



PUBLIC NOTICE
Special Meeting of the:
Honey Lake Valley Resource Conservation District
Attachments available 7/29/20 at www.honeylakevalleyrcd.org

Date: Thursday, July 30, 2020

Location: **HELD REMOTELY Via ZOOM**

This Virtual Meeting is held pursuant to Executive Order N-29-20 issued by Governor Newsom on March 17, 2020 that directs Californians to follow public health directives including canceling large gatherings. The Executive Order also allows local legislative bodies to hold meetings via conference calls while still satisfying state transparency requirements. Executive Order N-33-20, prohibits people from leaving their homes or places of residence except to access necessary supplies and services or to engage in specified critical infrastructure employment.

Note: Pursuant to the Brown Act, Section 54953(b)(2). Section (b) (2) requires that all votes taken during a teleconference meeting shall be by roll call. Any agenda item may be discussed in a different order, if necessary. The Board may take action whether items are listed as action, information or discussion. The meeting is being held solely by remote means and will be made accessible to members of the public seeking to attend and address the Board solely through the phone number set forth below.

Join Zoom Meeting

<https://us02web.zoom.us/j/82750439448?pwd=QUNnMWp2WWsybENsMEZMdU1ZNExqQT09>

Meeting ID: 827 5043 9448

Passcode: 478046

One tap mobile

+16699006833,,82750439448#,,,,,0#,,478046# US (San Jose)

+12532158782,,82750439448#,,,,,0#,,478046# US (Tacoma)

Find your local number: <https://us02web.zoom.us/u/kclAlOvfSn>

Time: **5:30 PM**

AGENDA

(revised 07/29/2020 3:15pm PDT)

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

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

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

II. APPROVAL OF AGENDA

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

III. PUBLIC COMMENT

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

IV. CONSENT ITEMS

- A. Approval of July 6, 2020 meeting minutes
- B. Treasurer's Report

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

V. REPORTS

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

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

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

- A. Consideration and approval for FY19 audit process

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

- B. Consideration and approval of CARCD membership dues (attachment)

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

- C. Rattify Board action appointing Laurie Tippin point of contact for all current grants with Resolution 2020-2 Cal-Recycle and Resolution 2020-3 DACI (attachments)

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

- D. Consideration and approval to enter into a Memorandum of Agreement with NACD to provide technical assistance to NRCS' Conservation Stewardship Program (attachment)

Tie to the Strategic Plan: Issue 2 - Stay relevant to the conservation issues of the community.

- E. Consideration and approval for the RCD to assume responsibility of the NRCS Working Group per recent MOA

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

- F. Discussion and Direction for HLV RCD with the fire resource restoration and recovery work

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

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

- A. Consideration and approval of Lozano Smith invoices 2112750-2112752 totaling \$19,340.13

(attachments)

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

- B. Consideration and approval of 2020-2021 Apportionment Assessment Certification letter to the County Auditor (attachments)

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

IX. ADJOURNMENT

The next Honey Lake Valley RCD meeting will be **Aug 27, 2020, 5:30pm PDT**. The location is the USDA Service Center, 170 Russell Avenue, Suite C, Susanville, CA.

I certify that on Wednesday, July 29, 2020 agendas were posted as required by Government Code Section 54956 and any other applicable law.



Carrie Adams
Deputy Watermaster



CARCD Membership Dues: Fiscal Year 2020-2021

Due: August 31, 2020

MEMBERSHIP APPLICATION:

2020-2021 MEMBERSHIP DUES:

Membership Dues are calculated based on 2.0% of RCD District Expenses (Operating Budget / Unrestricted Funds)*:

Maximum Full Dues = \$5,000 District Unrestricted Expenses are more than \$250,000

Custom Full Dues Amount = District Unrestricted Expenses are \$7,500 - \$250,000.
\$ _____ Use formula 2% * \$ of unrestricted funds to calculate your RCDs Full Membership Dues Amount

Minimum Full Dues = \$150 District Unrestricted Expenses less than \$7,500

Contributing Member Amount = Dues amount paid is less than Full Membership amount
\$ _____

ADDITIONAL SUPPORT FOR PACIFIC POLICY GROUP:

Pacific Policy Group: Support for legislative advocacy on a statewide level on behalf of all RCDs. \$ _____

TOTAL \$

PLEASE INCLUDE WITH PAYMENT:

- Completed Application
- RCD Directory Update Form
- Check payable to CARCD
- Most recent audit and/or financial statements
- Any additional notes/documentation

***District Expenses:** Every unrestricted expense including (but not limited to) non-grant billed salaries, contracts, audit & bookkeeping costs, office, rent, utilities, phones, supplies, insurance, membership dues (CARCD, LAFCO, etc.), office equipment, travel costs, copying fees, etc.

Contributing Member: Fails to pay calculated amount without an acceptable written explanation **OR** does not submit documentation to back up amount paid. The determination is based on the submitted information, including any additional written comments/requests from the District. All Districts will be informed of their status on or before November 1.

Please be assured that CARCD will work with you if you feel you have other exceptions of merit. The RCD must submit a letter to the Board of Directors by August 15th, 2020.



CARCD Membership Dues: Fiscal Year 2020-2021

Due: August 31, 2020

KEEP CARCD STRONG FOR YOUR DISTRICT!

CARCD knows it is essential to maintain a strong voice advocating for RCDs so that we aren't lost in the crowd. CARCD does that for you every day.
 Don't forget us, because we never stop working for you.

CARCD 2020-21 NETWORK-WIDE GOALS

Membership Dues: \$115,000
Advocacy Contributions: \$35,000

CARCD NETWORK-WIDE SUMMARY

2019-2020 Membership Dues: \$105,986
2019-2020 Advocacy Contributions: \$36,406

HOW CAN YOUR RCD BE A FULL PART OF THE STATEWIDE NETWORK IN 2020-2021?

- Pay your full dues, on time, every year - every dollar helps fund CARCD core mission
- Support Pacific Policy Group – they help CARCD advocate for all RCDs at the Capitol
- Attend your regional meetings – stay connected to RCDs in your region!
- Attend the 2020 CARCD Annual Conference – Connect with partners and RCDs statewide

LEVELS OF MEMBERSHIP:

	Full Member	Contributing Member	Non-Member
Eligible to vote at Annual Business Meeting	✓		
Serve on CARCD Board of Directors	✓		
Full Access to Online Member Dashboard*	✓		
Software Discounts via Tech Soup	✓	✓	
CARCD can act as Fiscal Sponsor for Grants	✓	✓	
Monthly e-newsletters and other outreach	✓	✓	✓

* Full Access to Online Member Dashboard includes password protected access to RCD information sharing forums, ability to set up document sharing workgroups, options to opt-in to a variety of specialized listservs, weekly email from CARCD which includes: funding opportunities, legislative updates, RCD and partner events and much more.

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

RESOLUTION 2020-02

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED that the Honey Lake Valley RCD authorizes the submittal of application(s) to CalRecycle for all grants for which Honey Lake Valley RCD is eligible; and

BE IT FURTHER RESOLVED that the Chair, Vice Chair or District Manager of the Honey Lake Valley RCD, or **his/her designee**, is hereby authorized and empowered to execute in the name of the Honey Lake Valley RCD all grant documents, including but not limited to, applications, agreements, amendments and requests for payment, necessary to secure grant funds and implement the approved grant project; and

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

Adopted on following motion by Director _____, seconded by Director _____ and the following vote on this ____ day of _____ 2020.

Director Vote:

Ayes: _____

Noes: _____

Absent: _____

Abstain: _____

Jesse Claypool, Chair
Board of Directors

WAYNE LANGSTON, Secretary/Treasurer
Board of Directors

Attest:

Laurie Tippin, Vice Chair
Board of Directors

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

RESOLUTION 2020-03

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

WHEREAS, the USDA Natural Resource Conservation Service (NRCS) has entered into an agreement with the National Association of Resource Conservation Districts (NACD) to provide funding to enhance conservation district technical assistance across the nation;

WHEREAS, the NACD will award a significant portion of the granted funds directly to conservation districts to hire staff where additional capacity is needed to improve customer service and reduce NRCS workload pressure; and

WHEREAS, the NACD will enter into a Memorandum of Agreement (MOA) with the Honey Lake Valley RCD to hire staff to assist landowners in planning and implementing Conservation Stewardship Program contracts.

NOW, THEREFORE, BE IT RESOLVED that the Honey Lake Valley RCD authorizes and empowers the Chair, Vice Chair or District Manager of the Honey Lake Valley RCD, or **his/her designee**, to execute in the name of the Honey Lake Valley RCD all grant documents, including but not limited to, applications, agreements, amendments and requests for payment, necessary to secure MOA funds and implement the approved MOA project; and

BE IT FURTHER RESOLVED that these authorizations are effective for two (2) years from the date of adoption of this resolution.

Adopted on following motion by Director _____, seconded by Director _____ and the following vote on this ____ day of _____ 2020.

Director Vote:

Ayes: _____

Noes: _____

Absent: _____

Abstain: _____

Jesse Claypool, Chair
Board of Directors

WAYNE LANGSTON, Secretary/Treasurer
Board of Directors

Attest:

Laurie Tippin, Vice Chair
Board of Directors

**Memorandum of Agreement
Between**

**The National Association of Conservation Districts (NACD) and the Honey Lake Valley County
Resource Conservation District**

SUMMARY

This agreement (referred to as the “Agreement” or “MOA”) is entered into by the National Association of Conservation Districts (referred to as “NACD”), located at 509 Capitol Court NE, Washington, DC 20002 and the: **Honey Lake Valley Resource Conservation District** (referred to as “Grantee”.)

Grantee Address:
**170 Russell Ave
Suite C
Susanville, CA 96130**

Grantee Contact Person **Laurie Tippin**
Email Address: **ltippin@honeylakevalleyrcd.us**
Phone Numbers: (707) 980-9882

NACD shall provide the Grantee with a grant in the amounts of:

EQIP:	\$ 0.00
CSP:	\$ 75,000.00
COTA:	<u>\$ 0.00</u>
Grant Total:	\$ 75,000.00

The Grantee agrees to provide minimum match of the amount of **\$ 20,000.00**
The match must come from non-federal sources and should preferably be cash, but in-kind contributions or a combination of both is acceptable.

Number of positions **2**

Estimated Full Time Equivalent (FTE) in tenths of a year: **1.5**
(208 hours equals one tenth full time equivalent)

to carry out the initiatives which were outlined in the Grantee’s proposal to the **NACD TA2020** Request for Proposals (RFP) announced on April 1, 2020. That proposal as submitted and or as amended is hereby made a part of this Agreement as Exhibit I. These funds are made available by a Contribution Agreement between NACD and the Natural Resources Conservation Service (NRCS). The requirements as specified in the RFP are also made a part of this Agreement as Exhibit II.

It is the intent of this Agreement and this project to increase the technical assistance available to the Grantee’s community to improve the conditions of natural resources and the society that depend on

them, while providing the maximum flexibility for the Grantee to carry out their responsibilities for these funds.

STATEMENT OF WORK

The Grantee shall undertake the work and activities set forth in Exhibit I, made a part hereof, and incorporated by reference as if fully written herein.

The Grantee expressly acknowledges that this Agreement shall not be construed or interpreted as a contract of agency or employment. The Grantee shall furnish its own support staff necessary for the satisfactory performance of this Agreement.

NACD may, from time to time as it deems appropriate, communicate specific instructions and requests to the Grantee concerning the performance of the work described in this Agreement. Upon such notice and within a reasonable period of time, the Grantee shall respond to such requests. It is expressly understood by the parties that these instructions and requests are for the sole purpose of performing the specific tasks requested to ensure satisfactory completion of the work described in this Agreement, and are not intended to amend or alter this Agreement or any part thereof.

Any or all materials created under this Agreement may be utilized by NACD and/or NRCS to promote outreach, educational and knowledge transfer nationally.

REPORTING

For the duration of the project, NACD will require quarterly reports as of the end of quarters dated March 31, June 30, September 30, and December 31. These reports are due April 20, July 20, October 20, and January 20 using the online Quarterly Report Form at:

https://nacd.formstack.com/forms/ta_quarterly_report

Quarterly reports must address progress on carrying out technical assistance work outlined in Exhibit I. Reports must identify expenditures and metrics to the ending date of the Grantee's quarterly reports. When expenditures and or metrics are not available as of the report deadline a report is still required and should include a statement in the narrative section explaining the reason such information is not provided.

A final report must also be submitted. The report should include anything not previously included in a quarterly report. The final report must also include a short narrative (up to 200 words) about the Grantee's grant experience and a photo that might be used in NACD publications about the grants. The final report must be provided within 30 days of the completion of the grant.

For any changes to the approved grant funds budgets of either Environmental Quality Incentives Program (EQIP), Conservation Stewardship Program (CSP) or Conservation Operations Technical Assistance Program (COTA) greater than 10%, including an increase or decrease in the total budget, please request and secure written approval from your respective NACD Regional Representative. Contact information can be found on the NACD website, link below.

<https://www.nacdnet.org/nacd-staff/>

NACD will respond to reports when and if there is either a request for guidance or a question of compliance with this Agreement. The Grantee shall consult with the personnel of NACD and other appropriate persons as necessary to assure understanding of the work and satisfactory completion thereof.

NACD agrees to cooperate with and provide assistance to the Grantee; which includes, designating a person or persons to whom the Grantee will contact and who will regularly review, discuss, and meet with (as possible and necessary) the Grantee regarding the services provided, the time for performance of the services and to assist in arranging meetings, conferences and other arrangements with NACD personnel to facilitate performance under this Agreement, and to ensure that all information and issues required for review by NACD are made available to the Grantee.

The Grantee shall consult with the personnel of NACD and other appropriate persons as necessary to assure understanding of the work and satisfactory completion thereof.

TERM OF AGREEMENT

This Agreement shall be in effect and binding for both parties for **13** months from the last signature date set forth below or 12 months from when a previous Agreement between NACD and the Grantee for similar work is closed, whichever is later but still within the terms of NACD agreement with NRCS, to carry out the work described in Exhibit 1 to the satisfaction of NACD, or until otherwise terminated. This Agreement may be extended for an additional period for reasons agreed upon by both parties including should additional funds become available.

This Agreement shall not obligate any participating parties to endorse, support, or otherwise influence any policy, legislation, or program activities.

TERMINATION

Either party to this agreement may terminate this agreement with a 60-day notice. In such a case any unused funds will be returned. This Agreement may also be terminated by NACD for noncompliance with its provisions.

RECORD KEEPING REQUIREMENTS

The Grantee shall keep all financial records in a manner consistent with generally accepted accounting procedures.

All disbursements made for this Agreement shall be only for obligations incurred in the performance of this Agreement and shall be supported by documentation and data, as appropriate to support such disbursements. All disbursements for this Agreement shall be for obligations incurred only after the effective date of this Agreement, unless specific authorization for prior disbursements has been given in writing by NACD.

PAYMENT TERMS AND CONDITIONS

Upon receipt of a signed copy of this Agreement, an initial check for twenty-five percent (three-month estimate of expenses for a one-year Agreement) of the Agreement amount will be issued to the Grantee. Assuming performance of the work continues on schedule, additional funds will be disbursed on a quarterly advanced basis until the grantee has received their entire grant.

CONFLICTS OF INTEREST

The Grantee expressly acknowledges that no officer or employee of NACD has been employed, retained, induced or directed by the Grantee to solicit or secure this Agreement with NACD upon an agreement, offer, understanding or implication involving the payment of any form of remuneration, whatsoever. The Grantee agrees that, in the event NACD has substantial reason to believe that this provision has been violated, NACD may, at its sole option, consider this Agreement void; and in doing so, NACD is released from any and all obligations under this Agreement.

INDEMNIFICATION

Except where prohibited by law, the Grantee, at its own expense, shall defend and hold NACD, its officers and employees, harmless from all claims, expenses, damages and judgments, including attorney's fees, in the event of a suit or claim arising out of the grantee's performance in executing the services as stated in Exhibit I, including but not limited to, claims of infringement of a U.S. patent, trademark or copyright, or misuse or misappropriation of a trade secret. Similarly, NACD shall provide the Grantee with reasonable notice of such suit or claim and provide information required for the defense of same.

WARRANTY AND DISCLAIMER OF WARRANTY

The Grantee warrants that the work and activities as set forth in this Agreement shall be performed by trained and qualified personnel, and in a professional manner.

COMPLIANCE WITH LAW

The Grantee agrees to comply with all applicable federal, state, and local laws in the conduct of the work hereunder. The Grantee accepts full responsibility for payment of all taxes including without limitation, unemployment compensation insurance premiums, all income tax deductions, social security deductions, and all other taxes or payroll deductions required for all employees engaged by the Grantee in the performance of the work authorized by this Agreement.

CHANGES OR MODIFICATIONS

This Agreement constitutes the entire Agreement between the parties and supersedes all prior negotiations, commitments, representations and understanding of the parties with respect to the services contemplated under Exhibit I of this Agreement. Any change, deletion, addition or modification of any portion of this Agreement shall not be valid or binding upon either party, unless such change, addition, deletion or modification is agreed to in writing and signed by both parties under this Agreement. See also budget change requests above under REPORTING.

ASSIGNMENT

Neither this Agreement nor any rights, duties, or obligations described herein shall be assigned by either party hereto without the prior express written consent of the other party, provided, however, that NACD may assign this Agreement to a related entity without such written consent.

CONSTRUCTION

This Agreement shall be construed and interpreted and the rights of the parties determined in accordance with the laws of the District of Columbia.

FORCE MAJEURE

Neither party shall be responsible for failure to perform under this Agreement due to causes beyond the parties' control, including but not limited to, fires, civil disobedience, riots, embargoes, explosions, rebellions, strikes, work stoppages, acts of God or acts of any governmental authority or any other

similar occurrence. The Grantee will notify and consult with NACD regarding the event and how to minimize its impact, and make reasonable efforts to address the problem and carry out the obligations of this Agreement.

BINDING EFFECT

This Agreement shall ensure to the benefit and be binding upon the legal representatives of the parties hereto, subject to the grant of consent for assignment as provided in this Agreement.

SEVERABILITY

If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the remaining provisions of this Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the last signature date set forth below.

Chair or designated representative of the Grantee

(Please print name of signer)

Name of Grantee: **Honey Lake Valley County Resource Conservation District**

_____, 2020
(Month) (Day)



Jeremy Peters, CEO
National Association of Conservation Districts

July 21, 2020



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

July 10, 2020

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

Client: 001839

For Professional Services Rendered Through June 30, 2020

ACCOUNT SUMMARY

Matter	Invoice #	Previous Balance	Current Charges	Less Payments	Total Due
000001	2112750	\$3,121.92	\$522.50	\$3,121.92	\$522.50
000003	2112751	\$87.72	\$0.00	\$87.72	\$0.00
000005	2112752	\$36,852.39	\$18,817.63	\$36,852.39	\$18,817.63

Total Current Charges	\$19,340.13
Previous Balance	\$40,062.03
Less Payments	<u>(\$40,062.03)</u>
Total due	<u><u>\$19,340.13</u></u>



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July 10, 2020

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

Client: 001839
Matter: 000001
Invoice # 2112750

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RE: General Legal Matters

For Legal Services Rendered Through June 30, 2020

Legal Services

Date	Person	Description of Legal Services	Time	Rate	Amount
06/16/2020	WPC	PRA - call set.	0.20	\$290.00	\$58.00
06/18/2020	WPC	Closed session agenda listing with J. Claypool.	0.20	\$290.00	\$58.00
06/18/2020	WPC	PRA - letter to B. Herrema; documents from client.	1.20	\$290.00	\$348.00
06/19/2020	WPC	B. Herrema PRA procedural response.	0.20	\$290.00	\$58.00
Total Legal Services			1.80		\$522.00

Legal Services Recap

Person	Time	Rate	Amount
WPC William P. Curley III	1.80	\$290.00	\$522.00

Costs

Date	Description of Costs	Amount
06/18/2020	Photocopies	\$0.50
Total Costs		\$0.50

<u>Invoice Summary</u>	<u>Totals</u>
Total Legal Services	\$522.00
Total Costs	<u>\$0.50</u>
Total Current Charges	\$522.50
Previous Balance	\$3,121.92
<i>Less Payments</i>	<i>(\$3,121.92)</i>
Total Due	<u><u>\$522.50</u></u>



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July 10, 2020

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

Client: 001839
Matter: 000003
Invoice # 2112751

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RE: Lassen Irrigation Company v. HLVRCD

For Legal Services Rendered Through June 30, 2020

<u>Invoice Summary</u>	<u>Totals</u>
Total Current Charges	<u>\$0.00</u>
Previous Balance	\$87.72
<i>Less Payments</i>	(\$87.72)
Total Due	<u><u>\$0.00</u></u>

July 10, 2020

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

Client: 001839
Matter: 000005
Invoice # 2112752

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RE: Watermaster Decision Appeal

For Legal Services Rendered Through June 30, 2020

Legal Services

Date	Person	Description of Legal Services	Time	Rate	Amount
06/01/2020	WPC	Petitioner/plaintiff actions.	0.50	\$290.00	\$145.00
06/01/2020	WPC	Causes of action analysis for cases adverse to J. Dow trust.	0.60	\$290.00	\$174.00
06/03/2020	WPC	PRA response; teleconference and review with C. Adams.	0.50	\$290.00	\$145.00
06/04/2020	MWW	Prepare civil appeal mediation statement; analyze strategies regarding same.	0.10	\$290.00	\$29.00
06/04/2020	MWW	Revise response to J. Dow's Public Records Act request.	0.20	\$290.00	\$58.00
06/04/2020	WPC	Revise client response to PRA/J. Dow.	1.10	\$290.00	\$319.00
06/04/2020	WPC	PRA letter review of draft and dispatch to client.	0.30	\$290.00	\$87.00
06/04/2020	WPC	Review J. Dow's motion to dismiss.	0.70	\$290.00	\$203.00
06/04/2020	MLR	Research on procedures for opposition to motion to dismiss.	1.60	\$290.00	\$464.00
06/05/2020	MWW	Review J. Dow's motion to dismiss appeal.	0.20	\$290.00	\$58.00
06/05/2020	MWW	Prepare case information statement for appeal.	0.40	\$290.00	\$116.00
06/05/2020	MWW	Analyze strategies and arguments for opposition to motion to dismiss appeal.	0.60	\$290.00	\$174.00
06/05/2020	WPC	J. Dow pleading analysis.	0.30	\$290.00	\$87.00
06/05/2020	WPC	Motion to dismiss - litigation call/appeal issues/conference call.	0.70	\$290.00	\$203.00
06/05/2020	MLR	Legal research of service requirements based on case information set by court.	0.30	\$290.00	\$87.00
06/05/2020	MLR	Review J. Dow's motion to dismiss.	0.60	\$290.00	\$174.00
06/05/2020	MLR	Teleconference regarding opposition to J. Dow's motion to dismiss.	0.60	\$290.00	\$174.00
06/08/2020	MWW	Continue preparation of case information statement; analyze strategies regarding same.	0.70	\$290.00	\$203.00
06/08/2020	MWW	Prepare appellant's civil appeal mediation statement.	1.20	\$290.00	\$348.00
06/08/2020	WPC	Review filing; approve.	0.30	\$290.00	\$87.00
06/08/2020	MLR	Review case information sheet and related documents.	0.20	\$290.00	\$58.00

Legal Services

Date	Person	Description of Legal Services	Time	Rate	Amount
06/08/2020	SAA	Review plaintiff's motion to dismiss appeal and calculate related legal deadlines.	0.20	\$135.00	\$27.00
06/09/2020	MLR	Review and analysis of motion to dismiss; legal research of authority cited in motion to dismiss.	2.30	\$290.00	\$667.00
06/10/2020	WPC	Appeal/motion to dismiss status of points and authorities.	0.20	\$290.00	\$58.00
06/10/2020	MLR	Draft outline for opposition to motion to dismiss; legal research on authority regarding right to appeal.	1.50	\$290.00	\$435.00
06/10/2020	MLR	Draft legal argument section of opposition to motion to dismiss.	1.50	\$290.00	\$435.00
06/11/2020	MWW	Analyze strategies regarding opposition to motion to dismiss appeal.	0.10	\$290.00	\$29.00
06/11/2020	WPC	Board issues; Zoom call preparation; litigation status.	0.30	\$290.00	\$87.00
06/11/2020	MLR	Continue drafting legal argument section of opposition to motion to dismiss.	3.10	\$290.00	\$899.00
06/11/2020	MLR	Review and revise opposition to motion to dismiss.	3.60	\$290.00	\$1,044.00
06/11/2020	MLR	Continue drafting factual background section of opposition to motion to dismiss.	1.10	\$290.00	\$319.00
06/12/2020	WPC	Court transmittal: objections; document review; pleading status opposing motion to dismiss.	0.30	\$290.00	\$87.00
06/15/2020	WPC	Teleconference with Board regarding litigation closed session.	1.40	\$290.00	\$406.00
06/16/2020	MWW	Revise opposition to motion to dismiss; analyze strategies regarding same.	0.30	\$290.00	\$87.00
06/16/2020	MWW	Analyze defense strategies, Public Records Act request issues, and potential claims by District.	0.20	\$290.00	\$58.00
06/16/2020	WPC	Teleconference with M. Waterman regarding motion to dismiss/PRA.	0.30	\$290.00	\$87.00
06/17/2020	MWW	Conduct research and legal analysis regarding arguments for opposition to motion to dismiss appeal.	3.40	\$290.00	\$986.00
06/17/2020	MWW	Continue analysis of motion to dismiss appeal, and supporting papers, to evaluate opposition arguments.	0.60	\$290.00	\$174.00
06/17/2020	MWW	Teleconference with clients regarding Public Records Act request issues and appeal issues.	1.30	\$290.00	\$377.00
06/17/2020	WPC	Public records meeting set up and document preparation.	0.10	\$290.00	\$29.00
06/17/2020	WPC	PRA discussion.	1.30	\$290.00	\$377.00
06/17/2020	WPC	Litigation update on motion to dismiss/declaration.	0.20	\$290.00	\$58.00
06/17/2020	MLR	Strategy and analysis regarding opposition to motion to dismiss.	0.80	\$290.00	\$232.00
06/17/2020	MLR	Draft declaration for opposition to motion to dismiss.	0.30	\$290.00	\$87.00
06/18/2020	MWW	Continue research and legal analysis regarding arguments for opposition to motion to dismiss appeal.	2.70	\$290.00	\$783.00
06/18/2020	MWW	Prepare and revise C. Adams' declaration in opposition to motion to dismiss appeal; analyze strategies and potential exhibits regarding same.	3.40	\$290.00	\$986.00
06/18/2020	MWW	Email correspondence with W. Chisum regarding appeal issues.	0.10	\$290.00	\$29.00

Legal Services

Date	Person	Description of Legal Services	Time	Rate	Amount
06/18/2020	MWW	Continue preparation and revision of opposition to motion to dismiss appeal; analyze strategies, pleadings, and law regarding same.	2.60	\$290.00	\$754.00
06/18/2020	MLR	Draft declaration for opposition to motion to dismiss.	1.70	\$290.00	\$493.00
06/18/2020	MLR	Strategy regarding content of declaration.	0.30	\$290.00	\$87.00
06/18/2020	MLR	Review and revise declaration for opposition to motion to dismiss.	2.80	\$290.00	\$812.00
06/18/2020	MLR	Draft legal counsel's declaration for opposition to motion to dismiss.	0.50	\$290.00	\$145.00
06/18/2020	MLR	Prepare exhibits for declaration.	0.60	\$290.00	\$174.00
06/19/2020	MWW	Continue preparation and revision of opposition to motion to dismiss appeal; analyze strategies, pleadings, and law regarding same.	5.60	\$290.00	\$1,624.00
06/19/2020	MWW	Prepare M. Waterman declaration in support of opposition to motion to dismiss.	0.40	\$290.00	\$116.00
06/19/2020	WPC	Pleading review and approval.	0.90	\$290.00	\$261.00
06/19/2020	MLR	Review and revise opposition to motion to dismiss.	1.60	\$290.00	\$464.00
06/19/2020	MLR	Strategy regarding opposition to motion to dismiss.	0.10	\$290.00	\$29.00
06/25/2020	MWW	Review orders from court of appeal regarding mediation.	0.10	\$290.00	\$29.00
06/29/2020	MWW	Review email correspondence from opposing counsel regarding motion to strike and request for oral argument regarding motion to dismiss.	0.10	\$290.00	\$29.00
06/30/2020	MWW	Email correspondence with W. Curley regarding appeal.	0.10	\$290.00	\$29.00
06/30/2020	MWW	Email correspondence with J. Claypool regarding appeal issues.	0.10	\$290.00	\$29.00
06/30/2020	MWW	Teleconference with J. Claypool and W. Curley regarding appeal issues.	0.90	\$290.00	\$261.00
Total Legal Services			60.70		\$17,572.00

Legal Services Recap

Person		Time	Rate	Amount
WPC	William P. Curley III	10.00	\$290.00	\$2,900.00
MWW	Mark W. Waterman	25.40	\$290.00	\$7,366.00
MLR	Marina L. Ramirez	25.10	\$290.00	\$7,279.00
SAA	Stephanie A. Arwick	0.20	\$135.00	\$27.00

Costs

Date	Description of Costs	Amount
05/11/2020	LoopUp LLC- Teleconferencing-	\$23.03
05/12/2020	Miscellaneous- (MKK MC) 2 Court Calls 05/12/2020	\$108.00
06/19/2020	Postage	\$30.50
06/29/2020	Photocopies	\$282.75

Costs

Date	Description of Costs	Amount
06/30/2020	Computer Research	\$801.35
	Total Costs	<u>\$1,245.63</u>

Invoice Summary

Totals

Total Legal Services	\$17,572.00
Total Costs	<u>\$1,245.63</u>
Total Current Charges	\$18,817.63
Previous Balance	\$36,852.39
<i>Less Payments</i>	<i>(\$36,852.39)</i>
Total Due	<u><u>\$18,817.63</u></u>