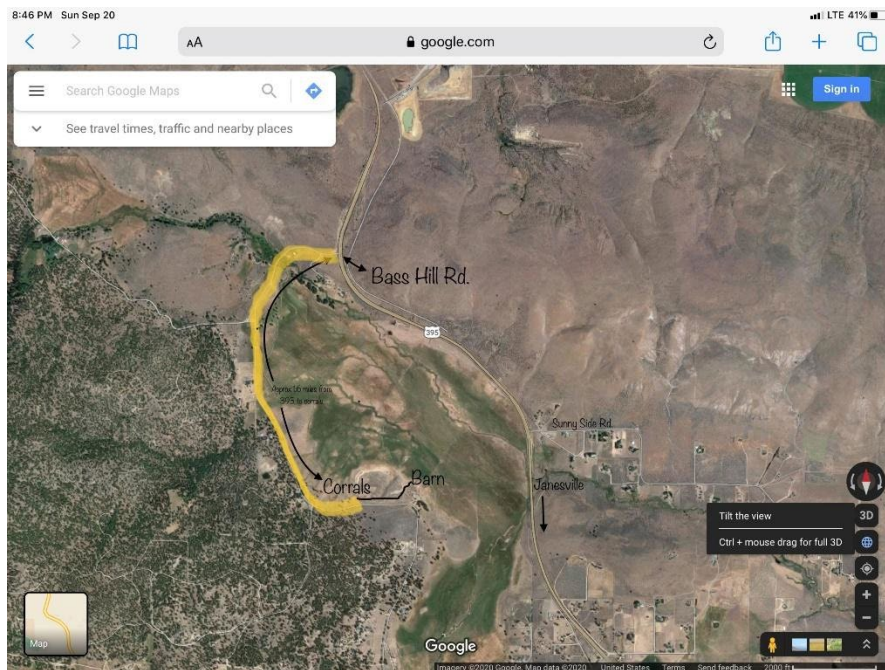




PUBLIC NOTICE
Board Meeting of the:
Honey Lake Valley Resource Conservation District
170 Russell Ave. Suite C
Susanville, CA 96130
5302574127 ext. 100
Attachments available 10/19/20 at
www.honeylakevalleyrcd.us
Revised 10/21/2020

Date: Thursday, October. 22nd, 2020
Location: The Bass Ranch, Janesville, CA

Take 395 heading to Janesville. At the top of Bass Hill take a right on Bass Hill Rd (It quickly turns into Wingfield Rd). Go approximately 1.6 miles, the corrals are on the left. Barn is located shortly after that.



Time: 5:30 PM

AGENDA

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

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

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

II. APPROVAL OF AGENDA

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

III. OATH OF OFFICE

Administering the Oath of Office to New HLV RCD Board Member, Robin Hanson.

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

IV. 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.

V. CONSENT ITEMS

- A. Treasurer's Report - Claypool

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

VI. REPORTS

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

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

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

- A. Consideration & approval of HLVRCD resolutions to be submitted to CARCD for member approval at the Nov 12 & 23 member business meeting.

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

- B. Identification & approval of HLVRCD board member delegate for the Nov 12 & 23 CARCD member

business meeting & voting.

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

- C. Consideration and approval of 2020 update to HLVRCD policy #2500 regarding Vacation PTO (60 days vs. 180 days). (attachment)

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

- D. Consideration and approval of 2020 update to HLVRCD policy #2520 regarding Sick Leave Accrual (4 hrs/pay period vs. 8hrs/month). (attachment)

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

- E. Consideration and approval to amend and update the 2018/2019 CEQA categorical exemption for the South Eagle Lake WUI Fuel Treatments project to allow for prescribed burning along road A1 (Eagle Lake Road). (attachments)

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

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

- F. Consideration and approval of first draft of the 2019/2020 Susan River Watermaster Service Area Annual Use Report (attachment), previously tabled from 9/24/2020.

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

- G. Consideration and Approval to pay any outstanding Lozano Smith Invoices (attachment).

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

- H. Consideration and Approval for renewing or replacing legal representation: Lozano Smith, Best Best and Krieger, Harper and Burns LLP (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 **November. 19th, 2020, at 3:30 PM.** The location is the USDA Service Center, 170 Russell Avenue, Suite C, Susanville, CA.

I certify that on Monday, October 19, 2020 agendas were posted as required by Government Code Section 54956 and any other applicable law.

X *Andrea Stuenkel*

Andrea Stuenkel
District Manager

f. POLICY TITLE: Vacations
POLICY NUMBER: 2500

2500.1 This policy shall apply to regular and probationary employees in all classifications.

2500.2 Paid vacations shall be accrued according to the following schedule on an annual basis:

- (a) During the first year of continuous work, 3 hours per 80 hours worked;
- (b) Two through five years of service, 4 hours per 80 hours worked;
- (c) Six through ten years of service, 5 hours per 80 hours worked;
- (d) After ten years of service, one additional hour of paid vacation per 80 hours for each additional five years of service to a maximum of 30 days.

2500.2.1 Vacation accrual rates identified in employment agreements between existing employees and the District that were created prior to this policy being approved on 1/27/2016 that have higher rates of accrual will supersede this policy.

2500.3 Employees who have completed **60 days** in regular status may take their vacation time all at once, or gradually, with the prior written approval of their supervisor. No vacation may be taken until the employee has completed at least **60 days** in regular employee status unless approved by the District Manager in writing.

2500.4 The total accumulated vacation time shall not exceed that amount earned annually by the employee.

2500.5 At termination of employment for any reason, the District shall compensate the employee for his/her accumulated vacation time at his/her straight time rate of pay at the time of termination.

2500.6 The District will not require an employee to take vacation time in lieu of sick leave during periods of illness. However, the employee may elect to take vacation time in lieu of sick leave. The District will not consider granting a leave of absence for medical reasons until all accumulated sick leave and vacation time have been used.

2500.7 If a holiday falls on a workday during an employee's vacation period, that day shall be considered as a paid holiday and not vacation time.

2500.8 Vacations may be scheduled at any time during the year upon written approval of the District Manager.

2500.9 Vacations are provided by the District to employees as a period of exemption from work with pay for the purpose of rest, relaxation and recreation. This respite is a benefit and is intended as an aid in maintaining the long-term and consistent productivity and contentment of the employee. As such, pay in lieu of vacation time away from work shall not be permitted.

f. **POLICY TITLE:** Sick Leave
POLICY NUMBER: 2520

2520.1 This policy shall apply to probationary and regular employees in all classifications.

2520.2 Sick leave is defined as absence from work due to illness, non-industrial injury, or quarantine due to exposure to a contagious disease. In addition, dentist and doctor appointments and prescribed sickness prevention measures shall be subject to sick leave. All sick leave, including medical appointments and kin care, shall be requested in advance and in writing to the District Manager for approval, with rare exception. Anytime an exception occurs, the employee shall submit a sick leave request to the District Manager. A copy of the approved sick leave request shall be attached to the pertinent time sheet.

2520.3 Employees shall earn sick leave at the rate of **4 hours per individual pay period**, cumulative to a maximum of 60 days. Sick leave hours earned shall be pro-rated for those probationary or regular employees working less than 40hrs/week. The determination of total accumulated sick leave days shall be made on January 2 of each year.

2520.4 Each employee may use accrued sick leave, up to half the time accrued per calendar year, as kin care leave, to care for sick immediate-family members. It is provided for those circumstances where the employee must take time off to care for a sick family member, regardless of the seriousness of the illness. Family members covered include parents, children and spouses and are defined as follows:

2520.4.1 A “child” means a biological, adopted or foster child, a stepchild, a legal ward or a child for whom an employee has accepted the duties and responsibilities of raising, such as where a grandparent raises his/her grandchild.

2520.4.2 A “parent” means a biological, foster or adoptive parent, a stepparent or legal guardian. Mothers-in-law, fathers-in-law and grandparents are also considered “parents for purposes of this division.

2520.4.3 The term “spouse” is not defined in the legislation mandating kin care, but presumably applies only to an individual to whom the employee is legally married.

2520.5 If absence from duty by reason of illness occurs, satisfactory evidence may be required by the District Manager.

2520.6 Accrued sick leave shall not be compensated upon employee’s termination from the district for any reason.

Julie M Bustamante
COUNTY CLERK-RECORDER
REGISTRAR OF VOTERS
CLERK FOR THE BOARD OF
SUPERVISORS



220 S Lassen St Suite 5
Susanville CA 96130
(530) 251-8217
FAX (530) 257-3480
Email lcclerk@co.lassen.ca.us
Website www.lassencounty.org

Office of the County Clerk-Recorder
Lassen County Courthouse
Susanville CA 96130

December 14, 2018

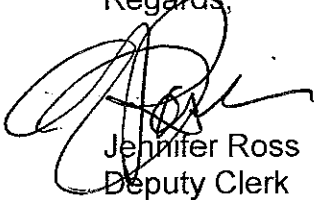
Honey Lake Valley Resource
170 Russell Ave
Susanville, CA 96130

RE: Notice of CEQA Exemption

To Whom It May Concern:

I certify the attached notice was filed at Lassen County Historic Courthouse on 11/14/2018, located at 220 S Lassen St, Suite #5, Susanville, CA 96130 and was posted for public inspection from the date of 11/14/2018 through 12/14/2018.

Regards,



Jennifer Ross
Deputy Clerk

Enc.

NOTICE OF CEQA EXEMPTION

To: Lassen County Clerk
220 South Lassen Street
Susanville, CA 96130


From: Honey Lake Valley Resource
170 Russel Avenue
Susanville, CA 96130
530-257-7271

FILED

NOV 14 2018

Date: November 13, 2018

Project Title:
South Eagle Lake WUI Fuel Treatments, Phase 1

JULIE BUSTAMANTE
LASSEN COUNTY CLERK
By  Deputy

Project Location:

Township 29 North, Range 11 East, Sections 5 & 6; Mount Diablo Meridian,
State of California.

Township 30 North, Range 11 East, Sections 8-17, 20-29, 31, 32, 34, & 35;
Mount Diablo Meridian, State of California.

Project Description:

The project will implement fuel reduction activities to improve the protection of homes, communities and public and private lands from fire while protecting environmental, natural and cultural resources. The project will reduce fuel loads in a mixed conifer forest adjacent to, and/or near the community of Lake Forest. The project site is mixed conifer forest and the target fuels are brush, and small and suppressed trees. The project also includes the removal of dead, dying and/or hazard trees adjacent to homes that will reduce wildfire risk in the home ignition zone and to utility infrastructure.

Much of the thinning activity and tree removal will be conducted under California Forest Practice Exemptions. The balance of the treatment activities, including the mastication of brush and small trees, hand treatments of brush and small trees and emergent brush follow-up treatments will be conducted under this Notice of Exemption (NOE).

Exempt Status (Guidelines Section and Class): Categorical Exemption:

15304, which exempts minor alterations in the condition of land, water, and/or vegetation which do not involve removal of healthy, mature, scenic trees except for forestry or agricultural purposes.

Reasons Why Project is Exempt: The Honey Lake Valley Resource Conservation District (HLVRCD) has reviewed the environmental/specialists' reports prepared by Registered Professional Foresters and other specialists and has determined that the project's implementation will result in multiple benefits, including restoration of the forest, watershed, and wildlife habitat. There will be no significant adverse impacts on endangered, rare, or threatened species or their habitats. There are no

hazardous materials at or around the project site. The project will avoid all archeological resource sites. The project will not result in cumulatively significant impacts. The Project will have no significant adverse effect on the environment.

Public Agencies that will be involved with the project:

California Department of Forestry and Fire Protection
Honey Lake Valley Resource Conservation District
Lassen County Fire Safe Council, Inc.

Lead Agency Contact Person:

Ian Sims, District Manager
Honey Lake Valley Resource Conservation District
530-257-7271

Signature: _____



Date: 11/13/18

Ian Sims, District Manager
Honey Lake Valley Resource Conservation District

ATTEST:

I, Ian Sims, Clerk of the Board of Directors, Honey Lake Valley Resource Conservation District, do hereby certify that the Honey Lake Valley Resource Conservation District approved this Notice of Exemption on the 13th day of November, 2018 by the following vote:

Ayes: Claypool, Schroeder, Johnson

Noes: _____

Abstentions: _____

Absent: Tippin, Langston



Ian Sims, Clerk of the Board of Directors
Honey Lake Valley Resource Conservation District

NOTICE OF CEQA EXEMPTION

To: Lassen County Clerk
220 South Lassen Street
Susanville, CA 96130

From: Honey Lake Valley Resource
170 Russel Avenue
Susanville, CA 96130
530-257-7271

Date: November 13, 2018

Project Title:
South Eagle Lake WUI Fuel Treatments, Phase 1

Project Location:

Township 29 North, Range 11 East, Sections 5 & 6; Mount Diablo Meridian,
State of California.

Township 30 North, Range 11 East, Sections 8-17, 20-29, 31, 32, 34, & 35;
Mount Diablo Meridian, State of California.

Project Description:

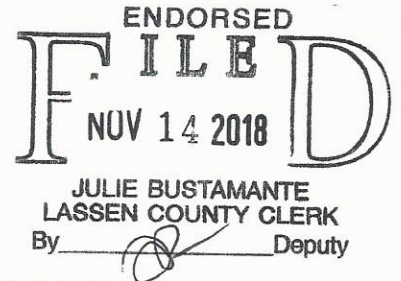
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Much of the thinning activity and tree removal will be conducted under California Forest Practice Exemptions. The balance of the treatment activities, including the mastication of brush and small trees, hand treatments of brush and small trees and emergent brush follow-up treatments will be conducted under this Notice of Exemption (NOE).

Exempt Status (Guidelines Section and Class): Categorical Exemption:

15304, which exempts minor alterations in the condition of land, water, and/or vegetation which do not involve removal of healthy, mature, scenic trees except for forestry or agricultural purposes.

Reasons Why Project is Exempt: The Honey Lake Valley Resource Conservation District (HLVRCD) has reviewed the environmental/specialists' reports prepared by Registered Professional Foresters and other specialists and has determined that the project's implementation will result in multiple benefits, including restoration of the forest, watershed, and wildlife habitat. There will be no significant adverse impacts on endangered, rare, or threatened species or their habitats. There are no



South Eagle Lake WUI Fuel Treatments, Phase 1 – Amendment #2

1. Project Description:

This project will implement fuel reduction activities to improve the protection of homes, communities and public and private lands from fire while protecting environmental, natural and cultural resources. The project will reduce fuel loads in a mixed conifer forest adjacent to, and/or near the community of Lake Forest (*See Attachment A – Project Area Map*). The project site is mixed conifer forest and the target fuels are brush, and small and suppressed trees. The project also includes the removal of dead, dying and/or hazard trees adjacent to homes that will reduce wildfire risk in the home ignition zone and to utility infrastructure.

Much of the thinning activity and tree removal will be conducted under California Forest Practice Exemptions. The balance of the treatment activities, including the mastication of brush and small trees, hand treatments of brush and small trees and emergent brush follow-up treatments will be conducted under this Notice of Exemption (NOE).

The Honey Lake Valley Resource Conservation District (RCD) has determined that the project is exempt from CEQA under exemption 15304, which exempts minor alterations in the condition of land, water, and/or vegetation which do not involve removal of healthy, mature, scenic trees except for forestry or agricultural purposes. Additional environmental analysis was conducted by Registered Professional Foresters and Environmental Specialists regarding proposed project effects on rare, threatened and endangered plants; threatened, endangered and special status wildlife species; and cultural resources. The Honey Lake Valley Resource Conservation District (HLVRCD) has reviewed these reports and determined that the project's implementation will result in multiple benefits, including restoration of the forest, watershed, and wildlife habitat. There will be no significant adverse impacts on endangered, rare, or threatened species or their habitats. There are no hazardous materials at or around the project site. The project will avoid all archeological resource sites. The project will not result in cumulatively significant impacts. The Project will have no significant adverse effect on the environment.

1.1. Mastication and Hand Treatment of Brush and Small Trees

Mastication involves the pulverization of brush, slash, and excessive natural tree regeneration to improve forest health and redistribute understory fuels in order to maintain an average spacing of trees of 17' by 17' (150 trees per acre). Trees that are over 18" in height and less than 8" diameter at breast height (dbh) will be treated. Brush greater than 18" in height will be treated. Snags less than 12" dbh will be treated, unless they show signs of use by wildlife or are marked with an "L", "W", or tag identifying them as a "Wildlife Tree". Woody debris less than 12" diameter which extends greater than 12" from the ground will be treated. Woody debris greater than 12" diameter will be retained for wildlife habitat. Areas with concentrations of activity fuels (i.e. logging slash) will be treated. Treated materials will not extend greater than 12" from the ground.

Good form should be considered when selecting leave trees in order to reduce the number of trees with crooks, doglegs, multiple tops, or other defects. Trees exhibiting poor vigor, mechanical damage, or disease and or insect infestation shall not be retained unless they are the best available tree. Trees that have a likelihood of creating a “ladder” for fire to move into the crowns of overstory trees have a lower priority as leave trees. Trees that do not exceed the maximum size and that are within 10’ of roads that have the potential to affect vehicular traffic use or to allow a fire to spread across the road shall be treated. Leave trees will be prioritized in the following order: 1) incense cedar; 2) ponderosa pine; 3) white fir; and 4) sugar pine

1.2. Emergent Brush Follow-Up Treatments:

Emergent brush follow-up treatments involves the use of pesticides to treat emergent vegetation in order to maintain the fuel break and forest spacing established by the mastication and hand thinning.

After brushfields and dense tree stands are cleared, native and non-native woody species aggressively reoccupy the site, regardless of the method of initial brush removal. The regrowth is typically from both old, vigorously sprouting plants and new dense stands of small seedlings, but in certain situations either seedlings or sprouts alone make up most of the regrowth. Control of this brush regrowth has been the most persistent and perplexing problem in converting dense stands of small diameter, unhealthy trees and shrubs that are subject to stand replacing and dangerous fire conditions to productive timber stands that can withstand a low to medium intensity fire and provide increased wildfire protection to communities . Sprouts from previously dormant buds on root crowns, stems, or roots left after initial brush removal have been most difficult to control. Herbicides have been shown to be an efficient cost-effective method of meeting this objective.

The following alternatives were considered, in addition to the one selected, and were disregarded for the following reasons:

- 1) Do Nothing. Loss of vegetation control investments, loss of property values due to associated fire hazard, and watershed impacts from anticipated wildfire.
- 2) Mechanical or Manual Treatment. Mechanical and manual treatments alone are not cost effective and would require multiple re-entries to re-treat the re-sprouting brush. This method would result in scarification of additional weed seeds that would result in ongoing germinate brush.
- 3) Biological Treatment. There is no known effective biological treatment. Cattle and sheep are grazers and not browsers and would not effectively forage on the target brush species. Goats are browsers and could be used to forage on the target brush species; however, the brush would re-sprout resulting in the need for ongoing treatments. There are very few goat herds available for brush control in the region. Goats can be very selective on which brush species they will browse.

4) Other Pesticides. Of the pesticides registered for this use, these were determined to be the most appropriate when considering cost-effectiveness and safety to desirable crop trees and the environment.

All pest control shall be with the use of pesticides. The landowner does not have any other cost-effective alternative to consider.

1.3. Prescribed Fire

Prescribed fire is a very cost and time efficient management tool. The native species within the project boundary have all evolved with and are adapted to frequent fire intervals. Using low intensity, more frequent prescribed fires allows native species to thrive and can also reduce invasive species populations. Prescribed burning, in this project, will be used to reduce the fuel load of ground fuels, coarse woody debris, as well as a portion of the above ground biomass. The purpose of the fire is to reduce the risk of large damaging fires by creating conditions that increase effectiveness of fire suppression.

Through prescribed fire, land managers can have a say in the timing and intensity of the fire. Land managers can also lessen the impacts or provide benefits for other environmental resources. Fire hazard reduction may be an objective of prescribed fire; however, there are other objectives such as wildlife habitat improvement, range improvement, enhancement of the project areas appearance, and improved safety by reducing the amount of dead and dying vegetation. If a wildfire does happen to enter an area that was treated, the wildfire may be contained sooner with reduced area burned at high intensity. The reduced number of acres or fire intensity will have benefits to other resource, including environmental resources, public health, and public and firefighter safety.

All prescribed fires will be subject to local and state regulation to maintain air quality and reduce fire escape risk. Prescribed burning is regulated by the Lassen County Air Pollution Control District (LCAPCD) in compliance with the state smoke management plan, Title 17. Prescribed burn projects must submit a Smoke Management Plan to LCAPCD for review and approval. The plan is developed to minimize air quality impacts of the project. Burning is done on approved burn days as determined by LCAPCD. This process ensures that there are no significant smoke impacts to public health from the project.

The desired fire intensity is low to moderate. A prescribed burn plan will be developed for prescribed fires within the project area prior to implementation that outlines the parameters (timing, weather, fuel moisture, etc.) necessary to implement the project to ensure that the fire remains low to moderate intensity and does not escape the project perimeter. In addition the plan will identify protocols should the fire escape. All prescribed fire activities carry a risk of fire escape, but the project design has reduced this risk below a significant level. By conducting burns in the off-season and with highly trained fire professionals (CAL FIRE) on site, the project reduces the risk of wildfire below the level of risk associated with the no-project alternative. Spotting outside of

fire lines should not be a problem with correct firing methods and weather patterns as prescribed in the burn plan. By reducing fuels while leaving slope and other factors unchanged, the project will reduce, not exacerbate the effects of any future wildfire.

2. Rare, Threatened, and Endangered Plant Considerations:

An assessment of potential sensitive plants in the area was conducted and identified 1 plant as requiring surveys in potential habitat prior to operations (See Attachment B – Biological Assessment – Rare Plants). This assessment included a nine-quad search for rare plants using the California Department of Fish and Wildlife (CDFW) BIOS system. This includes searching for rare plants identified within the area of the 7.5' quadrangles where the project is primarily located (Susanville) along with the eight surrounding quads. In addition, the Sierra Pacific Industries (SPI) company GIS database was queried to identify potential rare plants within the project area watershed (See Attachment C- SPI Wildlife/Botany Planning Watershed Report) and consideration was given to past experience in the area.

The assessment identified Susanville beardtongue (*Penstemon sudans*) (CNPS Rank 1B.2) as a sensitive plant species which could potentially be affected by operations. *Penstemon sudans* is fairly abundant throughout its range, but is only known to occur in the Susanville area. Botanical surveys for this species will be performed by a qualified specialist prior to project implementation. Any plants which are discovered will be flagged and avoided such that direct impacts to individual plants do not occur and immediately surrounding habitat conditions do not change. Description of the plant and its protection measures are included below:

Penstemon sudans – Susanville beardtongue

CNPS List 1B.2

Description:

Penstemon sudans, Susanville beardtongue, occurs throughout the mastication area of the South Eagle Lake WUI Fuel Treatment project area. This species is a perennial herb with a stem succulent shrub habit typically 1.3 to 3.2 feet in height. Flowering occurs between May and July, and the shrub is dormant during the winter. In the project vicinity *Penstemon sudans* occurs in open forest understory, rocky openings, disturbed roadsides, and existing conifer plantations. Botanical surveys conducted by SPI between 2005 and 2018 in portions of the project area show over 9,000 plants occur locally in an approximately 6,000 acre area. Occurrences located in established conifer plantations and roadside areas suggest the species tolerates and may even prefer some disturbance, including timber harvest, (plantation) site preparation, and subsequent brush control.

Threats: Road maintenance, vehicles, non-native plants, and possibly logging activities

Mitigations:

Less than 20% of the recorded local *Penstemon sudans* population occurs in the project area, with approximately 80% of the recorded local populations located outside the project area. Project treatments target dense areas of smaller trees and larger shrubs, where *Penstemon sudans*

is less common. Much of the *Penstemon* populations within the project boundary fall within WLPZs, open rocky areas, and open forest outside the target treatment areas. *Penstemon sudans* is also found within adjacent existing plantations that are excluded from the project area. Potential impacts during project activities to plants in the treatment areas are further minimized by masticating during the winter season and keeping the mastication machine six- to twelve-inches from ground level to avoid damaging entire plants.

Threatened and Endangered Species Considerations:

An assessment of potential sensitive wildlife species in the area was conducted and identified one animal species which warrant special considerations (*See Attachment D: Biological Assessment – Wildlife*). This assessment included a search of the CDFW BIOS system for sensitive wildlife species identified within the Susanville and Roop Mountain 7.5' quadrangles, a search of the SPI company GIS database, and consideration of past experience in the area.

This assessment identified the northern goshawk (*Accipiter gentilis*), a State Species of Special Concern and Board of Forestry “sensitive species”, as a species which previously nested (1990) ½ mile west of the project area. Field personnel will remain vigilant to evidence of the species within the project area. There is no current evidence of a nest. A description and protection measures for this species is listed below:

Northern goshawk (Accipiter gentilis)

California Species of Special Concern and Board of Forestry “Sensitive Species”

Description: Northern goshawks are large, fast-flying, powerful forest hawks that occur mainly in open to dense mature coniferous forests. Resident populations occur in the mountainous regions of northern and central California. They are as large and powerful as buteos, but have the speed and maneuverability characteristics of the accipiters (Cooper's and sharp-shinned hawks). All accipiters have short rounded wings that taper towards the tip and a long tail that is held closed unless soaring. Adult goshawks are dark gray above with a light gray chest and belly streaked with black and darker grays. Fluffy white under tail coverts are an easily recognized feature of this species. They have a prominent dark patch extending from the nape to the eye and a distinctive pale eyeline. Adults have orange to red eyes. The tail is strongly barred and the wings lightly barred. The legs and feet are yellow. Immature goshawks are brown above with heavy vertical streaking of brown and white on the belly and paler on the breast. In flight, northern goshawks have heavy, deep wingbeats when flying level and often use a pattern of several wingbeats followed by a short glide.

Northern goshawks tend to remain close to forest cover where they are sometimes seen flying through open forest, across clearings, or soaring along mountain slopes. Like all accipiters, goshawks are a sit and wait predator that perch in a concealed place, then dash out quickly to capture prey. Prey species include, rabbits, squirrels, small and medium size birds. Prey is often carried to a traditional plucking perch, where it is plucked and torn apart. Plucking posts are often within 160 feet of the nest during the breeding season. Plucking posts can usually be identified because fur, feathers, blood, and whitewash are scattered about the site.

Goshawks in northern California usually nest in mixed to pure coniferous forests, but may also use deciduous forests. Territories may contain multiple nests (up to 5) and a different site may be used from year to year. The selected nest is usually rebuilt early in the season and nests with newly added materials (i.e. green fir sprigs) should be monitored for occupancy. Nests are large bulky platforms of sticks usually placed in a main crotch, or near the bole of a tree. Nest trees can vary considerably in size. Nests are placed beneath the upper canopy of the forest but may be difficult to see in dense conifers. Nests generally have fairly open approaches needed by these large birds. Active nests can usually be identified by whitewash and scattered prey remains on the forest floor beneath the nest. Nest stands for goshawks tend to be older and more open than for the other accipiters.

Once a territory is established and sufficient energy has been devoted to nesting, goshawks aggressively defend their nest site from predators and will strike large mammals, and even humans, who venture to close. During these defensive displays goshawks utter a series of loud “kek kek kek” alarm calls and swoop at intruders.

Breeding season in northeastern California (including post fledging dependency) is from approximately May through late August. Incubation begins once the first egg is laid and lasts between 32 to 42 days. Young remain in the nest for about five weeks. Nestlings tend to walk out onto branches around the nest a few days before taking first flight. Most young goshawks are fully fledged by 40-45 days from hatching. After fledging, young return to the nest for one to two weeks to receive food. Juvenile goshawks can frequently be heard begging for food in the nest stand. Parents care for young for up to five to six weeks after they first leave the nest, at which time the young tend to disperse.

Threats: During the breeding season northern goshawks are vulnerable to accidental disturbance from forestry operations, as well as deliberate human interference at nest sites. Once disturbed, goshawks may abandon reproductive efforts for the season. Goshawks may not display the characteristic defensive behavior if nesting is disrupted early in the season; rather birds may leave the territory silently and not return. For this reason it is important to monitor known territories unobtrusively early in the nesting season and take precautions against excessive activity (prior to June 1) around suspected territories if goshawks are observed in forest stands.

The estimated life span for goshawks in the wild is about 20 years. Mortality rates are quite high in the first year, about 80 percent from all causes, then declining to about 40 percent annually thereafter. Starvation and illegal shooting is the leading cause of mortality. Some adults and young are killed at the nest by great horned owls.

Timber operations could pose threats to goshawks if nest sites are disturbed or damaged during harvest.

Mitigations: Because northern goshawks are sensitive to disturbance an active survey effort is needed to locate nests in areas where goshawks have previously been observed. Known territories in areas where projects are planned should be monitored annually to determine site occupancy. Active nests should be monitored for fledging success. Generally, field personnel should be trained to recognize goshawks and indications of goshawk presence (i.e. plucking

posts, nest structures, white wash, etc...). When an active goshawk nest is discovered during field activities, CDFW and/or CAL FIRE should be notified and proper mitigations employed for specific situations.

Generally, a buffer zone and critical period limitations are established so as not to disrupt breeding and habitat elements to be retained are designated. If known nests occur within the assessment area, land managers responsible for the land on which the nest is located should be contacted prior to operations to determine the status of nests within 3 miles of the project area.

Specific protection measures for northern goshawks are provided in 14CCR §895.1, and §939.3 (b)(4), (c)(4), (d)(4), and (e)(2). These protection measures are applied in cooperation with CDFW and CAL FIRE. Typically, a series of concentric buffer zones are established around active goshawk nests such that stand structure is maintained immediately adjacent to the nest and disturbance during sensitive periods is avoided.

3. Cultural Resource Considerations:

A Registered Professional Forester (RPF) with a current “Archaeological Training for Resource Professionals” certificate assessed the area for cultural resources. This assessment included a records check by the Northeast Information Center (NEIC), search of the ownership wide records check (which includes the project area), a search of previous surveys in the area, Native American consultation, consideration of previous experience in the area, and a review and discussion of the project with a CALFIRE Archaeologist and Forester.

Based on this assessment, it was determined that no additional archaeological surveying of the project area is necessary, as all areas likely to contain cultural resources have been sufficiently surveyed in the past. Within the project area, there is a historic railroad grade, a can dump, two historic ranching features overlying prehistoric lithic scatter, and scattered old cans with no concentrated sites suggesting prolonged occupancy. A portion of the historic railroad grade has been converted to an existing road and will not have any special protection measures. The “off-road” portion will not be significantly disturbed by project operations. The historic can dump and two historic ranching features overlying prehistoric lithic scatter will be flagged as Equipment Exclusion Zones (EEZs). The scattered old cans have been determined to not be significant and no protection measures are proposed. Field personnel will remain vigilant for any previously unknown cultural resource sites during all aspects of the project.

Attachment A - Project Area Map

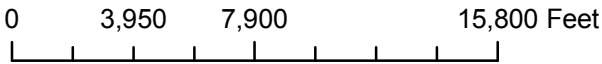
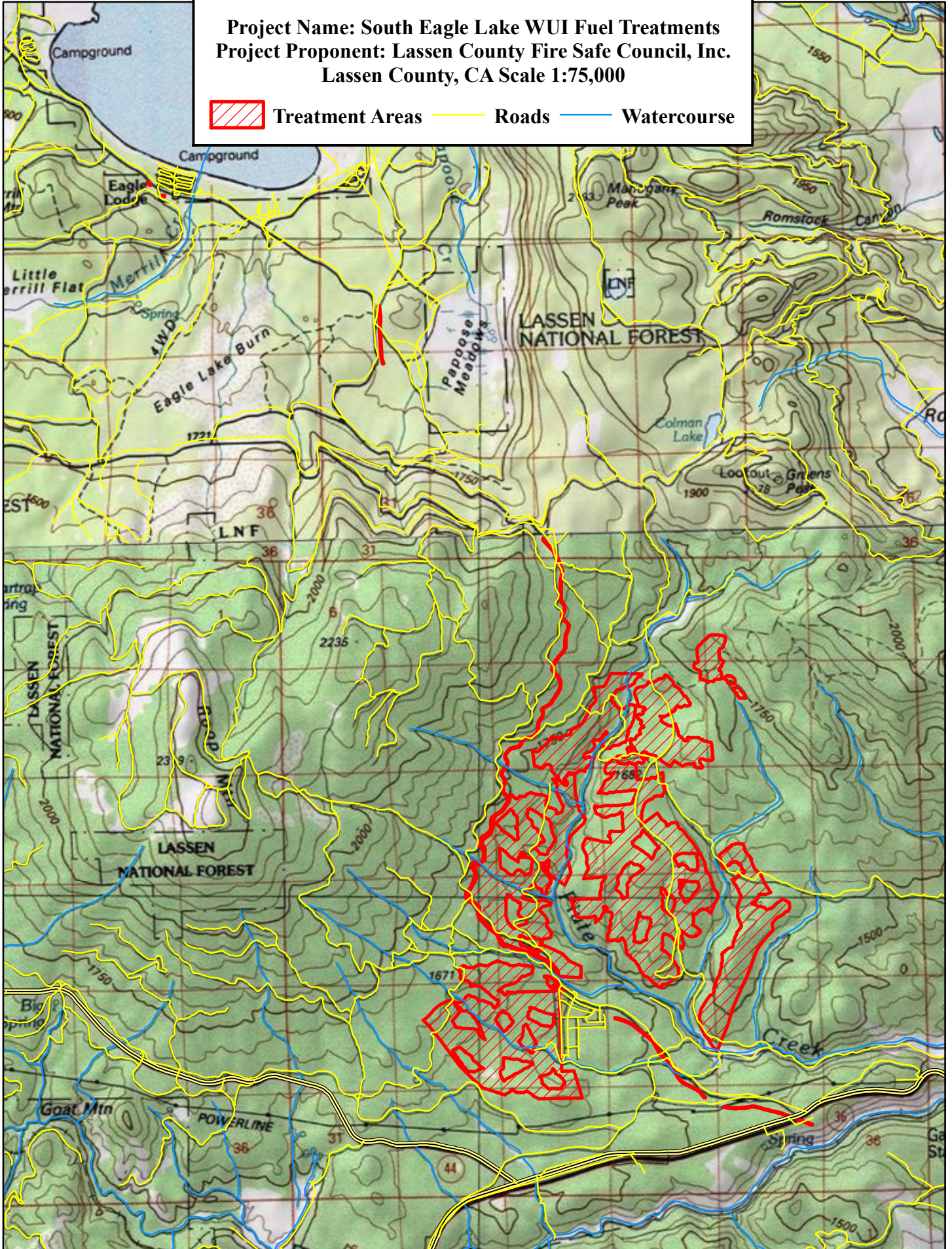
Attachment B: Biological Assessment – Rare Plants

Attachment C- SPI Wildlife/Botany Planning Watershed Report

Attachment D: Biological Assessment – Wildlife

Project Name: South Eagle Lake WUI Fuel Treatments
Project Proponent: Lassen County Fire Safe Council, Inc.
Lassen County, CA Scale 1:75,000

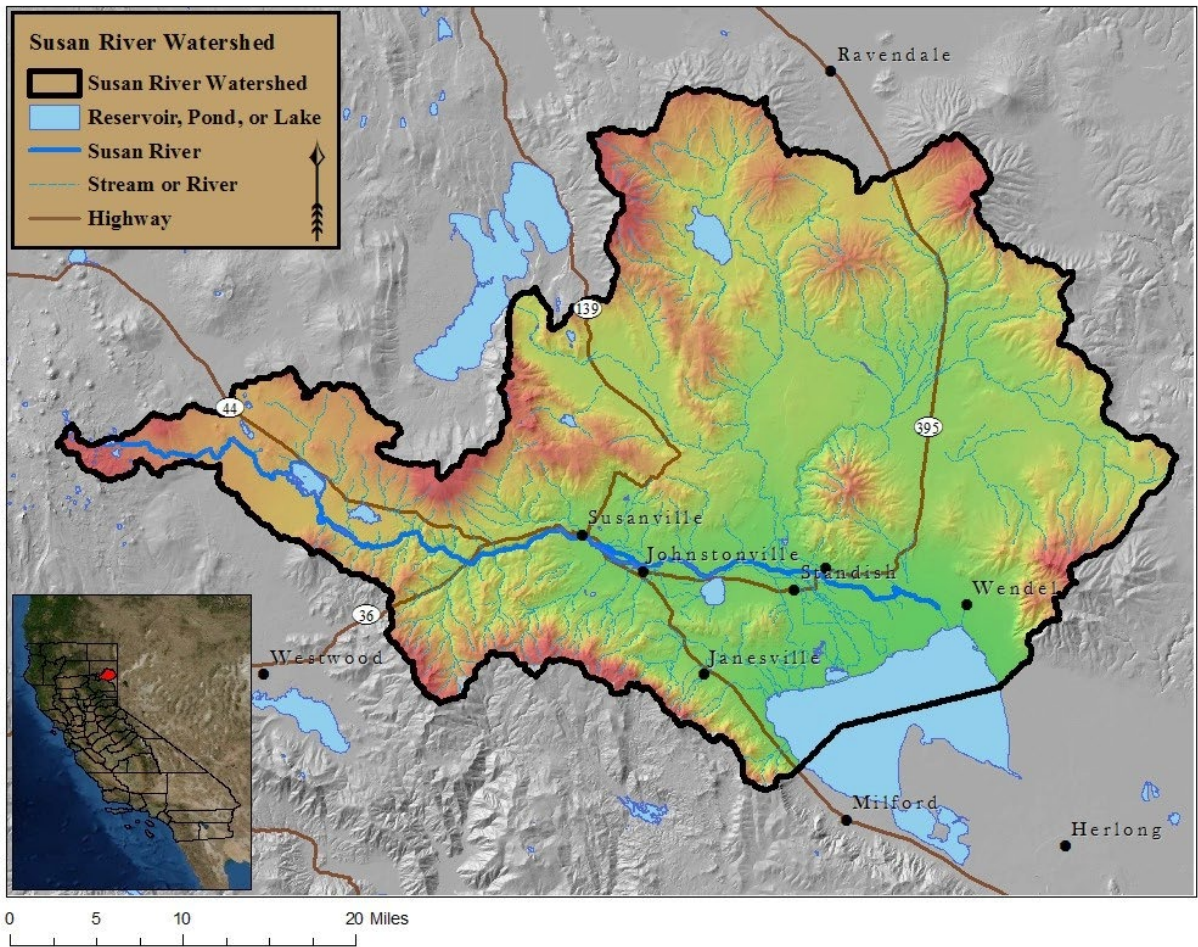
 Treatment Areas  Roads  Watercourse





HONEY LAKE VALLEY
RESOURCE
CONSERVATION
DISTRICT

SUSAN RIVER WATERMASTER SERVICE AREA



ANNUAL USE REPORT - 2019/20

Susan River

Watermaster Service Area

Annual Use Report - 2019/20
Lassen County, California

Decree No.'s 4573, 8174 and 8175
Submitted by December 31, 2020 to
The Presiding Judge, Lassen County Superior Court



Prepared By:

Honey Lake Valley Resource Conservation District
170 Russell Ave.
Susanville, CA 96130

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General Description:

The Susan River service area is located in the southern part of Lassen County in the vicinity of the town of Susanville. There are approximately 246 water right owners in the service area with total continuous allotments of 351.922 cubic feet per second in addition to storage rights held by several users. The source of supply is comprised of three stream systems as follows: Susan River, Baxter Creek, Parker Creek and their associated tributaries.

Susan River has its sources on the east slope of the Sierra Nevada Mountains in the southwesterly portion of Lassen County immediately east of Lassen National Park at an elevation of about 7,900 feet. Its channel runs easterly from Silver Lake through McCoy Flat Reservoir, through Susanville, and easterly on to Honey Lake.

Susan River has four major tributaries: Paiute Creek (entering from the north at Susanville), Gold Run and Lassen Creeks (entering from the south between Susanville and Johnstonville), and Willow Creek (entering from the north above Standish). Gold Run Creek and Lassen Creek rise on the north slope of Diamond Mountain at an elevation of about 7,600 feet. The watersheds of Paiute Creek and Willow Creek are lower and they rise on the south slopes of Round Valley Mountains.

A short distance below the confluence of Willow Creek and Susan River the river channel divides into three branches known as Tanner Slough Channel on the north, Old Channel in the middle, and Dill Slough Channel on the south. Two channels which take off of Dill Slough on the south are known as Hartson Slough and Whitehead Slough.

The Baxter Creek stream system is situated in Honey Lake Valley on the east slope of the Sierra Nevada about 10 miles southeast of Susanville in the southern portion of Lassen County. The principal streams in the Baxter Creek stream system are Baxter Creek (which rises in the extreme western portion of the basin and flows in an easterly direction), Elysian Creek, Sloss Creek, and Bankhead Creek (a tributary to Baxter Creek from the south). Elysian Creek has three tributaries: North Fork Elysian Creek, South Fork Elysian Creek, and Kanavel Creek.

Parker Creek is situated in Honey Lake Valley on the east slope of the Sierra Nevada about 15 miles southeast of Susanville in the southern portion of Lassen County. Its source is on the east

slope of Diamond Mountain and flows in an easterly direction for about 5 miles into Honey Lake. The primary area of water use in the Susan River service area is in Honey Lake Valley between Susanville and the northwest shore of Honey Lake, 25 miles in length. The valley floor is at an elevation of about 4,000 feet.

Water Supply:

The water supply in the Susan River service area comes from two major sources: snowmelt runoff and springs. The snowpack on the Willow Creek Valley and Paiute Creek watersheds, which embrace more than half of the Susan River stream system, melts early in the spring and usually is entirely depleted by the first of May. The irrigation requirements from this portion of the stream system after the first of May are almost entirely dependent upon the flow of perennial springs which remain constant throughout the year. Under normal conditions, the flows of Lassen Creek, Gold Run Creek, Baxter Creek, Parker Creek, and the Susan River above Susanville are well sustained by melting snows until early June. The flow from perennial springs in this portion of the water system is comparatively small. The Lassen Irrigation Company stores supplemental water in Hog Flat Reservoir and McCoy Flat Reservoir, located on the headwaters of the Susan River. This stored water is released into the Susan River, which is used as a conveyance and commingled with the natural flow usually during June and July. It is then diverted into the A and B Canal leading to Lake Leavitt for further distribution by the irrigation district.

Methods of Distribution:

Irrigation in the Susan River service area is accomplished by placing diversion dams in the main channel of the stream system, to raise the water to the level required to divert into the canals, sloughs and ditches. These dams for diversion are relatively large on the Susan River compared to those on the smaller tributaries. Various methods of irrigation are practiced; the most common approach is by flooding. With this technique, water is transported by a main conveyance channel along the high point of the lands to be irrigated. It is then dispersed by

laterals along the higher ridges of the tract from which it can be distributed over the area to be irrigated by the smaller laterals of the ditch system. Sub-irrigation occurs in some areas incidental to surface irrigation or because of seepage from ditches or creek channels. During the past several years, numerous users have increased the usage of sprinkler irrigation by wheel lines to improve the efficiency of their irrigation systems.

Watermaster Activities and Fiscal Information:

The FY 19/20 Watermaster Service budget was in the amount of \$180,000 and was adopted on **May 23, 2018**. Notification regarding the budget, apportionment and assessment were mailed to the users on **June 6, 2018**. There were no objections to the apportionment. The budget, apportionment, and assessments were approved and certified to the Lassen County Auditor and the Lassen County Supervisors prior to August 10, 2019.

An audit for FY 2019 has been completed and is available on the Honey Lake Valley RCD website.

2019/20 Water Allocation and Distribution:

The Susan River Watermaster Service Area experienced light precipitation, compared to average, October 2018 through December 2018 at 51%, 81%, and 53% of the average monthly precipitation. Precipitation increased where January 2019 experienced 139% of the average monthly precipitation amount, and February- 294%, March- 133%, April- 121%, and May- 152%. This high-water year, produced snowmelt through the spring of 2019. The general availability of water for the various stream systems is described below.

Parker Creek: First priority water rights were served through the Spring.

Baxter/Elysian Creek: First priority users of both Baxter Creek and Elysian Creek could divert their full allotment through mid-June at which time the available water dropped through mid-July.

Paiute Creek: The water supply in Paiute Creek continued through mid-summer.

Lassen Creek: There was sufficient water in Lassen Creek to meet the allocated water use until July, at which time it began to taper off.

Hills Creek: The water supply in Hills Creek continued into August.

Gold Run Creek: The water supply in Gold Run Creek fulfilled the water rights through mid-July, at which time it began to diminish. Stock water was available throughout the course of the Season.

Susan River: Full allocations were available until mid-June and diminished throughout the course of the season. Stock water was available through November and into the start of the 2019 Winter precipitation.

Lower Susan River Below the Confluence of Willow Creek: Full allocations were available until mid-June and slowed through the rest of the season. Stock water was available through November and into the start of the 2019 Winter precipitation.

Willow Creek: Full allocations were available through early June and slowly diminished during the season.

Bankhead/Sloss Creek: Irrigation water was available until late May.

LIC Storage Reservoirs: McCoy Flat reached full capacity by the start of irrigation season holding 12,000 acre-feet of water. LIC opened the headgate of McCoy on July 9, 2019, closing it on September 11, 2019. Approximately less than 250 acre-feet of water remains in the reservoir. Hog Flat reserved and remained at approximately 2,700 acre-feet of water and was not utilized.

Miscellaneous notable events:

1. The Watermaster complaint filed on June 6, 2018 regarding the allowance of LIC to divert and store water simultaneously, resulted in a public hearing with the Watermaster Board held on October 8, 2018. The Board found that the District Manager, Ian Sims,

and Watermaster, Mitch Otto, acted within their authority, and upheld their decision. The complainant, Jay Dow, appealed this decision to the Lassen County Superior Court, scheduling a hearing on January 15, 2019. On June 3, 2019, the Lassen County Superior Court released their decision denying the motion of the Dow-Bonomini 2013 Family Trust. This motion was appealed by the Trust on July 22, 2019.

2. There were two Watermaster complaints during the 2019 irrigation season, both filed by Jay Dow on July 26, 2019. The first complaint is regarding the Watermaster's, Carrie Adams, 2019 decision to not allow the transfer of the user's Schedule 4 and Schedule 5 water rights for use below the confluence of the Susan River and Willow Creek. The second complaint is the Watermaster's decision to not allow the 2019 use of 740 acrefeet of water described in the Barham Kelly 3037 Decree.
3. Old Channel WAC representative moved away, this position has yet to be filled.
4. Changes from COVID

Appendices A-E

Numerical values are in cubic feet per second (cfs)

- = No Reading

Appendix A: Susan River at Susanville

SUSAN RIVER at SUSANVILLE

DAY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER
1	250	275	425	225	45	56	39	16
2	180	375	415	208	43	56	39	16
3	170	400	450	212	46	56	39	15
4	175	385	450	205	50	56	38	15
5	175	375	430	175	46	55	38	15
6	375	355	425	170	43	55	40	15
7	435	455	395	135	48	55	39	15
8	285	750	387	125	51	55	40	14
9	215	850	345	118	48	56	39	14
10	175	550	318	110	63	56	40	14
11	155	450	305	97	67	59	42	14
12	150	375	300	85	68	57	28	15
13	135	340	297	82	66	55	15	15
14	135	375	275	81	66	57	12	15
15	120	390	250	74	65	53	11	15
16	125	355	287	72	65	53	14	14
17	135	340	300	66	64	52	18	15
18	170	355	293	61	64	52	17	16
19	200	413	287	57	62	51	19	16
20	200	462	270	66	62	52	18	16
21	275	437	255	67	62	52	17	16
22	250	412	245	66	61	51	16	16
23	247	370	225	62	61	51	15	15
24	225	435	215	58	60	51	15	15
25	250	450	212	55	59	51	14	16
26	325	450	235	51	59	51	14	16
27	700	450	235	47	59	45	13	16
28	500	462	235	44	57	41	14	16
29	350	475	222	40	57	40	14	16
30	290	462	265	43	57	40	16	16
31	275		250		56	39		16

Appendix B: Susan River at the Confluence of Willow Creek

SUSAN RIVER at the CONFLUENCE of WILLOW CREEK

DAY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER
1	0	0	0	0	4	0	0	9
2	0	0	0	6	4	0	0	8
3	0	0	0	0	4	0	0	8
4	0	0	0	36	4	0	0	6
5	0	0	0	93	3	0	0	7
6	0	0	14	90	3	0	0	8
7	0	0	0	88	3	0	0	6
8	0	0	0	82	3	0	0	7
9	0	0	0	79	3	0	0	5
10	0	0	0	71	3	0	1	7
11	0	0	20	55	3	0	3	9
12	0	0	12	45	3	0	3	7
13	20	0	27	31	3	0	2	7
14	59	0	28	26	3	0	1	9
15	90	0	74	22	3	0	0	9
16	88	0	19	35	4	-	2	8
17	89	0	15	34	4	0	1	7
18	93	0	16	21	3	0	4	10
19	28	0	44	17	3	0	5	7
20	0	0	84	31	3	0	3	12
21	0	0	93	23	2	0	4	13
22	0	0	88	26	4	0	2	9
23	0	0	87	7	0	0	1	7
24	0	0	84	19	0	0	3	7
25	0	0	84	9	0	0	3	13
26	0	0	87	8	0	0	3	8
27	0	0	80	7	0	3	2	6
28	0	0	60	6	0	4	3	10
29	0	0	32	6	0	0	7	9
30	0	0	0	5	2	0	8	7
31	0		0		3	0		6

Note: The March through early June gauge readings are read inaccurately by the California Department of Water Resources gauge, due to their high velocities; showing here as zeros or a low numerical cfs.

Appendix C: Willow Creek at the Confluence of the Susan River

WILLOW CREEK at the CONFLUENCE of the SUSAN RIVER

DAY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER
1	0	0	0	71	11	6	6	15
2	0	0	0	64	10	6	5	14
3	0	0	0	64	11	6	5	13
4	0	0	0	61	11	6	5	12
5	0	0	0	44	10	6	6	13
6	0	0	18	35	10	6	6	13
7	0	0	16	30	10	6	5	13
8	0	0	61	23	10	6	6	13
9	0	0	80	21	11	6	5	13
10	0	0	66	19	10	6	6	13
11	0	0	58	17	11	6	6	14
12	0	0	58	16	11	6	6	15
13	0	0	56	15	11	6	6	15
14	0	0	54	15	11	6	6	15
15	51	0	42	14	11	6	6	16
16	90	0	63	15	10	-	7	15
17	89	0	59	14	10	6	7	15
18	90	0	56	13	10	5	7	16
19	4	0	54	12	9	5	8	16
20	0	0	49	13	9	5	8	16
21	0	0	40	12	9	5	8	16
22	0	0	39	12	8	6	7	15
23	0	0	28	10	8	6	8	14
24	0	0	26	11	8	6	10	14
25	0	0	25	11	7	6	14	14
26	0	0	31	11	7	6	12	13
27	0	0	43	11	7	7	11	12
28	0	0	54	11	7	7	12	13
29	0	0	60	11	7	5	13	13
30	0	0	68	10	7	5	15	13
31	0		81		7	6		12

Note: The March through early May gauge readings are read inaccurately by the California Department of Water Resources gauge, due to their high velocities; showing here as zeros or a low numerical cfs.

Appendix D: McCoy Flat Reservoir Outflows

MCCOY FLAT RESERVOIR OUTFLOWS

DAY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER
1	-	-	-	-	5.09	36.7	21.8	-
2	-	-	-	-	14.4	36.7	21.8	-
3	-	-	-	-	15.4	36.7	21.8	-
4	-	-	-	-	15.4	36.7	21.8	-
5	-	-	-	-	15.4	36.7	21.8	-
6	-	-	-	-	18.5	35.4	21.2	-
7	-	-	-	18.5	18.5	35.4	21.2	-
8	-	-	-	18.5	18.5	35.4	21.2	-
9	-	-	-	18.5	38.1	35.4	21.2	-
10	-	-	-	18.5	38.8	34.7	21.2	-
11	-	-	-	12.6	38.8	34.7	closed	-
12	-	-	-	12.6	38.8	34.7	-	-
13	-	-	-	12.6	38.8	34.7	-	-
14	-	-	-	1.2	40.2	34.7	-	-
15	-	-	-	1.2	40.2	34.7	-	-
16	-	-	-	1.2	38.8	34	-	-
17	-	-	-	0	38.8	34	-	-
18	-	-	-	0	38.8	34	-	-
19	-	-	-	20.6	38.8	34	-	-
20	-	-	-	20.6	38.8	34	-	-
21	-	-	-	20.6	38.8	34	-	-
22	-	-	-	20.6	38.8	34	-	-
23	-	-	-	20.6	38.8	24	-	-
24	-	-	-	12.1	38.1	24	-	-
25	-	-	-	12.1	38.1	24	-	-
26	-	-	-	9.16	38.1	24	-	-
27	-	-	-	9.16	38.1	22.9	-	-
28	-	-	-	5.09	37.4	22.9	-	-
29	-	-	-	5.09	37.4	22.9	-	-
30	-	-	-	5.09	37.4	22.9	-	-
31	-	-	-	5.09	37.4	-	-	-

Note: 'Closed' indicates the closure of the McCoy Flat headgate.

Appendix E: Susan River Watermaster Spot Checks

DIVERSION # 11

DAY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER
1	-	-	-	-	8.47	2.62	3.26	2.40
2	-	-	-	-	8.47	2.75	3.26	2.40
3	-	-	-	-	8.47	2.75	3.26	1.60
4	-	-	-	-	8.47	2.75	3.26	2.40
5	-	-	-	-	7.39	3.30	3.17	2.40
6	-	-	-	-	7.39	3.30	3.17	2.40
7	-	-	-	-	7.39	3.06	3.17	2.40
8	-	-	-	-	6.56	3.06	3.17	1.18
9	-	-	-	-	5.26	3.24	3.17	1.70
10	-	-	-	-	5.26	3.24	3.17	2.20
11	-	-	-	-	5.26	3.24	3.17	2.20
12	-	-	-	-	5.20	3.24	2.42	2.20
13	-	-	-	-	5.20	3.24	2.42	2.20
14	-	-	-	-	5.20	2.83	2.42	2.20
15	-	-	-	-	4.74	2.83	2.42	1.30
16	-	-	-	-	4.74	2.83	2.42	2.60
17	-	-	-	5.94	4.74	2.83	2.20	2.60
18	-	-	-	5.94	4.74	2.83	2.20	2.60
19	-	-	-	5.94	5.61	2.83	2.20	2.60
20	-	-	-	5.94	5.61	2.50	3.22	2.42
21	-	-	-	5.94	5.61	2.50	3.22	1.20
22	-	-	-	5.94	5.61	2.50	3.22	4.80
23	-	-	-	5.94	6.34	2.50	1.76	2.60
24	-	-	-	5.94	6.34	2.50	1.76	2.83
25	-	-	-	6.22	6.34	2.50	2.58	2.60
26	-	-	-	6.22	9.22	1.60	2.58	2.51
27	-	-	-	6.22	4.64	2.00	2.58	2.51
28	-	-	-	6.22	2.79	4.41	2.58	2.51
29	-	-	-	6.22	2.62	4.41	2.58	1.00
30	-	-	-	6.22	2.62	3.26	2.58	2.42
31	-	-	-	-	2.62	3.26	-	4.80

DIVERSION # 41

DAY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER
1	-	-	-	-	12.73	-	-	-
2	-	-	-	-	12.73	-	-	-
3	-	-	-	-	-	-	16.43	-
4	-	-	-	-	-	-	-	-
5	-	-	-	-	-	28.75	-	-
6	-	-	-	-	-	-	-	-
7	-	-	-	-	-	29.52	-	-
8	-	-	-	-	18.15	-	-	-
9	-	-	-	-	-	30.25	-	-
10	-	-	-	-	-	30.25	-	-
11	-	-	-	-	38.11	30.25	-	-
12	-	-	-	41.55	37	30.25	12.5	-
13	-	-	-	49.72	-	30.14	-	-
14	-	-	-	56.43	-	-	-	-
15	-	-	-	-	34.65	29.9	-	-
16	-	-	-	-	35.43	-	-	-
17	-	-	-	31.61	36.77	-	-	-
18	-	-	-	-	-	-	-	-
19	-	-	-	-	-	-	-	-
20	-	-	-	16.75	-	-	no weir flow	-
21	-	-	-	-	-	-	-	-
22	-	-	-	-	-	-	-	-
23	-	-	-	-	33.64	-	-	-
24	-	-	-	12.02	-	-	-	-
25	-	-	-	17.38	30.59	-	-	-
26	-	-	-	19.29	29.82	-	-	-
27	-	-	-	-	-	21.64	-	-
28	-	-	-	-	31.77	-	-	-
29	-	-	-	-	-	15.21	-	-
30	-	-	-	-	-	-	-	-
31	-	-	-	-	-	-	-	-

Note: 'No weir flow' over the dam boards prevents a precise measurement and is due to low flow and little diversion of water into AB Canal.

DIVERSION # 45

DAY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER
1	-	-	-	-	1.23	0	-	-
2	-	-	-	-	1.23	0	-	-
3	-	-	-	-	1.23	0	-	-
4	-	-	-	-	1.23	0	-	-
5	-	-	-	-	0	0	-	-
6	-	-	-	-	0	0	-	-
7	-	-	-	-	0	0	-	-
8	-	-	-	-	0	0	-	-
9	-	-	-	-	0	0	-	-
10	-	-	-	-	0	0	-	-
11	-	-	-	-	1.23	0	-	-
12	-	-	-	-	1.23	0	-	-
13	-	-	-	-	1.23	0	-	-
14	-	-	-	-	1.23	-	-	-
15	-	-	-	-	1.56	-	-	-
16	-	-	-	-	1.56	-	-	-
17	-	-	-	-	1.56	-	-	-
18	-	-	-	-	1.56	-	-	-
19	-	-	-	1.67	1.23	-	-	-
20	-	-	-	1.67	1.23	-	-	-
21	-	-	-	1.67	1.23	-	-	-
22	-	-	-	1.67	1.23	-	-	-
23	-	-	-	1.67	1.23	-	-	-
24	-	-	-	1.67	1.23	-	-	-
25	-	-	-	1.23	2.56	-	-	-
26	-	-	-	1.23	2.56	-	-	-
27	-	-	-	1.23	0	-	-	-
28	-	-	-	1.23	0	-	-	-
29	-	-	-	1.23	0	-	-	-
30	-	-	-	1.23	0	-	-	-
31	-	-	-	-	0	-	-	-

DIVERSION # 47

DAY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER
1	-	-	-	-	2	0	-	-
2	-	-	-	-	-	-	-	-
3	-	-	-	-	-	-	-	0
4	-	-	-	-	-	-	-	-
5	-	-	-	-	-	-	-	-
6	-	-	-	-	-	-	-	-
7	-	-	-	-	-	-	-	-
8	-	-	-	-	0	-	-	-
9	-	-	-	-	-	-	-	-
10	-	-	-	-	-	-	-	-
11	-	-	-	-	-	-	-	-
12	-	-	-	-	-	-	-	-
13	-	-	-	-	-	-	-	-
14	-	-	-	0	-	-	-	-
15	-	-	-	-	0	-	-	-
16	-	-	-	-	0	-	-	-
17	-	-	-	-	-	-	-	-
18	-	-	-	-	-	-	-	-
19	-	-	-	2.67	2.1	-	-	-
20	-	-	-	-	-	-	-	-
21	-	-	-	-	-	-	-	-
22	-	-	-	-	-	-	-	-
23	-	-	-	-	2.1	-	1.3	-
24	-	-	-	3.1	2.1	-	-	0
25	-	-	-	-	-	-	-	-
26	-	-	-	-	-	-	0	-
27	-	-	-	-	-	-	0	-
28	-	-	-	-	-	0	-	-
29	-	-	-	-	-	-	-	-
30	-	-	-	-	-	-	-	-
31	-	-	-	-	-	-	-	-

DIVERSION # 51

DAY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER
1	-	-	-	-	3.53	-	-	-
2	-	-	-	-	-	-	-	-
3	-	-	-	-	-	0.38	-	-
4	-	-	-	-	-	-	-	-
5	-	-	-	-	-	-	-	-
6	-	-	-	-	-	-	-	-
7	-	-	-	-	-	-	-	-
8	-	-	-	-	0.47	-	-	-
9	-	-	-	-	-	0	-	-
10	-	-	-	-	-	-	-	-
11	-	-	-	-	0.47	-	-	-
12	-	-	-	-	-	-	-	-
13	-	-	-	-	-	-	-	-
14	-	-	-	1.24	-	-	-	-
15	-	-	-	-	0.46	-	-	-
16	-	-	-	-	0.42	-	-	-
17	-	-	-	2.48	-	-	-	-
18	-	-	-	-	-	-	-	-
19	-	-	-	10.3	-	-	-	-
20	-	-	-	-	-	-	-	-
21	-	-	-	-	-	-	-	-
22	-	-	-	-	0.42	-	-	-
23	-	-	-	-	-	-	-	-
24	-	-	-	13.5	-	-	1.64	-
25	-	-	-	8	0.38	-	-	-
26	-	-	-	-	-	0	1.64	-
27	-	-	-	-	-	-	1.64	-
28	-	-	-	-	-	-	-	-
29	-	-	-	-	-	-	-	-
30	-	-	-	-	-	-	-	-
31	-	-	-	-	-	-	-	-

DIVERSION # 82

DAY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER
1	-	-	-	-	-	-	-	-
2	-	-	-	-	4.7	-	-	1.9
3	-	-	-	-	-	-	-	-
4	-	-	-	-	-	-	-	-
5	-	-	-	-	-	1.7	-	-
6	-	-	-	-	4.7	-	-	-
7	-	-	-	-	-	-	-	-
8	-	-	-	-	-	-	-	-
9	-	-	-	-	-	-	-	-
10	-	-	-	-	4.9	-	-	-
11	-	-	-	-	-	-	-	-
12	-	-	-	-	-	1.5	-	-
13	-	-	-	-	-	-	-	-
14	-	-	-	6.2	5	-	-	-
15	-	-	-	-	-	-	-	-
16	-	-	-	-	-	-	-	-
17	-	-	-	7.1	5.3	-	-	-
18	-	-	-	-	-	-	-	-
19	-	-	-	-	4.25	-	-	-
20	-	-	-	-	-	-	-	-
21	-	-	-	7.8	-	-	-	-
22	-	-	-	-	4	-	-	2.35
23	-	-	-	-	-	-	-	-
24	-	-	-	8.4	-	-	-	-
25	-	-	-	8.4	-	-	-	-
26	-	-	-	8.4	-	-	-	-
27	-	-	-	-	3.7	-	-	-
28	-	-	-	-	-	-	-	-
29	-	-	-	-	-	-	-	-
30	-	-	-	-	-	-	-	-
31	-	-	-	-	-	-	-	-

DIVERSION # 84

DAY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER
1	-	-	-	-	1.44	-	-	-
2	-	-	-	-	-	0.12	-	6.6
3	-	-	-	239.39	-	-	0	-
4	-	-	-	-	-	-	-	-
5	-	-	-	-	-	0	-	-
6	-	-	-	230.59	-	-	-	-
7	-	-	-	-	-	-	-	-
8	-	-	-	-	0.34	-	-	-
9	-	-	-	-	-	-	0	-
10	-	-	-	230.59	0.23	-	-	-
11	-	-	-	-	-	-	-	-
12	-	-	-	-	-	0	-	-
13	-	-	252.82	21.05	-	-	-	-
14	-	-	-	-	-	-	-	-
15	-	-	-	-	0.23	-	-	-
16	-	-	230.59	-	-	-	-	-
17	-	-	-	4.07	-	-	-	-
18	-	-	-	-	0	-	-	-
19	-	-	-	-	-	0	-	-
20	-	-	204.67	-	-	-	-	-
21	-	-	-	9.88	-	-	-	-
22	-	-	-	-	0.8	-	-	7.67
23	-	-	-	-	-	-	-	-
24	-	-	213.18	1.17	-	-	-	-
25	-	-	-	-	0.63	-	-	-
26	-	-	-	-	-	0	-	-
27	-	-	198.27	1.44	-	-	-	-
28	-	-	-	-	-	-	-	-
29	-	-	-	-	0.48	-	-	-
30	-	-	-	-	-	-	-	-
31	-	-	248.29	-	-	-	-	-

DIVERSION # 112

DAY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER
1	-	-	-	-	0	-	-	-
2	-	18.77	12.45	-	-	0	-	0.45
3	-	-	-	15.46	-	-	0	-
4	23.68	-	-	-	-	-	-	-
5	-	-	-	-	-	0	-	-
6	-	-	11.79	15.46	-	-	-	-
7	24.96	-	-	-	-	-	-	-
8	-	18.77	-	-	0	-	-	-
9	-	-	-	-	-	-	0	-
10	-	-	11.21	11.21	0	-	-	-
11	22.04	-	-	-	-	-	-	-
12	-	15.01	-	-	-	0	-	-
13	-	-	9.77	5.73	-	-	-	-
14	18.77	-	-	-	-	-	-	-
15	-	15.01	-	-	0	-	-	1.54
16	-	-	9.77	-	-	-	0	-
17	-	-	-	3.49	-	-	-	-
18	18.77	15.01	-	-	0	-	-	-
19	-	-	-	-	-	0	-	-
20	-	-	9.26	-	-	-	-	-
21	18.77	-	-	1.79	-	-	-	-
22	-	12.45	-	-	0	-	-	2.07
23	-	-	-	-	-	-	-	-
24	-	-	11.21	1.26	-	-	-	-
25	18.77	-	-	-	0	-	-	-
26	-	12.45	-	-	-	0	-	-
27	-	-	11.79	0	-	-	-	-
28	-	-	-	-	-	-	-	0.74
29	18.77	12.45	-	-	0	-	-	-
30	-	-	-	-	-	-	-	0.74
31	-	-	12.91	-	-	-	-	-



7404 North Spalding Avenue
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August 10, 2020

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

Client: 001839

For Professional Services Rendered Through July 31, 2020

ACCOUNT SUMMARY

Matter	Invoice #	Previous Balance	Current Charges	Less Payments	Total Due
000001	0	\$522.50	\$0.00	\$0.00	\$522.50
000005	2114580	\$18,817.63	\$7,921.26	\$0.00	\$26,738.89

Total Current Charges \$7,921.26

Previous Balance \$19,340.13

Total due \$27,261.39



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REMINDER STATEMENT

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

August 10, 2020
 Client: 001839
 Matter: 000001

RE: General Legal Matters

Invoice Number	Invoice Date	Legal Services	Disbursements	Interest	Tax	Total
2112750	July 10, 2020	\$522.00	\$0.50	\$0.00	\$0.00	\$522.50
Total Remaining Balance Due						\$522.50

AGED ACCOUNTS RECEIVABLE

0-30 Days	31-60 Days	61-90 Days	Over 90 Days
\$0.00	\$522.50	\$0.00	\$0.00

Please return this remittance page with your payment. Thank you.

August 10, 2020

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

Client: 001839
Matter: 000005
Invoice # 2114580

Page: 1

RE: Watermaster Decision Appeal

For Legal Services Rendered Through July 31, 2020

Legal Services

Date	Person	Description of Legal Services	Time	Rate	Amount
07/01/2020	SAA	Review plaintiff's request for oral argument on motion to dismiss and motion to strike declaration in support of opposition to motion to dismiss.	0.30	\$135.00	\$40.50
07/02/2020	MWW	Analyze strategies regarding Public Records Act issues.	0.10	\$290.00	\$29.00
07/06/2020	MWW	Analyze appellant's opening brief on appeal; develop arguments for respondent's brief.	1.80	\$290.00	\$522.00
07/07/2020	MWW	Analyze strategies regarding Public Records Act issues and appellate briefing issues.	0.10	\$290.00	\$29.00
07/07/2020	MWW	Continue analysis of appellant's opening brief on appeal; develop arguments for respondent's brief.	0.40	\$290.00	\$116.00
07/07/2020	MWW	Analyze law cited in appellant's opening brief, to develop counter arguments on appeal.	0.40	\$290.00	\$116.00
07/08/2020	MWW	Email correspondence with C. Adams and B. Curley regarding Public Records Act issues; analyze strategies regarding same.	0.20	\$290.00	\$58.00
07/08/2020	MWW	Continue analysis of law cited in appellant's brief, to develop counter arguments for respondent's brief.	4.10	\$290.00	\$1,189.00
07/08/2020	MWW	Analyze strategies and pleadings regarding motion to dismiss appeal.	0.10	\$290.00	\$29.00
07/08/2020	MWW	Analyze appellate record to develop arguments for respondent's brief on appeal.	1.70	\$290.00	\$493.00
07/09/2020	MWW	Review email correspondence with C. Adams regarding Public Records Act issues.	0.10	\$290.00	\$29.00
07/09/2020	MWW	Continue analysis of law cited in appellant's opening brief, to develop counter arguments for respondent's brief.	3.60	\$290.00	\$1,044.00
07/09/2020	MWW	Conduct additional research and legal analysis regarding arguments for respondent's brief on appeal, including arguments regarding interpretation of the decree.	0.50	\$290.00	\$145.00
07/09/2020	MWW	Teleconference with B. Chisum regarding respondents' briefs for appeal; analyze strategies regarding same.	0.10	\$290.00	\$29.00

Legal Services

Date	Person	Description of Legal Services	Time	Rate	Amount
07/10/2020	MWW	Continue legal analysis regarding arguments for respondent's brief on appeal.	0.30	\$290.00	\$87.00
07/13/2020	MWW	Revise correspondence to B. Herrema regarding Public Records Act request.	0.10	\$290.00	\$29.00
07/14/2020	MWW	Continue analysis of law cited in appellant's brief, to develop arguments for respondent's brief on appeal.	0.40	\$290.00	\$116.00
07/21/2020	MWW	Continue analysis of appellate briefing and appellate record to develop arguments for respondent's brief on appeal; analyze strategies regarding same.	0.40	\$290.00	\$116.00
07/24/2020	MWW	Continue analysis of appellate briefing and appellate record to develop arguments for respondent's brief on appeal; analyze strategies regarding same.	1.20	\$290.00	\$348.00
07/24/2020	MWW	Conduct research and legal analysis regarding potential deference argument for use in respondent's brief on appeal.	0.80	\$290.00	\$232.00
07/28/2020	MWW	Continue research and legal analysis regarding potential standard of review argument for respondent's brief on appeal.	0.30	\$290.00	\$87.00
07/28/2020	MWW	Continue analysis of appellate record to develop arguments for respondent's brief on appeal; analyze strategies regarding same.	1.20	\$290.00	\$348.00
07/29/2020	MWW	Review email correspondence from C. Adams regarding Public Records Act issues.	0.10	\$290.00	\$29.00
07/29/2020	MWW	Analyze strategies regarding response to Public Records Act issues.	0.10	\$290.00	\$29.00
07/30/2020	MWW	Review email correspondence from B. Curley regarding Public Records Act issue.	0.10	\$290.00	\$29.00
07/30/2020	MWW	Teleconference with B. Curley regarding Public Records Act issues.	0.20	\$290.00	\$58.00
07/30/2020	MWW	Continue analysis of appellate record to develop arguments for respondent's brief on appeal; analyze strategies regarding same.	0.70	\$290.00	\$203.00
07/31/2020	MWW	Continue analysis of appellate record to develop arguments for respondent's brief on appeal; analyze strategies regarding same.	4.90	\$290.00	\$1,421.00
07/31/2020	MWW	Review court order on motion to dismiss; email correspondence with B. Curley regarding same.	0.20	\$290.00	\$58.00
Total Legal Services			24.50		\$7,058.50

Legal Services Recap

Person		Time	Rate	Amount
MWW	Mark W. Waterman	24.20	\$290.00	\$7,018.00
SAA	Stephanie A. Arwick	0.30	\$135.00	\$40.50

Costs

Date	Description of Costs	Amount
06/05/2020	LoopUp LLC- Teleconferencing-	\$7.28
06/17/2020	LoopUp LLC- Teleconferencing-	\$32.62
06/30/2020	LoopUp LLC- Teleconferencing-	\$8.82
07/31/2020	Computer Research	\$814.04
	Total Costs	<u>\$862.76</u>

<u>Invoice Summary</u>	<u>Totals</u>
Total Legal Services	\$7,058.50
Total Costs	<u>\$862.76</u>
Total Current Charges	<u>\$7,921.26</u>
Previous Balance	\$18,817.63
Total Due	<u><u>\$26,738.89</u></u>



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September 10, 2020

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

Client: 001839

For Professional Services Rendered Through August 31, 2020

ACCOUNT SUMMARY

Matter	Invoice #	Previous Balance	Current Charges	Less Payments	Total Due
000001	2117189	\$522.50	\$4.35	\$0.00	\$526.85
000005	2117190	\$26,738.89	\$10,643.94	\$0.00	\$37,382.83

Total Current Charges \$10,648.29

8/10

Previous Balance \$27,261.39

Total due \$37,909.68



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September 10, 2020

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

Client: 001839
Matter: 000001
Invoice # 2117189

Page: 1

RE: General Legal Matters

For Legal Services Rendered Through August 31, 2020

<u>Invoice Summary</u>	<u>Totals</u>
Total Current Charges	\$0.00
Previous Balance	\$522.50
Current Interest	\$4.35
Total Due	<u><u>\$526.85</u></u>

September 10, 2020

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

Client: 001839
Matter: 000005
Invoice # 2117190

Page: 1

RE: Watermaster Decision Appeal

For Legal Services Rendered Through August 31, 2020

Legal Services

Date	Person	Description of Legal Services	Time	Rate	Amount
08/03/2020	MWW	Continue analysis of appellate record to develop arguments for respondent's brief on appeal; analyze strategies regarding same.	4.30	\$290.00	\$1,247.00
08/03/2020	MWW	Email C. Adams regarding appeal.	0.20	\$290.00	\$58.00
08/03/2020	MWW	Prepare factual sections of respondent's brief on appeal; analyze strategies, law, and evidence regarding same.	1.90	\$290.00	\$551.00
08/03/2020	MWW	Teleconference with C. Adams regarding appeal issues.	0.20	\$290.00	\$58.00
08/04/2020	MWW	Continue preparation of factual sections of respondent's brief on appeal; analyze related strategies and appellate record.	4.80	\$290.00	\$1,392.00
08/04/2020	MWW	Prepare introduction section of respondent's brief on appeal; analyze related strategies and appellate record.	2.10	\$290.00	\$609.00
08/04/2020	MWW	Email correspondence with C. Adams regarding respondent's brief.	0.10	\$290.00	\$29.00
08/04/2020	MWW	Teleconference with C. Adams regarding facts and appeal.	0.30	\$290.00	\$87.00
08/04/2020	MWW	Teleconference with B. Curley regarding respondent's brief on appeal.	0.10	\$290.00	\$29.00
08/05/2020	MWW	Continue preparation of factual sections of respondent's brief on appeal; analyze related strategies and appellate record.	2.50	\$290.00	\$725.00
08/05/2020	MWW	Prepare procedural history sections of respondent's brief on appeal; analyze related strategies and appellate record.	1.90	\$290.00	\$551.00
08/05/2020	MWW	Prepare standard of review section of respondent's brief on appeal; analyze strategies and law regarding same.	0.50	\$290.00	\$145.00
08/05/2020	MWW	Prepare discussion sections of respondent's brief on appeal; analyze strategies, appellate record, and law regarding same.	4.60	\$290.00	\$1,334.00
08/05/2020	MWW	Email correspondence with C. Adams and B. Curley regarding respondent's brief on appeal.	0.40	\$290.00	\$116.00
08/05/2020	MWW	Teleconference with C. Adams regarding respondent's brief.	0.10	\$290.00	\$29.00
08/05/2020	MWW	Continue preparation of introduction section of respondent's brief; analyze related strategies.	0.60	\$290.00	\$174.00

Legal Services

Date	Person	Description of Legal Services	Time	Rate	Amount
08/05/2020	MWW	Continue analysis of appellant's opening brief and appellate record for evidence and counter arguments.	1.60	\$290.00	\$464.00
08/06/2020	MWW	Update all law used in respondent's brief on appeal.	1.20	\$290.00	\$348.00
08/06/2020	MWW	Continue review of appellate record for evidence used in respondent's brief on appeal.	0.50	\$290.00	\$145.00
08/06/2020	MWW	Revise and finalize respondent's brief on appeal.	3.90	\$290.00	\$1,131.00
08/06/2020	MWW	Teleconference with B. Chisum regarding respondents' briefs on appeal.	0.10	\$290.00	\$29.00
08/06/2020	MWW	Email correspondence with B. Curley regarding respondent's brief on appeal.	0.10	\$290.00	\$29.00
08/11/2020	MWW	Email correspondence with C. Adams regarding Public Records Act request.	0.20	\$290.00	\$58.00
08/11/2020	MWW	Review and redact documentation for production pursuant to Public Records Act request.	1.40	\$290.00	\$406.00
08/11/2020	MWW	Email correspondence with B. Curley regarding Public Records Act request.	0.10	\$290.00	\$29.00
08/12/2020	MWW	Email correspondence with C. Adams regarding Public Records Act request.	0.50	\$290.00	\$145.00
08/12/2020	MWW	Analyze strategies regarding documents responsive to Public Records Act request, including evaluation of issues raised by client.	0.30	\$290.00	\$87.00
08/12/2020	MWW	Continue review and redaction of documentation for production pursuant to Public Records Act request.	0.90	\$290.00	\$261.00
08/31/2020	MWW	Email correspondence with opposing counsel and co-counsel regarding appellant's request for extension to file reply brief on appeal.	0.10	\$290.00	\$29.00
08/31/2020	MWW	Review stipulation for extension to file reply brief on appeal.	0.10	\$290.00	\$29.00
Total Legal Services			35.60		\$10,324.00

Legal Services Recap

Person	Time	Rate	Amount
MWW Mark W. Waterman	35.60	\$290.00	\$10,324.00

Costs

Date	Description of Costs	Amount
08/31/2020	Photocopies	\$141.75
08/31/2020	Computer Research	\$21.38
Total Costs		\$163.13

<u>Invoice Summary</u>	<u>Totals</u>
Total Legal Services	\$10,324.00
Total Costs	<u>\$163.13</u>
Total Current Charges	\$10,487.13
Previous Balance	\$26,738.89
Current Interest	\$156.81
Total Due	<u><u>\$37,382.83</u></u>



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October 09, 2020

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

Client: 001839

For Professional Services Rendered Through September 30, 2020

ACCOUNT SUMMARY

Matter	Invoice #	Previous Balance	Current Charges	Less Payments	Total Due
000005	2119266	\$37,382.83	\$136.51	\$18,817.63	\$18,701.71

Total Current Charges	\$136.51
Previous Balance	\$37,382.83
<i>Less Payments</i>	<u>(\$18,817.63)</u>
Total due	<u><u>\$18,701.71</u></u>



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October 09, 2020

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

Client: 001839
Matter: 000005
Invoice # 2119266

Page: 1

RE: Watermaster Decision Appeal

For Legal Services Rendered Through September 30, 2020

Legal Services

Date	Person	Description of Legal Services	Time	Rate	Amount
09/02/2020	SAA	Review respondent's brief and calculate related legal deadlines.	0.30	\$135.00	\$40.50
Total Legal Services			0.30		\$40.50

Legal Services Recap

Person	Time	Rate	Amount
SAA Stephanie A. Arwick	0.30	\$135.00	\$40.50

Costs

Date	Description of Costs	Amount
09/02/2020	Photocopies	\$30.00
Total Costs		\$30.00

<u>Invoice Summary</u>	<u>Totals</u>
Total Legal Services	\$40.50
Total Costs	<u>\$30.00</u>
Total Current Charges	\$70.50
Previous Balance	\$37,382.83
Current Interest	\$66.01
<i>Less Payments</i>	<i>(\$18,817.63)</i>
Total Due	<u><u>\$18,701.71</u></u>



BEST BEST & KRIEGER
ATTORNEYS AT LAW

Indian Wells
(760) 568-2611

Irvine
(949) 263-2600

Los Angeles
(213) 617-8100

Manhattan Beach
(310) 643-8448

Ontario
(909) 989-8584

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

Sacramento
(916) 325-4000

San Diego
(619) 525-1300

Walnut Creek
(925) 977-3300

Washington, DC
(202) 785-0600

October 16, 2020

Jesse Claypool
Chairman of the Board
Honey Lake Valley RCD
170 Russell Ave.
Susanville, CA 96130

Re: Honey Lake Valley Resource Conservation District—Representation as
General and Water Law Counsel

Dear Mr. Claypool:

ABOUT OUR REPRESENTATION

Best Best & Krieger LLP is pleased to represent Honey Lake Valley Resource Conservation District. Specifically, we will serve as the District's general and water law counsel. This letter constitutes our agreement setting the terms of our representation. If you want us to represent you and agree to the terms set forth in this letter, after you review the letter please sign it and return the signed copy to us.

CONFIDENTIALITY AND ABSENCE OF CONFLICTS

An attorney-client relationship requires mutual trust between the client and the attorney. It is understood that communications exclusively between counsel and the client are confidential and protected by the attorney-client privilege.

To also assure mutuality of trust, we have maintained a conflict of interest index. The California Rules of Professional Conduct defines whether a past or present relationship with any party prevents us from representing your firm. Similarly, your firm's name will be included in our list of clients to ensure we comply with the Rules of Professional Conduct with respect to your firm.

We have checked the following names against our client index: Honey Lake Valley RCD, Lassen Irrigation Company, Jay Dow. Based on that check, we can represent the District. Please review the list to see if any other persons or entities should be included. If you do not tell us to the contrary, we will assume that this list is complete and accurate. We request that you update this list for us if there are any changes in the future.



BEST BEST & KRIEGER
ATTORNEYS AT LAW

Honey Lake Valley RCD
October 16, 2020
Page 2

YOUR OBLIGATIONS ABOUT FEES AND BILLINGS

As we discussed, Joshua Nelson will serve as the District's general counsel and Steve Anderson will provide water law counsel. Josh's current hourly billing rate is \$275 and Steve's is \$325. Their firm profiles are attached. The billing rates for others are described in the memorandum attached to this letter which is entitled "Best Best & Krieger LLP's Billing Policies." It also describes the other aspects of our firm's billing policies. You should consider the Billing Policies memorandum part of this agreement as it binds both of us. For that reason, you should read it carefully.

INSURANCE

We understand that you are not now insured or have any insurance that may cover potential liability or attorneys' fees in this case. If you think you may have such insurance, please notify me immediately.

We are also pleased to let you know that Best Best & Krieger LLP carries errors and omissions insurance with Lloyd's of London. After a standard deductible, this insurance provides coverage beyond what is required by the State of California.

NEW MATTERS

When we are engaged by a new client on a particular matter, we are often later asked to work on additional matters. You should know that such new matters will be the subject of a new signed supplement to this agreement. Similarly, this agreement does not cover and is not a commitment by either of us that we will undertake any appeals or collection procedures. Any such future work would also have to be agreed upon in a signed supplement.

CIVILITY IN LITIGATION

In litigation, courtesy is customarily honored with opposing counsel, such as extensions to file pleadings or responses to other deadlines. In our experience, the reciprocal extension of such courtesies saves our clients' time and money. By signing this letter you will be confirming your approval of this practice in your case.

HOW THIS AGREEMENT MAY BE TERMINATED

You, of course, have the right to end our services at any time. If you do so, you will be responsible for the payment of fees and costs accrued but not yet paid, plus reasonable fees and costs in transferring the case to you or your new counsel. By the same token, we reserve the



BEST BEST & KRIEGER
ATTORNEYS AT LAW

Honey Lake Valley RCD
October 16, 2020
Page 3

right to terminate our services to you upon written notice, order of the court, or in accordance with our attached Billing Policies memorandum. This could happen if you fail to pay our fees and costs as agreed, fail to cooperate with us in this matter, or if we determine we cannot continue to represent you for ethical or practical concerns.

CLIENT FILE

If you do not request the return of your file, we will retain your file for five years. After five years, we may have your file destroyed. If you would like your file maintained for more than five years or returned, you must make separate arrangements with us.

THANK YOU

On a personal note, we are pleased that you have selected Best Best & Krieger LLP to represent you. We look forward to a long and valued relationship with you and appreciate your confidence in selecting us to represent you. If you have any questions at any time about our services or billings, please do not hesitate to call Josh or me.

If this letter meets with your approval, please sign and date it, and return the original to us. Unless you sign, date and return the original by November 9, 2020, we will not represent you in any capacity, and we will assume that you have made other arrangements for legal representation. We have enclosed a separate signed copy of this letter for your records.

Very truly yours,

Ann M. Siprelle
of BEST BEST & KRIEGER LLP

AGREED AND ACCEPTED:

By: _____
Dated: _____

BEST BEST & KRIEGER LLP'S BILLING POLICIES

Our century of experience has shown that the attorney-client relationship works best when there is mutual understanding about fees, expenses, billing and payment terms. Therefore, this statement is intended to explain our billing policies and procedures. Clients are encouraged to discuss with us any questions they have about these policies and procedures. Clients may direct specific questions about a bill to the attorney with whom the client works or to our Accounts Receivable Department. Any specific billing arrangements different from those set forth below will be confirmed in a separate written agreement between the client and the firm.

Fees for Professional Services

Unless a flat fee is set forth in our engagement letter with a client, our fees for the legal work we will undertake will be based in substantial part on time spent by personnel in our office on that client's behalf. In special circumstances which will be discussed with the client and agreed upon in writing, fees will be based upon the novelty or difficulty of the matter, or the time or other special limitations imposed by the client.

Hourly rates are set to reflect the skill and experience of the attorney or other legal personnel rendering services on the client's behalf. Time is accrued on an incremental basis for such matters as telephone calls (minimum .3 hour) and letters (minimum .5 hour), and on an actual basis for all other work. Our attorneys are currently billed at rates from \$255 to \$750 per hour, and our administrative assistants, law clerks, litigation analysts, research analysts, and paralegals are billed at rates from \$70 to \$290 per hour. These hourly rates are reviewed annually to accommodate rising firm costs and to reflect changes in attorney status as lawyers attain new levels of legal experience. Any increases resulting from such reviews will be instituted automatically and will apply to each affected client, after advance notice.

Non-Attorney Personnel: BBK may employ the services of non-attorney personnel under the supervision of a BBK attorney in order to perform services called for in the legal services agreement. The most common non-attorney personnel utilized are paralegals. Other types of non-attorney personnel include, but are not limited to, case clerks, IT analysts, and specialty consultants. The client agrees that BBK may use such

non-attorney personnel to perform its services when it is reasonably necessary in the judgment of the responsible BBK attorney. Hourly fees for non-attorney personnel will be charged at the rate then in effect for such personnel. A copy of BBK's current rates and titles for non-attorney personnel will be provided upon request. Except for paralegals, BBK will not incur more than \$575 in fees for a non-attorney's work on a client matter without first confirming by email or written correspondence with the client the intended use of the non-attorney and the hourly rate for that person.

Fees For Other Services, Costs and Expenses

We attempt to serve all our clients with the most effective support systems available. Therefore, in addition to fees for professional legal services, we also charge separately for some other services and expenses to the extent of their use by individual clients. These charges include but are not limited to, mileage at the current IRS approved rate per mile, extraordinary telephone and document delivery charges, copying charges, computerized research, court filing fees and other court-related expenditures including court reporter and transcription fees. No separate charge is made for secretarial or word processing services; those costs are included within the above hourly rates.

ESI: BBK provides Electronically Stored Information (ESI) services for matters requiring ESI support – typically litigation or threatened litigation matters. BBK shall receive payment for ESI support, if needed, at BBK's then current rates. A copy of BBK's current rates for such services will be provided upon request. BBK shall not incur costs for ESI support on a particular matter without first confirming by email or written correspondence with the client that the client agrees such services are necessary for the matter at hand.

We may need to advance costs and incur expenses on your behalf on an ongoing basis. These items are separate and apart from attorneys' fees and, as they are out-of-pocket charges, we need to have sufficient funds on hand from you to pay them when due. We will advise the client from time to time when we expect items of significant cost to be incurred, and it is required that the client send us advances to cover those costs before they are due.

Advance Deposit Toward Fees And Costs

Because new client matters involve both a substantial undertaking by our firm and the establishment of client credit with our accounting office, we require an advance payment from clients. The amount of this advance deposit is determined on a case-by-case basis discussed first with the client, and is specified in our engagement letter.

Upon receipt, the advance deposit will be deposited into the firm's client trust account. Our monthly billings will reflect such applications of the advance deposit to costs and not to attorney's fees (unless otherwise noted in our accompanying engagement letter). At the end of engagement, we will apply any remaining balance first to costs and then to fees. We also reserve the right to require increases or renewals of these advanced deposits.

By signing the initial engagement letter, each client is agreeing that trust account balances may be withdrawn and applied to costs as they are incurred and to our billings, when we issue our invoice to the client. If we succeed in resolving your matter before the amounts deposited are used, any balance will be promptly refunded.

Monthly Invoices and Payment

Best Best & Krieger LLP provides our clients with monthly invoices for legal services performed and expenses incurred. Invoices are due and payable upon receipt.

Each monthly invoice reflects both professional and other fees for services rendered through the end of the prior month, as well as expenses incurred on the client's behalf that have been processed by the end of the prior month. Processing of some expenses is delayed until the next month and billed thereafter.

Our fees are not contingent upon any aspect of the matter and are due upon receipt. All billings are due and payable within ten days of presentation unless the full amount is covered by the balance of an advance held in our trust account. If a bill is not paid within 30 days, a late charge of one percent per month on the unpaid invoice shall be added to the balance owed, commencing with the next statement and continuing until paid.

It is our policy to treat every question about a bill promptly and fairly. It is also our policy that if a client does not pay an invoice within 60 days of mailing, we assume the client is, for whatever reason, refusing to pay. We reserve the right to terminate our engagement and withdraw as attorney of record whenever our invoices are not paid. If an invoice is 60 days late, however, we may advise the client by letter that the client must pay the invoice within 14 days or the firm will take appropriate steps to withdraw as attorney of record. If the delay is caused by a problem in the invoice, we must rely upon the client to raise that with us during the 14-day period. This same policy applies to fee arrangements which require the client to replenish fee deposits or make deposits for anticipated costs.

From time to time clients have questions about the format of the bill or description of work performed. If you have any such questions, please ask them when you receive the bill so we may address them on a current basis.

Changes in Fee Arrangements and Budgets

It may be necessary under certain circumstances for a client to increase the size of required advances for fees after the commencement of our engagement and depending upon the scope of the work. For example, prior to a protracted trial or hearing, the firm may require a further advance payment to the firm's trust account sufficient to cover expected fees. Any such changes in fee arrangements will be discussed with the client and mutually agreed in writing.

Because of the uncertainties involved, any estimates of anticipated fees that we provide at the request of a client for budgeting purposes, or otherwise, can only be an approximation of potential fees.

BEST BEST & KRIEGER LLP

Joshua Nelson



Joshua Nelson

Partner

(916) 551-2859

joshua.nelson@bbklaw.com

Services

Business Licensing & Franchising
California Public Utilities
Commission
Energy
Environmental Law & Natural
Resources
Fees, Taxes & Assessments
Municipal Law
Special Districts
Telecommunications

Education

University of California, Davis
School of Law, J.D.
Cornell University, B.S.

Admissions

California
Nevada

At a Glance

- Josh is city attorney for the cities of Gustine and Jackson.
- In addition to general governance issues, Josh focuses on telecommunications, solid waste, Proposition 218/26 compliance, general utilities issues and code enforcement.
- Josh is licensed to practice law in the states of California and Nevada.

Profile

Josh Nelson is a member of Best Best & Krieger LLP's Municipal Law practice group and provides city attorney and general counsel services to a number of clients. Josh is city attorney for the cities of Gustine and Jackson. He is also general counsel for the Alpine Springs County Water District, Beckwourth Fire District, North Tahoe Public Utility District, Plumas-Eureka Community Services District and Tahoe Resource Conservation District.

In addition to general governance issues, Josh focuses on telecommunications, solid waste, Proposition 218/26 compliance, general utilities issues and code enforcement. He advises on the laws surrounding the growing use of short-term rental housing. He also regularly represents public and private clients before the California Public Utilities Commission on energy and telecommunications matters.

For telecommunications, Josh negotiates wireless facilities siting agreements and assists clients with regulating wireless facilities within and outside of the right-of-way. Other utility experience includes assisting public agencies (both regulators and utilities) with right-of-way management issues, including utility undergrounding efforts.

Related to solid waste, he assists clients with all manner of solid waste issues, including franchising, landfill, leasing, permitting and closure/post-closure compliance, diversion requirements and construction and demolition programs. For code enforcement, Josh prosecutes all manner of civil and administrative code enforcement actions, including health and safety receiverships.

Steve M. Anderson



Steve M. Anderson
Partner
(951) 826-8279
steve.anderson@bbklaw.com

Services

Business
Endangered Species
Environmental Law & Natural Resources
Environmental Litigation
General & Special Counsel
Municipal Law
Special Districts
Water

Education

University of California,
Hastings, J.D.
University of California, San
Diego, B.A.

Admissions

California
District of Columbia

At a Glance

- Steve is regularly involved with surface and groundwater rights issues, including the Sustainable Groundwater Management Act.
- He helps clients with mitigation banking, land conservation and Endangered Species Act matters.
- Steve also serves as a volunteer attorney and board member for a local legal aid clinic.

Profile

Steve Anderson works on water rights, groundwater, wetlands, in-lieu fee program, endangered species, environmental mitigation, conservation easements and other natural resource law matters. As a partner at Best Best & Krieger LLP, Steve is a member of the firm's Environmental Law & Natural Resources, Special Districts and Municipal Law practice groups.

Water Law

Steve is regularly involved in water issues faced by public agencies and private clients across California, including water rights disputes, groundwater, recycled water, water diversions and reporting, drought impacts on water supply, implementation of the Sustainable Groundwater Management Act, water bonds (Proposition 1), water supply assessments, wastewater and integrated water planning. Steve routinely drafts water rights opinions and contracts involving water supplies.

General Counsel Practice

Steve serves as general counsel to water districts, court-appointed watermasters, resource conservation districts and other special districts. In this capacity, Steve works on Brown Act, conflict of interest, contracting, grant funding, employment, transactional and other public agency governance issues, in addition to natural resource law matters.

CWA, ESA and More

Steve also assists public and private entities with Section 404 wetlands permitting, in-lieu fee programs, mitigation banking and other federal Clean Water Act issues. He helps clients in complying with Section 7 consultation requirements, habitat conservation planning and conservation banking issues under the federal Endangered Species Act. Steve routinely interacts with the U. S. Fish and Wildlife Service, the Army Corps of Engineers, the California Department of Fish and Wildlife, the Regional Water Quality Control Boards and other state and federal regulatory agencies on permitting for infrastructure development and other public and private projects.

Steve M. Anderson

Steve represents public and private clients in administrative proceedings and civil litigation in state and federal courts involving the Delta, the Colorado River, State Water Resources Control Board orders, the ESA, the CWA, the California Endangered Species Act, the Porter-Cologne Water Quality Control Act and other laws.

Steve regularly makes presentations on water, endangered species, CWA, mitigation and land conservation issues at local, regional and statewide conferences. Steve has taught courses on the ESA and habitat conservation planning at the University of California, Riverside. He also frequently drafts articles on the ESA and California water law issues for state and national publications.

Before joining BB&K, Steve served as a judicial law clerk to the Chief Justice of the Nevada Supreme Court.

Steve also serves as a volunteer attorney and board member of the Inland Empire Latino Lawyers Association legal aid project, a nonprofit that provides free legal services to the under-served.

Sample Recent Matters

- Assisted public agencies in forming GSAs under SGMA in more than eight groundwater basins.
- Represented public water agency in dispute over local surface water supplies; litigation settled on favorable terms.
- Secured approval for the first Army Corps/EPA in-lieu fee program approved in the Los Angeles District under the 2008 CWA Mitigation Rule.
- Represented coalition of water agencies in endangered fish species litigation related to Delta water supplies.
- Assisted resource conservation districts and nonprofit land trust to place into conservation thousands of acres of protected riparian habitat and uplands.
- Helped vineyard owner in dispute with uphill neighbor over groundwater pumping.
- Prepared water rights opinion in support of multi-million dollar real estate transaction.



October 1, 2020

Chairman Jesse Claypool
Honey Lake Valley Resource Conservation
District and Watermaster
120 Fair Drive
Susanville, California 96130

RE: Your consideration of a legal services agreement with
Harper & Burns LLP.

Dear Chairman Claypool:

It has been a true pleasure serving the Board, your staff, and the community over these past years. As I have noted, I have become a member of the highly respected law firm of Harper & Burns LLP. I believe I and my partners will be able to maintain or perhaps improve upon the level of service I have been able to offer you with my prior firm.

I have included a proposed legal services agreement for you and the Board's consideration. Should you have questions about this proposed agreement, I am happy to discuss them with you or the Board. I also confirm that there are no outstanding invoices from me for any legal services provided in July, August, or September 2020.

I thank you for your ongoing courtesy, wisdom and professionalism and good humor during our time working together and, it is very much appreciated.

Hoping you all stay safe and well during these challenging times.

Sincerely,

William P. Curley III
For Harper & Burns LLP

Enclosure(s)

**AGREEMENT FOR LEGAL AND
DISTRICT GENERAL COUNSEL SERVICES**

THIS AGREEMENT, is made and entered into by and between the Honey Lake Valley Resource Conservation District, (hereinafter the "District") and the law firm of Harper & Burns, LLP ("hereinafter the "Firm") and shall be deemed dated and effective as of _____.

WITNESSETH:

The parties hereto agree as follows:

SECTION 1. RECITALS. This Agreement is made and entered into with respect to the following facts:

- A. District has engaged the services of Harper & Burns LLP to act as District General Counsels for the Honey Lake Valley Resource Conservation District and as counsel to the District as Watermaster, as established by the Court, and to perform all legal services requested in conjunction therewith by this Agreement; and
- B. The Firm has agreed to provide legal services, in the time, manner, and for the compensation, as hereinafter set forth; and

SECTION 2. LEGAL SERVICES. The Firm shall perform the following legal services for the District:

- A. The District's District General Counsel is designated as William P. Curley III. The District General Counsel shall attend all meetings of the District unless excused by the General Manager or Board; and
- B. Provide legal advice and opinions on all matters affecting the District when requested by the District or Watermaster, a department head, Deputy Watermaster other members of District management as designated by the General Manager, except when prevented from doing so by a legal conflict; and
- C. Attend other meetings of boards, commissions, committees, and staff members of the District or Watermaster as directed by the Board, Watermaster or General Manager; and
- D. Prepare resolutions and ordinances, review and approve as to legal form all District or Watermaster contracts, agreements, and documents as requested and perform such other duties and responsibilities, and
- E. Undertake prosecution of violations of District or Watermaster ordinances, policies, order or decisions as directed to do so by the Board, Watermaster or General Manager; and

F. Represent the District or Watermaster in civil litigation to which the District is a party at the direction of the District General Counsel. At the outset of each matter of litigation (other than code violations), the District General Counsel shall cause a written estimated litigation budget to be prepared and presented to the General Manager. The District General Counsel and General Manager (or General Manager's designee) shall monitor the expenditures and provide updates to the District General Counsel (or General Manager) at regular intervals to be determined on a case-by-case basis; and

G. The General Manager is hereby authorized to meet with the District General Counsel to discuss service and performance levels at any time during this Agreement, and to bind the District General Councils to items including, but not limited to, a schedule of regular office hours and standard response times to service requests specialty projects, expert advice from third parties and any action necessary or desirable for the health, safety and welfare of the District. In addition, the District General Counsel shall maintain a list of pending work assignments and shall provide progress reports thereon to the General Manager as directed by the General Manager.

H. The District General Counsel shall retain the right to direct that special counsel other than the Firm perform legal work for the District or any of its related entities but shall require the Firm to oversee and report on the third-party representation.

SECTION 3. DESIGNATION OF DISTRICT GENERAL COUNSEL.

A. William P. Curley III ("Curley") shall be appointed District General Counsel for the District and Watermaster. Such appointee shall serve at the pleasure of the Board as subject to this Agreement.

SECTION 4. COMPENSATION. The Firm shall be compensated by District for the performance of such services as follows:

A. The Firm shall be compensated, apart from reimbursable expenses, as set forth on "Attachment 1" hereto

B. Legal Services Provided by District General Councils other than Designated District General Counsel. The Firm and Assistant District General Counsel shall be compensated for the performance of legal services by District General Councils other than the designated District General Counsel in accordance with this Agreement.

C. Compensation Adjustments. On or before the anniversary date of this Agreement in each year occurring during the term of this Agreement, Firm shall submit to the General Manager for review and approval a Schedule of Honey Lake Valley Resource Conservation District's Billing Rate(s) setting forth the hourly rates or retainer terms, or both, and the rates therefore which will be effective commencing on each said _____ through and including _____ of the following calendar year.

Prior to _____ of each year occurring during the term of this Agreement, Firm shall supply to the General Manager calculations which result in an increase or decrease in the

District General Counsel's hourly rate based upon such cost of living adjustment, for review and recommendation by General Manager and approval by the District General Counsel. Such cost of living adjustments shall be effective commencing on and after the date agreed upon.

D. Non-Billable Time. District General Counsel shall not bill for non-productive time, such as non-approved travel time.

E. Reimbursable Expenses. The Firm shall be entitled to reimbursement for all expenses incurred by it in the performance of legal services hereto, provided that the same are first approved or requested by the Board or the General Manager. Reimbursable expenses to which Firm shall be entitled shall include, but are not limited to, duplication costs; word processing costs; mileage, in amounts as authorized for other District officers or employees except that non-productive mileage between Firm's offices and Honey Lake Valley Resource Conservation District offices shall not be reimbursable; extraordinary telephone and telecommunication costs; extraordinary mail costs; messenger services; and other costs customarily made as part of the performance of legal services by Firm. The designated District General Counsel shall be entitled to reimbursement for the cost of attending professional conferences and seminars as approved or directed by the Board or General Manager.

SECTION 5. PAYMENT FOR SERVICES. The Firm shall submit monthly invoices to the District for all services provided and costs incurred pursuant to the terms of this Agreement. Said statements shall clearly set forth by date the type of work performed, the time spent on a task and the District General Counsel performing the task. Payment to Firm shall be made by the District within thirty (30) days of receipt of the invoice, except for those specific items on the billing which are contested or questioned and returned by the District with written response to any invoice contested or questioned and further, upon a request of District, provide District with any and all documents related to the service or costs. No charge shall be made for time expended in providing this information to the District.

SECTION 6. TERM. The term of this Agreement shall commence on _____ and shall continue for an initial four (4) year term and consecutive terms thereafter unless terminated by either party hereto. Firm may terminate this Agreement on the giving of thirty (30) days written notice to the District of such determination. If such determination notice is given, the same shall be effective on the thirtieth (30th) day after the giving of such notice. Firm will comply with all obligations required of it pursuant to the State Bar Act in connection with such termination and the transition to replacement counsel. District may terminate this contract at will, subject to its term and upon payment of all compensation due for the term, and all reimbursable expenses, without cause or prior notice, upon the majority vote of the District General Counsel. Firm shall be compensated for its service rendered through and including the effective date of such termination.

SECTION 7. ANNUAL PERFORMANCE REVIEW. During the month of July of each year during the term of this Agreement, the General Manager shall meet with each District department head and review written comments provided by the department head regarding the performance of the District General Counsel's office. The comments shall address the quality of legal work performed by the firm, the timeliness of the work, the availability of the District General

Counsels, and their attitude and willingness to perform requested services in a timely and effective manner. During the month of August of each year, the General Manager and District General Counsel shall meet with the District General Counsel to discuss the performance of the District General Counsel's office based upon the General Manager's meetings with the department heads, the General Manager's own observations, and the District General Counsel's views on the District General Counsel's performance for them.

SECTION 8. NOTICES. Notices required pursuant to this Agreement shall be given by personal service upon the party to be notified, or by delivery of same to the custody of the United States Postal Service, or its lawful successor, postage prepared and addressed as follows:

DISTRICT:	Honey Lake Valley Resource Conservation District 120 Fair Drive Susanville, CA 96130 Atten: General Manager	FIRM: Harper & Burns LLP 453 South Glassell Street Orange, California 92866 Attn: Managing Partner
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Service or notice by personal service shall be deemed to have been given as of the date of such personal service. Notices given by deposit with the United States Postal Service shall be deemed to have been given two (2) consecutive calendar days following the deposit of the same in the custody of said Postal Service.

SECTION 9. INDEMNITY. The Firm does hereby agree to hold the District, and its elected and appointed officers and officials, employees, and other agents free and harmless of any claim, demand, or judgment that may arise based upon personal injury or damage to property or to a third party arising out of any error or negligent omission by Firm regarding the performance of services hereunder.

SECTION 10. INSURANCE REQUIREMENTS. The Firm shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees and professional errors and omissions insurance providing not less than one million dollars (\$1,000,000) coverage.

Firm, and each District General Counsel of the Firm, shall be due and allowed to utilize all statutory, common law, and other applicable defenses, immunities, and causes of action due to a District employee under the California Government Code, common/case law and any other applicable law, regulation, or policy. Further, the designated District General Counsel, and associates are designated as public officials, public officers, or District officials for all purposes.

SECTION 11. GENERAL PROVISIONS.

A. The Firm shall not assign this Agreement, or any of the rights, duties, or obligations hereunder. It is understood and acknowledged by the parties that Firm is uniquely qualified to perform the services provided for in this Agreement.

B. In the event an instance of conflict of interest arises with another client, the Firm will protect the best interests of the District and will take all necessary actions, to resolve or eliminate the conflict situation. If the circumstance cannot be lawfully avoided or resolved, the Firm will undertake to recommend substitute counsel to protect the interests of the District.

C. The Firm is and shall always remain as to the District a wholly independent contractor serving as a public official. Neither the District nor any of its officers, employees, servants, or agents shall have control over the conduct of Firm or any of Firm's officers, employees, or agents. The Firm, not at any time or in any manner, represent that it or any of its officers, employees, or agents are in any manner employees of the District. District acknowledges and agrees that the District General Counsel and the Firm lawyers will need to represent to others the relationship to the District and shall enjoy and apply all rights, powers, and privileges attendant thereto.

D. In the performance of this Agreement, the Firm shall not engage in discrimination in employment of persons because of the age, race, color, sex, national origin or ancestry, or religion of such persons unless it is requested by the employee in writing.

E. Nothing contained in this Agreement shall be deemed, construed, or represented by the District or the Firm to any third person to create a relationship of principal or agent, or of a partnership, or of a joint venture, or of any other association of any kind or nature between the District and the Firm.

F. This Agreement constitutes the entire agreement of the parties concerning the subject matter hereof and all prior agreements or understandings, oral or written, are hereby merged herein. This Agreement shall not be amended in any way except by a writing expressly purporting to be such an amendment, signed, and acknowledged by both of the parties hereto.

G. Should interpretation of this Agreement, or any portion thereof, be necessary, it is deemed that this Agreement was prepared by the parties jointly and equally, and shall not be interpreted against either party on the ground that the party prepared the Agreement or caused it to be prepared.

H. No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision. No waiver shall be binding, unless executed in writing by the party making the waiver.

SECTION 12. OWNERSHIP OF DOCUMENTS.

A. The Firm shall maintain complete and accurate records with respect to costs, expenses, receipts, and other such information required by District that relate to the performance of services under this Agreement. The Firm shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Firm shall provide free access to the representatives of District or its designees at reasonable times to such books and records, shall give District the right to examine and audit said books and records, shall permit District to make transcripts therefrom as necessary, and shall allow inspection of all

work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

B. Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the District and may be used, reused or otherwise disposed of by the District without the permission of the Firm. With respect to computer files, the Firm shall make available to the District, upon reasonable written request by the District, the necessary computer software and hardware for purposes of accessing, compiling, transferring and printing computer files.

SECTION 13. LICENSES. At all times during the term of this Agreement, the Firm shall have in full force and effect, all licenses required of it by law for the performance of the services described in this Agreement, at its own sole cost and expense.

SECTION 14. GOVERNING LAW. The District and the Firm understand and agree that the laws of the State of California shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement.

SECTION 15. LITIGATION. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court with geographic jurisdiction over the District of Honey Lake Valley Resource Conservation District. In the event such litigation is filed by one party against the other to enforce its rights under this Agreement, the prevailing party, as determined by the Court's judgment, shall be entitled to reasonable District General Counsel fees and litigation expenses for the relief granted.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their representatives as follows:

**HONEY LAKE VALLEY RESOURCE
CONSERVATION DISTRICT**

HARPER & BURNS LLP

General Manager

Managing Partner

ATTACHMENT "1"

Firm Partner District General Counsel	\$240.00 / hr.
District General Counsel – Associates	\$210.00 / hr.
Paralegal	\$175.00 / hr.
Administrative Assistant	\$150.00 / hr.
Computer Services	Actual Cost
Third – Party Services	Actual Cost.
Legal Interns / Law Clerks	\$90.00 / hr.
All Other Services/Travel/Hospitality	Actual Cost.