96130. Rent check shall be made out to “Michelle Hunter”.

RETURNED CHECKS (NSF). If the Lessee attempts to pay Rent with a check that is not deemed valid by a financial institution due to non-sufficient funds, or any other reason for it to be returned, the Lessee will be subject to a fee of \$50 in addition to any late fee.

LATE FEE. The Lessor shall charge a late payment fee if rent is not paid on time in the following amount:

The Lessee shall be charged a late fee in the amount of \$50 per occurrence if the rent is not paid after the 5th day payment is due.

OPTION TO RENEW. The Lessee shall not have the right to renew this Lease Agreement.

EXPENSES. In accordance with a Gross Lease the responsibility of the expenses shall be attributed to the following:

It is the intention of the Parties, and they hereby agree, that the above mentioned Rent is the entirety of the payment due per month and expenses payable by Lessee to Lessor and Lessee is not obligated to pay any additional expenses including real estate taxes, insurance (other than on the Lessee’s personal property) liens, charges or expenses of any nature whatsoever in connection with the ownership and

operation of the Premises. The Lessor shall be obligated to maintain the general exterior structure of the Premises and, in addition, shall maintain all major systems such as the heating, plumbing and electrical, and shall maintain the parking area and shall also provide snow removal and ground maintenance of the grounds and lands surrounding the Premises, except as hereinafter set forth. The Lessor will maintain, at their expense, casualty insurance insuring the leased Premises against loss by fire and negligence. The Lessee shall provide and maintain personal liability and property damage insurance as a lessee and will designate the Lessor as an "also named insured". The Lessee shall provide the Lessor with a copy of such insurance certification or policy prior to the effective date of this Lease, at least to the limits of \$1,000,000.00.

UTILITIES. The Lessor shall be responsible for the following utilities on the Premises: electricity, water, sewer, trash removal, internet TBD - need to know what RCD needs

SECURITY DEPOSIT. A security deposit in the amount of \$500.00 shall be due and payable in advance upon the signing of this Lease and which amount shall be held in escrow by the Lessor in a separate, interest-bearing savings account as security for the faithful performance of the terms and conditions of the Lease.

Provided the Premises is returned to the Lessor in the same condition as the Start the Initial Term, less any normal "wear and tear", the Lessee shall have their Security Deposit amount of \$500.00 returned within 30 days.

FURNISHINGS. The Lessor will provide the following furnishings to the Lessee upon the start of this Lease's Initial Term: 3 desks, conference table, & 1 file cabinet

PARKING. There shall not be any parking provided to the Lessee.

LEASEHOLD IMPROVEMENTS. The Lessee agrees that no leasehold improvements, alterations or changes of any nature, (except for those listed on any attached addenda) shall be made to the leasehold Premises or the exterior of the building without first obtaining the consent of the Lessor in writing, which consent shall not be unreasonably withheld, and thereafter, any and all leasehold improvements made to the Premises which become affixed or attached to the leasehold Premises shall remain the property of the Lessor at the expiration or termination of this Lease Agreement. Furthermore, any leasehold improvements shall be made only in accordance with applicable federal, state or local codes, ordinances or regulations, having due regard for the type of construction of the building housing the subject leasehold Premises. If the Lessee makes any improvements to the Premises the Lessee shall be responsible for payment.

Nothing in the Lease shall be construed to authorize the Lessee or any other person acting for the Lessee to encumber the rents of the Premises or the interest of the Lessee in the Premises or any person under and through whom the Lessee has acquired its interest in the Premises with a mechanic's lien or any other type of encumbrance. Under no circumstance shall the Lessee be construed to be the agent, employee or representative of Lessor. In the event a lien is placed against the Premises, through actions of the Lessee, Lessee will promptly pay the same or bond against the same and take steps immediately to have such lien removed. If the Lessee fails to have the Lien removed, the Lessor shall take steps to remove the lien and the Lessee shall pay Lessor for all expenses related to the Lien and removal thereof and shall be in default of this Lease.

LICENSES AND PERMITS. A copy of any and all local, state or federal permits acquired by the Lessee which are required for the use of the Premises shall be kept on-site at all times and shall be readily accessible and produced to the Lessor and/or their agents or any local, state, or federal officials upon demand.

MAINTENANCE. The Lessor shall be responsible for all repairs and maintenance due to normal wear and tear on the Premises. Particularly items which need immediate attention including but not limited to, the replacement of light bulbs, as well as the normal repair and cleaning of windows, cleaning of bathrooms, clearing of toilets, etc. The Lessor shall properly maintain the premises in a good, safe and clean condition and shall properly and promptly remove all rubbish and hazardous wastes and see that the same are properly disposed of according to all local, state or federal laws, rules regulations or ordinances.

In the event the building of the leased premises is damaged as a result of any neglect or negligence of Lessee, his employees, agents, business invitees, or any independent contractors serving the Lessee or in any way as a result of Lessee's use and occupancy of the premises, then the Lessee shall be primarily responsible for seeing that the proper claims are placed with the Lessee's insurance company, or the damaging party's insurance company, and shall furthermore be responsible for seeing that the building is safeguarded with respect to said damage and that all proper notices with respect to said damage, are made in a timely fashion, including notice to the Lessor, and the party or parties causing said damage.

SALE OF PROPERTY. In the event of a sale of the Premises the Lessor shall have the right to terminate this Lease Agreement by submitting written notice to the Lessee. Notice shall be submitted at least 180 days.

COMMON AREAS. The Lessor shall be responsible for any costs related to the maintenance and upkeep of the common areas which is defined as space used by more than one (1) of the Lessees on the Property. Common areas, include but are not limited to, entry-ways, bathrooms, meeting rooms, and any other space on the Property that is shared by the Lessees or Co-Tenants.

INSURANCE. In the event Lessee shall fail to obtain insurance required hereunder and fails to maintain the same in force continuously during the term, Lessor may, but shall not be required to, obtain the same and charge the Lessee for same as additional rent. Furthermore, Lessee agrees not to keep upon the premises any articles or goods which may be prohibited by the standard form of fire insurance policy, and in the event the insurance rates applicable to fire and extended coverage covering the premises shall be increased by reason of any use of the premises made by Lessee, then Lessee shall pay to Lessor, upon demand, such increase in insurance premium as shall be caused by said use or Lessee's proportionate share of any such increase.

SUBLET/ASSIGNMENT. The Lessee may not transfer or assign this Lease, or any right or interest hereunder or sublet said leased premises or any part thereof.

DAMAGE TO LEASED PREMISES. In the event the building housing the leased premises shall be destroyed or damaged as a result of any fire or other casualty which is not the result of the intentional acts or neglect of Lessee and which precludes or adversely affects the Lessee's occupancy of the leased premises, then in every such cause, the rent herein set forth shall be abated or adjusted according to the extent to which the Premises have been rendered unfit for use and occupation by the Lessee and until the demised premises have been put in a condition at the expense of the Lessor, at least to the extent of the value and as nearly as possible to the condition of the premises existing immediately prior to such damage. It is understood, however, in the event of total or substantial destruction to the Premises that in no event shall the Lessor's obligation to restore, replace or rebuild exceed an amount equal to the sum of the insurance proceeds available for reconstruction with respect to said damage.

The Lessee shall, during the term of this Lease, and in the renewal thereof, at its sole expense, keep the interior of the leased premises in as good a condition and repair as it is at the date of this Lease, reasonable wear and use excepted. This obligation would include the obligation to replace any plate glass damaged as a result of the neglect or acts of Lessee or her guests or invitees. Furthermore, the Lessee shall not knowingly commit nor permit to be committed any act or thing contrary to the rules and regulations prescribed from time to time by any federal, state or local authorities and shall expressly not be allowed to keep or maintain any hazardous waste materials or contaminants on the premises. Lessee shall also be responsible for the cost, if any, which would be incurred to bring her contemplated operation and business activity into compliance with any law or regulation of a federal, state or local authority.

HAZARDOUS MATERIALS LAWS. Shall mean any and all federal, state, or local laws, ordinances, rules, decrees, orders, regulations, or court decisions relating to hazardous substances, hazardous materials, hazardous waste, toxic substances, environmental conditions on, under, or about the Premises, the Building, or the Property, or soil and ground water conditions, including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA),

the Resource Conservation and Recovery Act (RCRA), the Hazardous Materials Transportation Act, any other law or legal requirement concerning hazardous or toxic substances, and any amendments to the foregoing.

LESSEE'S DEFAULT AND POSSESSION. In the event that the Lessee shall fail to pay said rent and expenses as set forth herein, or any part thereof, when the same are due and payable, or shall otherwise be in default of any other terms of said Lease for a period of more than 15 days, after receiving notice of said default, then the parties hereto expressly agree and covenant that the Lessor may declare the Lease terminated and may immediately re-enter said premises and take possession of the same together with any of Lessee's personal property, equipment or fixtures left on the premises which items may be held by the Lessor as security for the Lessee's eventual payment and/or satisfaction of rental defaults or other defaults of Lessee under the Lease. It is further agreed, that if the Lessee is in default, that the Lessor shall be entitled to take any and all action to protect its interest in the personal property and equipment, to prevent the unauthorized removal of said property or equipment which threatened action would be deemed to constitute irreparable harm and injury to the Lessor in violation of its security interest in said items of personal property. Furthermore, in the event of default, the Lessor may expressly undertake all reasonable preparations and efforts to release the Premises including, but not limited to, the removal of all inventory, equipment or leasehold improvements of the Lessee's, at the Lessee's expense, without the need to first procure an order of any court to do so, although obligated in the interim to undertake reasonable steps and procedures to safeguard the value of Lessee's property, including the storage of the same, under reasonable terms and conditions at Lessee's expense, and, in addition, it is understood that the Lessor may sue the Lessee for any damages or past rents due and owing and may undertake all and additional legal remedies then available.

LESSOR'S DEFAULT. The Lessee may send written notice to the Lessor stating duties or obligations that have not been fulfilled under the full performance of this Lease Agreement. If said duties or obligations have not been cured within 30 days from receiving such notice, unless the Lessor needs to more time to cure or remedy such issue in accordance with standard industry protocol, then the Lessor shall be in default of this Lease Agreement.

If the Lessor should be in default the Lessee shall have the option to terminate this Lease Agreement and be held harmless against any of its terms or obligations.

DISPUTES. If any dispute should arise in relation to this Lease Agreement the Lessor and Lessee shall first negotiate amongst themselves in "good faith." Afterwards, if the dispute is not resolved then the Lessor and Lessee shall seek mediation in accordance with the laws in the State of California. If the Lessor and Lessee fail to resolve the dispute through mediation then the parties shall be allowed to submit their cases in accordance with the local court system.

INDEMNIFICATION. The Lessee hereby covenants and agrees to indemnify, defend and hold the Lessor harmless from any and all claims or liabilities which may arise from any cause whatsoever as a result of Lessee's use and occupancy of the premises, and further shall indemnify the Lessor for any losses which the Lessor may suffer in connection with the Lessee's use and occupancy or care, custody and control of the premises. The Lessee also hereby covenants and agrees to indemnify and hold harmless the Lessor from any and all claims or liabilities which may arise from any latent defects in the subject premises that the Lessor is not aware of at the signing of the lease or at any time during the lease term.

BANKRUPTCY - INSOLVENCY. The Lessee agrees that in the event all or a substantial portion of the Lessee's assets are placed in the hands of a receiver or a Trustee, and such status continues for a period of 30 days, or should the Lessee make an assignment for the benefit of creditors or be adjudicated bankrupt, or should the Lessee institute any proceedings under the bankruptcy act or any amendment thereto, then such Lease or interest in and to the leased premises shall not become an asset in any such proceedings and, in such event, and in addition to any and all other remedies of the Lessor hereunder or by law provided, it shall be lawful for the Lessor to declare the term hereof ended and to re-enter the leased land and take possession thereof and all improvements thereon and to remove all persons therefrom and the Lessee shall have no further claim thereon.

SUBORDINATION AND ATTORNMENT. Upon request of the Lessor, Lessee will subordinate its rights hereunder to the lien of any mortgage now or hereafter in force against the property or any portion thereof, and to all advances made or hereafter to be made upon the security thereof, and to any ground or underlying lease of the property provided, however, that in such case the holder of such mortgage, or the Lessor under such Lease shall agree that this Lease shall not be divested or in any way affected by foreclosure, or other default proceedings under said mortgage, obligation secured thereby, or Lease, so long as the Lessee shall not be in default under the terms of this Lease. Lessee agrees that this Lease shall remain in full force and effect notwithstanding any such default proceedings under said mortgage or obligation secured thereby.

Lessee shall, in the event of the sale or assignment of Lessor's interest in the building of which the Premises form a part, or in the event of any proceedings brought for the foreclosure of, or in the event of exercise of the power of sale under any mortgage made by Lessor covering the Premises, attorn to the purchaser and recognize such purchaser as Lessor under this Lease.

USAGE BY LESSEE. Lessee shall comply with all rules, regulations and laws of any governmental authority with respect to use and occupancy. Lessee shall not conduct or permit to be conducted upon the premises any business or permit any act which is contrary to or in violation of any law, rules or regulations and requirements that may be imposed by any authority or any insurance company with which the premises is insured, nor will the Lessee allow the premises to be used in any way which will invalidate or be in conflict with any insurance policies applicable to the building. In no event shall explosives or extra hazardous materials be taken onto or retained on the premises. Furthermore, Lessee

shall not install or use any equipment that will cause undue interference with the peaceable and quiet enjoyment of the premises by other Lessees of the building.

SIGNAGE. Lessee shall not place on any exterior door, wall or window of the premises any sign or advertising matter without Lessor's prior written consent and the approval of the local municipality. Thereafter, Lessee agrees to maintain such sign or advertising matter as first approved by Lessor in good condition and repair. Furthermore, Lessee shall conform to any uniform reasonable sign plan or policy that the Lessor may introduce with respect to the building. Upon vacating the premises, Lessee agrees to remove all signs and to repair all damages caused or resulting from such removal.

PETS. No pets shall be allowed on the premises without the prior written permission of Lessor unless said pet is required for reasons of disability under the Americans with Disability Act.

CONDITION OF PREMISES/INSPECTION BY LESSEE. The Lessee acknowledges they have had the opportunity to inspect the Premises and acknowledges with its signature on this Lease that the Premises are in good condition and comply in all respects with the requirements of this Lease. The Lessor makes no representation or warranty with respect to the condition of the premises or its fitness or availability for any particular use, and the Lessor shall not be liable for any latent or patent defect therein. The Lessee represents that Lessee has inspected the premises and is leasing and will take possession of the premises with all current fixtures present in their "as is" condition as of the date hereof.

RIGHT OF ENTRY. It is agreed and understood that the Lessor and its agents shall have the complete and unencumbered right of entry to the Premises at any time or times for purposes of inspecting or showing the Premises and for the purpose of making any necessary repairs to the building or equipment as may be required of the Lessor under the terms of this Lease or as may be deemed necessary with respect to the inspection, maintenance or repair of the building. In accordance with State and local laws, the Lessor shall have the right to enter the Premises without the consent of the Lessee in the event of an emergency.

ESTOPPEL CERTIFICATE. Lessee at any time and from time to time, upon at least ten (10) days prior notice by Lessor, shall execute, acknowledge and deliver to Lessor, and/or to any other person, firm or corporation specified by Lessor, a statement certifying that the Lease is unmodified and in full force and effect, or if the Lease has been modified, then that the same is in full force and effect except as modified and stating the modifications, stating the dates to which the fixed rent and additional rent have been paid, and stating whether or not there exists any default by Lessor under this Lease and, if so, specifying each such default.

HOLDOVER PERIOD. Should the Lessee remain in possession of the Premises after the cancellation, expiration or sooner termination of the Lease, or any renewal thereof, without the execution of a new Lease or addendum, such holding over in the absence of a written agreement to the contrary shall be deemed to have created and be construed to be a tenancy from month to month with the Rent to be due and payable in the same amount as the previous month, terminable upon 30 days' notice by either party.

WAIVER. Waiver by Lessor of a default under this Lease shall not constitute a waiver of a subsequent default of any nature.

GOVERNING LAW. This Lease shall be governed by the laws of the State of California.

NOTICES. Notices shall be addressed to the following:

Lessee: Honey Lake Valley Resource Conservation District
1855 Main Street Unit A, Susanville, California, 96130

AMENDMENT(S). No amendment of this Lease shall be effective unless reduced to writing and subscribed by the parties with all the formality of the original.

SEVERABILITY. If any term or provision of this Lease Agreement is illegal, invalid or unenforceable, such term shall be limited to the extent necessary to make it legal and enforceable, and, if necessary, severed from this Lease. All other terms and provisions of this Lease Agreement shall remain in full force and effect.

BINDING EFFECT. This Lease and any amendments thereto shall be binding upon the Lessor and the Lessees and/or their respective successors, heirs, assigns, executors and administrators.

LESSOR SIGNATURE

Signature _____ Date _____

Michelle Hunter, Owner of Hunter Insurance Inc.

LESSEE SIGNATURE

Signature _____ Date _____

Jesse Claypool, Board President

RCD Renting

- RCD office 1
- RCD office 2
- + Access/Use of Bathroom Break Room

* Bathroom + Breakroom are common areas shared by Farmers + RCD



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
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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

July 4, 2022
Invoice 939601
AMS
Page 1

INVOICE SUMMARY

For Professional Services Rendered Through June 30, 2022:

Our Matter # 83697.00001
Re: GENERAL/WATER COUNSEL

Current Fees:	\$	<u>1,296.00</u>
Total Current Billings For This Matter:	\$	1,296.00
Balance from Previous Statement:		1,289.50
Payments and Other Credits Received:		<u>(1,289.50)</u>
Prior Outstanding Balance:		0.00
Total Amount Due:	\$	<u><u>1,296.00</u></u>

INVOICE IS DUE AND PAYABLE UPON RECEIPT