



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 09/19/22 at www.honeylakevalleyrccd.us

Date: Thursday, September 22, 2022

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

Time: 5:30 PM

AGENDA

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

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

I. CALL TO ORDER, ROLL CALL

II. APPROVAL OF AGENDA

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

III. PUBLIC COMMENT

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

IV. CONSENT ITEMS

- A. Correspondence
- B. Meeting Minutes: 6/23/22, 7/28/22, 8/25/22, 9/15/22
- C. Financial Reports

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

V. REPORTS

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

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

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

- A. Consideration & approval to enter into the TA2022 MOA with NACD. (attachment)

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

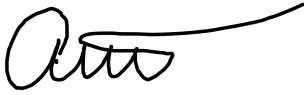
- B. Consideration & approval to enter into Specific Project Agreement 1 with LFSC

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

VIII. ADJOURNMENT

The next Honey Lake Valley RCD meeting will be **October 27th, 2022, at 5:30 PM.** The location is the USDA Service Center, 170 Russell Avenue, Suite C, Susanville, CA.

I certify that on Monday, September 19, 2022 agendas were posted as required by Government Code Section 54956 and any other applicable law.

X 

Andrea Stuemky
District Manager



PUBLIC NOTICE
Board Meeting of the:
Honey Lake Valley Resource Conservation District
170 Russell Ave. Suite C
Susanville, CA 96130
530-257-7271 ext. 100

Attachments available 06/20/22 at www.honeylakevalleyrcd.us

Date: Thursday, June 23rd, 2022

Location: 170 Russell Avenue, Suite C, Susanville, CA 96130 – Conference Room

And via zoom –

Join Zoom Meeting

<https://us02web.zoom.us/j/86010708787?pwd=Q1FGWIBici9DVVJvTXROQXNQS1dMZz09>

Meeting ID: 860 1070 8787

Passcode: 005869

One tap mobile

+16699006833,,86010708787#,,,,*005869# US (San Jose)

+13462487799,,86010708787#,,,,*005869# US (Houston)

Time: 5:30 PM

MEETING MINUTES

votes taken via role call

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

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

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

Board member Jesse Claypool called the meeting to order at 5:34PM, and a quorum was noted.

II. APPROVAL OF AGENDA

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

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

III. PUBLIC COMMENT - NONE

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

IV. CONSENT ITEMS

- A. Correspondence
- B. Meeting Minutes – 06/08/2022
- C. Financial Report

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

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

V. REPORTS

- D. District Manager Report – Stuemky
 - 1. Reported on current grant applications and projects, along with additional projects that will be beginning soon. Also reported on WM truck updates and audit updates.
- E. NRCS Agency Report – Stephens (attachment)
- F. SWAT - Hanson
 - 1. Reported on the County Ag. weed ID meeting that occurred, and are hoping that they will be meeting again to focus on new invasive weed issues that the county has.
- G. WAC Report – Langston
 - 1. Reported that the WAC committee met to discuss the next fiscal year budget, along with scheduling a meeting next month.
- H. Modoc Regional RCD/CARCD Report – Tippin
 - 1. NONE
- I. Fire Safe Council Report – Johnson
 - 1. NONE

- J. IRWMP Report – Claypool
 - 1. NONE
- K. NRCS Partnership Report - Hanson
 - 1. Reported that NRCS wants to update the local agreements, and wants to initiate an increase in communication between the agencies, and work on the Local Working Group Meeting.
- L. Post-Fire Recovery ad-hoc committee – Tippin
 - 1. Reported that the ad-hoc committee should be disbanded, and that Tom Esgate is leaving the Lassen Fire Safe Council, and that the MOU will now be sent to a LFSC board member for completion.
- M. Unagendized reports by board members
 - 1. Local Working Group meeting update – Robin Hanson
 - Reported that we would like to add in producers, and make the meeting at a convenient time and have food available.
 - 2. Board Position – Will Johnson
 - Reported that the BLM will be conducting a horse gather from July 10th - Sept. 24th 2022. Reported that he may be transitioning to a permanent position within the BLM which may create complications with him continuing to serve as a board member.

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

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

- A. Consideration and approval of Cooperative Agreement and NOE for Susanville Indian Rancheria Brownfield clean-up CEQA lead agency work. (attachments) – Tim Keesey

Board member Laurie Tippin made a motion to approve the cooperative agreement and NOW with SIR, Board member Will Johnson seconded, and the motion passed. All.

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

- B. FY 22/23 RCD/WM Final Budget Review. (attachment)

Board members recommended that PTO and sick leave be added into the benefits section of the budget.

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

- C. Consideration and approval of the following new and amended policies (attachments):
 - 1. 2050 Mobile Phone Usage while driving (new)
 - 2. 2620 Drug-Free Workplace (amended, and replacing 2600 Drug and Alcohol Abuse)
 - 3. 3136 Prompt Payment

4. 3140 Cash Disbursements and its forms (Payment Request Checklist and Check Control Log) which supersedes existing policy 3140 Check Processing

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

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

- D. Consideration and approval of Resolution 2022-04 Authorization to commit District funds and process checks in amounts greater than \$25,000 without the Board of Directors prior approval for federal grant 22-DG-209. (attachment)

Board member Will Johnson made a motion to approve the new and amended policies, Board member Robin Hanson seconded, and the motion passed. All.

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

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

- A. Consideration and Approval to pay BBK June 2022 Invoice #937009 (\$1181.50) (attachment).

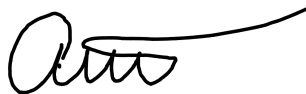
Board member Will Johnson made a motion to approve Invoice #937009, Board member Laurie Tippin seconded, and the motion passed. All.

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

VI. ADJOURNMENT – 06/23/2022 at 8:51PM

The next Honey Lake Valley RCD meeting will be **July 28th, 2022, at 5:30PM**. The location is the USDA Service Center, 170 Russell Avenue, Suite C, Susanville, CA.

Respectfully Submitted,



Andrea Stuemky
District Manager

APPROVED: _____
Jesse Claypool, RCD Board
Chairperson

DATE: 09/22/2022



PUBLIC NOTICE
Board Meeting of the:
Honey Lake Valley Resource Conservation District
170 Russell Ave. Suite C
Susanville, CA 96130
530-257-7271 ext. 100

Attachments available 07/25/22 at www.honeylakevalleyrcd.us

Date: Thursday, July 28th, 2022

Location: via Zoom

Join Zoom Meeting

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

Meeting ID: 859 3870 4291

Passcode: 977159

One tap mobile

+16699006833,,85938704291#,,,,*977159# US (San Jose)

+16694449171,,85938704291#,,,,*977159# US

Time: 5:30 PM

MEETING MINUTES

votes taken via role call

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

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

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

Board member Jesse Claypool called the meeting to order at 5:40pm, noted that a quorum was not met. Meeting was dismissed.

II.

CONSENT ITEMS

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

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

III. REPORTS

- D. District Manager Report – Stuemky (attachment)
- E. NRCS Agency Report – Stephens
- F. SWAT - Hanson
- G. WAC Report – Langston
- H. Modoc Regional RCD/CARCD Report – Tippin
- I. Fire Safe Council Report – Johnson
- J. IRWMP Report – Claypool
- K. NRCS Partnership Report – Hanson
 - 1. Local Working Group meeting update
- L. Unagendized reports by board members
 - 1. Board Position – Will Johnson

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

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

- M. Consideration & approval to enter into a Memorandum of Understanding with the Lassen Fire Safe Council for future partnership opportunities. (attachment)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- A. Consideration and Approval to pay BBK July 2022 Invoice #939601 (\$1296.00) (attachment).

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

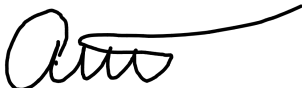
- B. Request for discussion on board member willingness and availability to search for grants and use resources to improve water master service area for large capital improvements with reference to the previously completed capital improvement plan?

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

VI. ADJOURNMENT – 07/28/2022- 5:40PM

The next Honey Lake Valley RCD meeting will be **August 25th, 2022, at 5:30PM.** The location is the USDA Service Center, 170 Russell Avenue, Suite C, Susanville, CA.

Respectfully Submitted,



Andrea Stuemky
District Manager

APPROVED: _____
Jesse Claypool, RCD Board
Chairperson

DATE: 09/22/2022



PUBLIC NOTICE
Board Meeting of the:
Honey Lake Valley Resource Conservation District
170 Russell Ave. Suite C
Susanville, CA 96130
530-257-7271 ext. 100

Attachments available 08/22/22 at www.honeylakevalleyrcd.us

Date: Thursday, August 25th, 2022

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

Time: 5:30 PM

MEETING MINUTES

votes taken via role call

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

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

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

Board member Jesse Claypool called the meeting to order at 5:37PM, and a quorum was noted.

II. APPROVAL OF AGENDA

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

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

III. PUBLIC COMMENT - NONE

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

IV. CONSENT ITEMS

- A. Correspondence (attachment)
- B. Financial Reports

Board member Will Johnson made a motion to approve the consent items, Board member Robin Hanson seconded, and the motion passed. All.

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

V. REPORTS

- A. District Manager Report – Stuemky
 - 1. Reported on current grant updates, new hire for the Post Fire Recovery grant, and additional project updates and completed grants.
- B. NRCS Agency Report – Stephens
 - 2. Reported that the new ASTC-FO for Area 1 began this week, that Fiscal year contracting was almost complete, the Point Blue agreement hours had been reduced from NRCS, and that the LWG meeting was held August 4th and had 12 participants.
- C. SWAT - Hanson
 - 1. Reported that she received an email from Tom Getts at UCCE about potential invasive weed funding that may be coming to fruition this fall, and that a SWAT meeting will most likely be scheduled for the Fall 22.
- D. WAC Report – Langston
 - 1. Reported that there was a meeting held in September, and a special meeting to go over the Hagata complaint.
- E. Modoc Regional RCD/CARCD Report – Tippin
 - 1. Reported that CARCD meeting notes would be sent out to board members, that the conference will be held in November over three days, Nov.30th - Dec. 2nd, and that Modoc Regional meeting would be planned for the fall 22.
- F. Fire Safe Council Report – Johnson
 - 1. Reported that there is a new managing director, admin personnel, and project coordinator that were hired.
- G. IRWMP Report – Claypool
 - 1. NONE
- H. NRCS Partnership Report – Hanson
 - 1. Reported that she met with NRCS in June, did not attend the LWG meeting, and

will attempt to meet again in September 22.

- I. Unagendized reports by board members
 1. Board Position – Will Johnson
 - Laurie Tippin reported that the RCD entered into a professional service agreement with Phil Nemir and Tim Keeseey for the Post Fire Recovery Project work.

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

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

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

The DM and Post Fire Recovery Project Coordinator gave an update regarding project activities and asked for notes on provided materials. Direction to staff to exclude pile burning and continue with questionnaire and user guide.

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

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

Board member Laurie Tippin retracted item B, as it was no longer an activity that needed board approval.

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

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

Board member Laurie Tippin made a motion to approve the PBA project coordinator position announcement and posting, Board member Robin Hanson seconded, and the motion passed. All.

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

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

Board member Robin Hanson made a motion to approve the consent items, Board memLaurie Tippin seconded, and the motion passed. All.

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

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

- Tabled for next meeting due to Hanson recusing herself from the vote.

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

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

Board member Laurie Tippin made a motion to approve the the JUB Old Channel Agreement pending clarification conversation with JUB, Board member Robin Hanson seconded, and the motion passed. All.

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

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

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

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

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

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

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

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

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

Board member Robin Hanson made a motion to approve the BBK Invoice #941642, Board member Laurie Tippin seconded, and the motion passed. All.

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

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

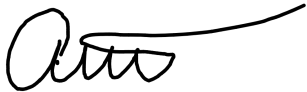
Board member Laurie Tippin made a motion to approve the White Star mapping quote, Board member Robin Hanson seconded, and the motion passed. All.

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

VI. ADJOURNMENT – 08/25//2022- 8:25PM

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

Respectfully Submitted,



Andrea Stuemky
District Manager

APPROVED: _____
Jesse Claypool, RCD Board
Chairperson

DATE: 09/22/2022



PUBLIC NOTICE
Special Closed Board Meeting of the:
Honey Lake Valley Resource Conservation District
170 Russell Ave. Suite C
Susanville, CA 96130
530-257-7271 ext. 100
Attachments available 09/13/22 at www.honeylakevalleyrcd.us ■

Date: Thursday, September 15th, 2022
Location: 170 Russell Ave., Suite C, Susanville CA 96130 - Conference Room and via Zoom

Join Zoom Meeting
<https://us02web.zoom.us/j/83246966065?pwd=OHB3MIk0b0tuSmFZVHZiTnJia0M5Zz09>

Meeting ID: 832 4696 6065
Passcode: 422460
One tap mobile
+12532158782,,83246966065#,,,,*422460# US (Tacoma)
+17193594580,,83246966065#,,,,*422460# US

Time: 5:00 PM

MEETING MINUTES
votes taken via role call

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

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

Board member Jesse Claypool called the meeting to order at 5:00PM, and a quorum was noted.

II. APPROVAL OF AGENDA

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

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

III. PUBLIC COMMENT - NONE

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

IV. ADJOURNMENT TO CLOSED SESSION - 5:03PM

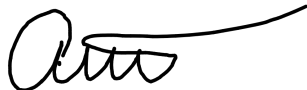
- A. Conference with legal counsel pursuant to Government Code Section 54956.9(d)(1); Lassen County Superior Court Case Number 4573.

V. RECONVENE IN OPEN SESSION - 5:27PM

VI. ADJOURNMENT – 09/15/2022- 5:29PM

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

Respectfully Submitted,



Andrea Stuemky
District Manager

APPROVED: _____
Jesse Claypool, RCD Board
Chairperson

DATE: 09/22/2022

HLVRCD Monthly Treasurer's Report:		Aug-22			
Opening Balances:		RCD	Watermaster		
RCD Checking		\$29,183.36			
RCD Grants		\$74,497.69			
RCD Savings		\$6,400.18			
RCD Restricted Savings		\$0.00			
WM Checking			\$186,607.99		
WM Savings			\$37,882.13		
Total Opening Balances	\$	110,081.23	\$224,490.12		
Combined Opening Bal				\$	334,571.35
Debits this Month:		RCD	Watermaster		
Card - RCD Checking		\$2,754.89			
Withdrawal - RCD Checking		\$26,676.57			*includes payroll, taxes, and other direct billed items)
Check - RCD Checking		\$714.77			
Check - RCD Grants		\$28,326.07			
Withdrawal - RCD Grants		\$19,030.72			
Card - WM Checking			\$1,515.01		
Check - WM Checking			\$238.82		
Withdrawal - WM Checking			\$7,280.83		
Total Debits this Month		\$58,472.30	\$9,034.66		
Combined Debits					\$67,506.96
Closing Balances:		RCD	Watermaster		
RCD Checking		\$27,406.35		\$	-
RCD Grants		\$27,030.72			
RCD Savings		\$8,451.46			
RCD Restricted Savings		\$0.00			
WM Checking			\$177,573.33		
WM Savings			\$37,882.29		
Closing Balances		\$62,888.53	\$215,455.62		
Combined Closing Balance					\$278,344.15
Checks Written This Month:					
	Check #	To	For	Amount	Cleared?
	RCD - 10013	Michelle Hunter	Office deposit	\$500.00	Y
	RCD - 10014	Michelle Hunter	Office Prorated rent	\$153.00	Y
	RCD - 10015	Andrea Stuemky	Milegagge Reimbursement - P	\$61.77	Y
	Grants - 10022	LLTT	UAC Invoice #3	\$750.00	Y
	Grants - 10023	LLTT	UAC Invoice #5	\$8,672.58	Y
	Grants - 10024	Randy Darrow	LLTT Depot Gate - UAC	\$222.00	Y
	Grants - 10025	Lovestead Farms	UAC Invoice #2	\$300.00	Y
	Grants - 10027	Forest Office Equipm	Invoice #4055 + #4123	\$323.68	Y
	Grants - 10028	Schroeder Inc.	CalRecycle FR-73	\$18,057.81	Y
	WM - 10027	Jacksons Service Cen	Invoice #68396	\$238.82	Y
Previous Checks Cleared this Month:					
	Check #	Month Issued			

**Memorandum of Agreement
Between**

The National Association of Conservation Districts (NACD) and the Honey Lake Valley RCD

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 RCD** (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 (Subject to NACD/NRCS finalizing funding):	\$ 10,746.00
CSP:	\$ 32,238.00
COTA:	<u>\$ 28,656.00</u>
Grant Total:	\$ 71,640.00

The Grantee agrees to provide minimum match of the amount of **\$ 18,000.00**
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: **1.10**
(208 hours equals one tenth full time equivalent)

to carry out the initiatives which were outlined in the Grantee’s proposal to the **NACD TA2022** Priority Request (PR) announced on February 24, 2022. 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 Forms at:

<https://www.nacdnet.org/technical-assistance-grants/technical-assistance-grants-reporting/>

Quarterly Accomplishment Reports must address progress on carrying out technical assistance work outlined in Exhibit I. Quarterly Financial Reports must identify expenditures incurred. 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. Prior to the Final Report, Financial and Accomplishments Reports must be submitted with anything not previously reported. The Final Report must 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.

NON-DISCRIMINATION

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

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.

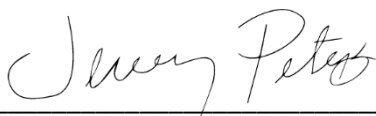
IN WITNESS WHEREOF, the parties have executed this Agreement as of the last signature date set forth below.

Chair or designated representative of the Grantee

(Please print name of signer)

Name of Grantee: **Honey Lake Valley RCD**

_____, 2022
(Month) (Day)



Jeremy Peters, CEO
National Association of Conservation Districts

August 15, 2022



TA2022 Priority Request for Continued Funding Funding Revision

Applicant: CA - Honey Lake Valley Resource Conservation District

Request ID: #129

Contact: Laurie Tippin

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

Phone: (707) 980-9882

Email: ltippin@honeylakevalleyrkd.us

This form needs to be completed and returned to NACD if you are still interested in TA2022 funding. **Please respond prior to June 27, 2022.**

Return to Meg-Leader@nacdnet.org and your NACD Region Representative.

Your Revised Funding Request Total must be equal or less than your original proposal. You may not request additional EQIP or COTA funds beyond your proposal.

Funding Request

	Proposal	Revised Request
EQIP	\$ 14,328.00	\$ 10,746.00
CSP	\$21,492.00	\$ 32,238.00
COTA	\$35,820.00	\$ 28,656.00
Total	\$ 71,640.00	\$ 71,640.00

Budgeted Match for Revised Request: \$ 18,000.00

Updated Budget Worksheet also submitted (Yes/No): no

Grant Staffing

	<u>Proposal</u>	<u>Revised</u>
Resource Technicians:	1	1
Resource Conservationist/Planner:	0	0
Program Management Specialist:	0	0
Technical Specialist:	0	0
Organization Management:	1	1
Predicted Number of Hours worked:	2,304	2304

District(s) or Area(s) the staff will be working:

Honey Lake Valley RCD

Predicted Accomplishments

	<u>Proposal</u>	<u>Revised</u>
Contracts:	9	9
Practices Assisted:	100	100
Plans Assisted:	38	38
Presentations:	2	2
Contacts:	30	30

Proposed Accomplishment Narrative:

HLVRCD's goal is to engage with the NRCS-Susanville office in a strong collaborative partnership to meet the community's natural resource conservation needs. An objective designed to contribute towards that goal is to assist and support the local NRCS in meeting their annual program goals.

The HLVRCD was awarded 2020 and 2021 NACD grant funds & provided important match funds to hire a Resource Technician to assist NRCS-Susanville with their heavy EQIP, CSP and COTA workload. The NRCS-Susanville workload continues to be heavy in this priority area of the State and it seems that opportunities for producer outreach, technical assistance and conservation are increasing.

Lassen County has been heavily damaged by recent wildfires (2019-2021) and drought conditions are increasing. Simultaneously, Lassen County is seeing an increase in ranch/farmland being sold to beginning farmers looking to engage in sustainable conservation practices and interest in NRCS programs continues to increase, especially due to the expanded application of the CSP program to federal lands and conservation incentive contracts that act as a bridge between the EQIP and CSP programs.

Current NRCS-Susanville staffing has been unable to sufficiently address increasing resource concerns and the uptick in landowner interest and desire to participate in their Farm Bill programs. Partnering with the HLVRCD to hire an additional staff member has helped NRCS meet their program goals in the past. Providing 2022 NACD grant funds and the match offered by the HLVRCD would support meeting the community's demand for increased conservation technical assistance and the ensuing utilization of the CSP and EQIP programs, thereby expanding resource conservation work on the ground in Lassen County.

The NACD funds requested for 2022 and the HLVRCD's match would result in the:

- Retention of the Resource Technician hired in 2020 for a third year,
- Continued outreach and technical assistance to landowners/producers within Lassen County,

- Enrollment of potentially 9 CSP and EQIP contracts and 38 new or modified Conservation Plans,
- Implementation of up to 100 conservation practices to improve existing environmental conditions, and,
- Maintenance and support for existing contracts.

Revised Accomplishment Narrative:

Original narrative stands, no changes.

Form Name:	TA Grant Application - Priority Request
Submission Started:	March 29, 2022 1:04 pm
Browser:	Chrome 99.0.4844.82 / Windows
IP Address:	172.79.76.50
Unique ID:	946762510
Request ID:	#129
Submission Completed:	April 5, 2022 12:17 pm
Process Time:	6 day(s), 23 hour(s), 13 minute(s), 6 second(s)
Participant(s):	Ariel Rivers
Location:	40.3957, -120.6461

NACD Technical Assistance Grant Priority Funding Request

Ready to begin?	Yes
-----------------	-----

Please Identify Yourself

NACD Region	Pacific
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State	California
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Organization	Honey Lake Valley RCD
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Name of Contact	Laurie Tippin
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Phone	(707) 980-9882
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Address	170 Russell Ave, Suite C Susanville, CA 96130
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Email	ltippin@honeylakevalleyrkd.us
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Funds that are Available

Do you want to request Funding?	Yes
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Your History with the TA Grants

Did you have a TA2019 grant?	No
------------------------------	----

Did you have a TA2020 grant?	Yes
------------------------------	-----

Is your TA2020 grant closed?	Yes
------------------------------	-----

Do you have a TA2021 grant?	Yes
-----------------------------	-----

Is your TA2021 grant closed?	No
------------------------------	----

Your Most Recent Funding Agreement

How much was the grant for?	56000
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To date, how much has been spent?	0
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When do you expect to exhaust your current grant funds? Feb 2023

Ready to discuss your TA2022 Request? Yes

Your TA2022 Austerity Funding Request

Requested EQIP Funds 14328

Requested CSP Funds 21492

Requested COTA Funds 35820

Total Request 71640.00

Project Abstract Interest in NRCS's technical and financial assistance programs continues to increase in Lassen County, CA, due, in part, to resource damage occurring or efficiencies needing to be made as the result of wildfires and drought. Additionally, the number of beginning farmers is increasing in the area. The Honey Lake Valley RCD is in a position to assist the Susanville Field Office meet these increasing demands on their workforce by providing necessary staff (1.1 FTE), Such assistance will allow for addressing local resource concerns and timely implementation of Farm Bill programs.

Your minimum match required will be: 17910

TA Budget Worksheet Upload https://drive.google.com/uc?id=1UZ-6WVhjoJvtO4fSvkT0Ls4CCeqSOuvI&export=download&display=/CaliforniaHoneyLakeValleyRCD946762510_103032509_TA2022BudgetWorksheet.xlsx

Budgeted Match 18000

Total Proposed Austerity Budget 89640

Funding Explanatory Notes Cash match, estimated at \$7600 will come from District funds. In kind match, estimated at \$10,400, will come from volunteer contributions (RCD board members, District Manager, presentation participants, producers and others).

Please confirm the Total Proposed Austerity Budget is correct Yes, we are ready to proceed

Your TA2022 Project Staffing

Number of districts where the funds will be used. 1

District(s) where the staff will be assigned Honey Lake Valley RCD

Number of Technical Specialists	0
Number of Resource Technicians	1
Number of Resource Conservationist/Planner	0
Number of Program Management Specialists	0
Number of Organization Management	1
Number of Other Staff	0
Total number of employees to be funded	2
How many of these positions are for staff only employed for this project?	1
Predicted number of staff hours to be worked with the Austerity Budget:	2304
Full-time Equivalent (FTE) years	1.11
Have you accounted for all staff?	Yes

Your TA2022 Proposed Accomplishments

Expected Number of Contacts	30
Expected Number of Contracts	9
Expected Number of Practices Assisted	100
Expected Number of Presentations	2
Expected Number of Plans Assisted	38

Accomplishment Narrative

HLVRCD's goal is to engage with the NRCS-Susanville office in a strong collaborative partnership to meet the community's natural resource conservation needs. An objective designed to contribute towards that goal is to assist and support the local NRCS in meeting their annual program goals.

The HLVRCD was awarded 2020 and 2021 NACD grant funds & provided important match funds to hire a Resource Technician to assist NRCS-Susanville with their heavy EQIP, CSP and COTA workload. The NRCS-Susanville workload continues to be heavy in this priority area of the State and it seems that opportunities for producer outreach, technical assistance and conservation are increasing.

Lassen County has been heavily damaged by recent wildfires (2019-2021) and drought conditions are increasing. Simultaneously, Lassen County is seeing an increase in ranch/farmland being sold to beginning farmers looking to engage in sustainable conservation practices and interest in NRCS programs continues to increase, especially due to the expanded application of the CSP program to federal lands and conservation incentive contracts that act as a bridge between the EQIP and CSP programs.

Current NRCS-Susanville staffing has been unable to sufficiently address increasing resource concerns and the uptick in landowner interest and desire to participate in their Farm Bill programs. Partnering with the HLVRCD to hire an additional staff member has helped NRCS meet their program goals in the past. Providing 2022 NACD grant funds and the match offered by the HLVRCD would support meeting the community's demand for increased conservation technical assistance and the ensuing utilization of the CSP and EQIP programs, thereby expanding resource conservation work on the ground in Lassen County.

The NACD funds requested for 2022 and the HLVRCD's match would result in the:

- Retention of the Resource Technician hired in 2020 for a third year,
- Continued outreach and technical assistance to landowners/producers within Lassen County,
- Enrollment of potentially 9 CSP and EQIP contracts and 38 new or modified Conservation Plans,
- Implementation of up to 100 conservation practices to improve existing environmental conditions, and,
- Maintenance and support for existing contracts.

Is your austerity project proposal complete?

Yes

Full Funding Request

Do you want funding beyond the Austerity Budget?

No

Are you ready to complete your application?

Yes

Before you hit Submit

Signature Required

Signature image not available.

Ready to Submit?

Yes

NACD Region Rep Review

Is the NACD Region Correct?

Yes

Correct NACD Region

Estimated funds exhaustion checked?

Matches Google Doc (within 90 days)

Budget Worksheet Check

Satisfies Requirements

Number of districts and names consistent?

Yes

Ready for consideration?

Yes

NACD

TA Grant Proposed Budget Workseet

Applicant: Honey Lake Valley RCD

Total Project Budget (Grant + Match): \$89,640.00

Only complete shaded spaces

Expense Item	NACD Grant Funds	Match Funds Cash	Match Funds In-Kind
Salaries and fringe (taxes/benefits/holiday etc.)	\$68,640.00	\$7,600.00	\$10,400.00
Training			
Supplies and equipment (no more than 10% of Project Budget)	\$2,000.00		
Travel	\$1,000.00		
Other:			
Explanatory notes on match:			
Subtotal	\$71,640.00	\$7,600.00	\$10,400.00

Minimum match (Cash + In-Kind) must be 20% of Project budget.

Required minimum match is: \$17,928.00

Budgeted match is: \$18,000.00

Proposed match is adequate.

SPECIFIC PROJECT AGREEMENT (SPA) 1
under
MEMORANDUM OF UNDERSTANDING
BETWEEN THE
Honey Lake Valley Resource Conservation District
AND THE
Lassen Fire Safe Council, Inc.

WHEREAS The Honey Lake Valley Resource Conservation District (HLVRCD), an independent Special District under California statute (CA Public Resources Code Division 9), has been awarded a \$2.5 million grant (22-DG-11052021-209), hereinafter called GRANT, from the USDA Forest Service State & Private Forestry to assist nonindustrial private forest landowners affected by wildfires that occurred from 2019-2021, in recovering or restoring their land from the impacts of wildfire. Eligible assistance includes actions such as outreach, education, assessment, planning, removal of dead trees, slash and debris treatment, erosion control, site prep, reforestation, monitoring and other necessary action allowed by the USFS. Road construction, reconstruction &/or repair (eg, culvert cleaning or upsizing) is not allowable, and;

WHEREAS The Lassen Fire Safe Council (LFSC), a 501(c)(3) corporation, is known for their fuel reduction and hazard mitigation planning and implementation work throughout Lassen Co. and elsewhere. They have received and completed numerous federal and state grants to improve community awareness and protection against wildfire, to increase forest resilience and decrease fire risk adjacent to communities and to restore lands impacted by wildfire. The LFSC currently has a number of grant applications submitted for additional federal and state funding to assist nonindustrial and industrial forest landowners recover from the impact of recent wildfires, and;

WHEREAS The HLVRCD and LFSC entered into a Memorandum of Understanding on July 28, 2022 to strengthen cooperation among the two organizations, hereinafter called Parties.

NOW THEREFORE the Parties hereto agree to work together to implement said GRANT and set forth the parameters of their joint work, and their respective roles and responsibilities as follows:

The SPA consists of several components to be further agreed upon:

- Data sharing
- Grant writing
- Criteria development to address priority needs – not every acre can be treated, not every landowner wants the same work done, not all work will be economically feasible
- Planning – outreach, assessment of recovery need on a willing landowner’s property, identifying landowner’s capacity to contribute in-kind work, Forest Management/Stewardship Plans for those interested in a long term plan or NRCS/CFIP programs, CEQA
- Implementation – on the ground activities

- Monitoring – follow up with landowners, compiling total need and accomplishments, reporting to respective grantors.
- And other components agreeable to both Parties

TIMING AND TERM. This agreement shall become effective upon the last signature of the Parties hereto and shall run until December 31, 2025.

PARTIES' ROLES AND RESPONSIBILITIES. The narrative portion of the GRANT is made a part of this SPA and a copy is attached hereto as “Exhibit A” and “Exhibit B” that sets forth the scope of work, requirements and actions of each Party and LFSC compensation of the GRANT. The parties’ roles for the GRANT’s implementation are as follows:

HLVRCD

- Grantee with the Grantor (USDA Forest Service State & Private Forestry) with responsibility to conduct and ensure timely implementation of the GRANT, including reporting, administration and compliance with all aspects of the GRANT.
- Conduct landowner outreach.
- Provide personnel to assist in LFSC field work as outlined under LFSC below.
- Payment of compliant contractor and partner invoices within 48 hours when advance funds are available to HLVRCD, but in no case greater than 30 days of receipt of invoice. The 48 hour timeframe does not include weekends or HLVRCD authorized holidays.
- Work closely with and be available to LFSC staff at all reasonable times.
- District reserves the right to employ other consultants in connection with this project.

LFSC

- Hire and manage Specialists and Implementation Contractors.
- Supervise, manage and approve implementation of work by its employees and contractors.
- Invoice HLVRCD for LFSC direct work on no less than a monthly basis.
- Provide with each LFSC invoice for reimbursement to HLVRCD a written report of work completed during the invoice period utilizing the requirements listed in the “PAYMENT” section of this SPA and the metrics shown in Exhibit A, metrics table.
- Receive LFSC contractor invoices for payment, substantiate that the work reported on the invoice, which must meet the requirements listed in the “PAYMENT” section of this SPA, has been completed and accepted and submit to HLVRCD for reimbursement.
- Not exceed costs outlined in Exhibit B.
- Train and integrate HLVRCD personnel into LFSC field work, where appropriate and as determined by LFSC.
- Immediately notify HLVRCD of developments that have a significant impact on the activities supported under this SPA.

- Work closely with District staff in the performance of services and be available to District's staff, consultants and other staff at all reasonable times.

GENERAL TERMS AND CONDITIONS FOR CONTRACTS UNDER FEDERALLY FUNDED OR ASSISTED PROJECTS AND IN GENERAL. This GRANT is funded out of federal funds provided by the USDA Forest Service. Accordingly, the LFSC and all its subcontractors shall comply with all requirements set forth in the General Terms and Conditions, attached hereto as Exhibit C and incorporated herein by this reference.

KEY PERSONNEL. Any revision to key personnel identified herein requires notification to the other Party.

<u>HLVRCD:</u>	Principal Contact: Andrea Stuemky astuemky@honeylakevalleyrcd.us 530-260-0067 170 Russell Ave, Ste C Susanville, CA 96130	<u>LFSC:</u> Cade Mohler cade@lassenfiresafecouncil.org 530-251-5560 P.O. Box 816 Susanville, CA 96130
Technical Contact:	Laurie Tippin ltippin@honeylakevalleyrcd.us 707-980-9882 170 Russell Ave, Ste C Susanville, CA 96130	

PAYMENT. Payment for services and work under this SPA will be made by HLVRCD for those costs that are in compliance with the cost principles at 2 CFR 200 Subpart E. Invoices or requests for reimbursement must be adequately documented as follows:

- a) Must contain:
 - i. The abbreviated Grant Agreement number: 22-DG-209;
 - ii. Name, address and phone number of company or individual submitting the invoice, include Subcontractor name if LFSC is submitting invoice;
 - iii. Date of the invoice;
 - iv. Time period covered by the invoice;
 - v. Costs itemized based on metrics shown in Exhibit A,
 - 1) The amount claimed for salaries/wages/consultant fees must include a calculation formula (*i.e.*, hours or days worked times the hourly or daily rate equals the total amount claimed);
 - vi. Total amount due;
 - vii. Original signature
- b) Must attach any appropriate receipts and reports for costs incurred.
- c) Submit the invoice and appropriate attachments utilizing one of these methods:
 - i. Electronically to Andrea Stuemky at astuemky@honeylakevalleyrcd.us,
 - ii. Drop off during business hours (8:00 am – 4:30 pm, Monday through Friday) at 170 Russell Ave, Suite C, Susanville, CA, or

- iii. Mail to Andrea Stuemky, HLVRCD, 170 Russell Ave., Suite C, Susanville, CA 96130.

MODIFICATION. Modifications within the scope of this SPA must be made by mutual consent of the Parties by the issuance of a written modification signed and dated by all properly authorized signatory officials, prior to any changes being performed.

TERMINATION. This SPA can be terminated upon thirty (30) days written notice of either party and, if canceled, LFSC shall be compensated for its services through the final date of termination.

ENTIRE AGREEMENT. Upon acceptance of this SPA, Parties agree that the provisions under this SPA, including all documents incorporated herein by reference, shall constitute the entire agreement between the parties and supersedes all prior agreements, written or verbal, relating to the subject matter thereof.

THIS AGREEMENT IS SUBJECT TO ALL THE TERMS AND CONDITIONS SET FORTH IN EXHIBITS A, B and C, WHICH IS ATTACHED HERETO AND MADE A PART HEREOF.

SIGNATURES: The individuals executing this SPA represent and warrant that they have the legal capacity and authority to do so on behalf of their respective legal entities.

IN WITNESS WHEREOF, the Parties have executed this Specific Project Agreement as of the date below:

Honey Lake Valley Resource Conservation District

By: _____
JESSE CLAYPOOL, Chair Date

Lassen Fire Safe Council

By: _____
CADE MOHLER, Managing Director Date

EXHIBIT A

**FEDERAL FINANCIAL ASSISTANCE
AWARD OF DOMESTIC GRANT 22-DG-11052021-209
PROJECT NARRATIVE**

(starts on next page)

Exhibit A

Project Title: Post Fire Disaster Recovery – Assistance to Affected Landowners & Communities in Lassen County, CA

Lead Organization: Honey Lake Valley Resource Conservation District
Partner Organization: Lassen Fire Safe Council

Contact Information:

Name: Andrea Stuemky, District Manager
Address: 170 Russell Ave., Suite C
City, State, Zip: Susanville, CA 96130
Telephone: 530-260-0067
Email: astuemky@honeylakevalleyrcd.us

Project Summary

Funding is requested for recovery efforts on non-industrial private forest lands within Lassen County damaged by the Dixie and Beckwourth Complex Fires of 2021 and the Hog and Sheep Fires of 2020 (see map). These fires burned over 1,112,124 acres in northern California during the summers of 2020 and of 2021 causing millions of dollars of damage to private and public forestlands across five counties: Butte, Lassen, Plumas, Shasta, and Tehama. Within Lassen County, these fires burned over 209,416 acres of which approximately 25,112 acres are non-industrial private forest lands. Much of this land burned at moderate to high severity. Moderate and high fire severities likely necessitate dead tree removal, post-fire fuel treatment, site preparation and reforestation to recover and restore these lands to an ecologically productive condition.

Recovery efforts will be focused on forested private and Tribal lands in the wildland urban interface throughout the fire. Project actions include outreach to landowners, technical assistance for determining recovery needs and developing forest management plans, and support and oversight of actions including removal of hazard trees, preparation of sites for planting, reforestation actions and utilization of wood products. Rehabilitation efforts will include preparing burned areas for reforestation by removing dead and dying trees, applying herbicide to control vegetation that would compete with seedlings, and planting drought-tolerant, fire-resistant conifer seedlings.

Project funds will be used to pay Honey Lake Valley Resource Conservation District (HLVRCD) and Lassen Fire Safe Council (LFSC) staff, contracted Registered Professional Foresters, contractors who will be implementing recovery treatments and to purchase project supplies (e.g., herbicide, seedlings). A detailed description of how project funds will be used can be found in the Expanded Project Budget section.

Project Justification

The project provides an important means for landowners, who otherwise could not afford site preparation and reforestation treatments, to rehabilitate their lands. A large percentage of the private non-industrial timberlands within the potential implementation area burned at moderate to high severity with over 50% tree mortality. Currently, dead and downed trees constitute abundant dry fuels to feed future fires. Much of the burned area will likely become brush fields in the absence of active reforestation efforts because of the scarcity of surviving seed trees. The Post Fire Disaster Recovery – Assistance to Affected Landowners and Communities in Lassen County, CA (Lassen County Post Fire Recovery) project is needed to remove standing dead forest fuels near homes and infrastructure, restore forest health and resilience, stabilize soil

Exhibit A

and reduce erosion from the burned landscape, restore wildlife habitat for forest-dwelling species, and promote landscape-level carbon storage in trees. Accordingly, implementation of activities for forest recovery on non-industrial private forest land is in the public interest.

Collaboration between the Honey Lake Valley Resource Conservation District (HLVRCD) and the Lassen Fire Safe Council (LFSC) will be key to the project's success. The HLVRCD will be using this funding opportunity to work closely with affected landowners and become experienced in management and implementation of fire recovery projects. The RCD's efforts will be focused on landowner outreach, technical assistance and project management and monitoring. The LFSC has over 18 years of experience managing landscape-level forest and watershed restoration projects and is currently implementing forest recovery projects from the Hog and Sheep fires with over \$10 million in FEMA and CALFIRE funding. The LFSC has a successful history of working with the contractors who will be implementing the on-the-ground recovery efforts. The HLVRCD and LFSC will collaborate on the CEQA process with the RCD acting as the lead agency.

This work directly builds upon and funds actions in the California Forest Management Task Force strategy for Landowner Assistance following wildfires by providing funds for landowner outreach, education, technical assistance, and supporting recovery actions that directly support recovery of private forest lands in the state.

Scope of Work (Project Description)

- a) The overall goal of this project is to rehabilitate up to 2000 acres of non-industrial private forestland in Lassen County that was damaged by the Hog, Sheep, Dixie and Beckwourth Complex fires in 2020 and 2021.
- b) Specific objectives include:
 - Conduct outreach to forest landowners affected by recent wildfires to assess recovery needs and recruit project participants
 - Provide technical assistance to interested forest landowners that addresses short and long-term recovery and management concerns and provides information on financial assistance programs
 - Remove accumulated debris and dead trees to reduce the potential for additional negative impacts from wildfire
 - Conduct site preparation and reforestation actions to re-establish forest cover, where appropriate
- c) The project includes a full suite of treatments that would be developed, overseen and implemented by the Honey Lake Valley RCD and Lassen Fire Safe Council, including project planning, preparation and management for these activities.

Actions foreseen in this effort that will be carried out by Honey Lake Valley RCD include:

- Outreach to private landowners in need of assistance and/or development of a forest management plan using the California Cooperative Forest Management Plan.
- Working with landowners to sign up for assistance under this project and other programs including Farm Services Agency Emergency Forest Restoration Program (EFRP), California Forest Improvement Program (CFIP), Natural Resource Conservation Service Environmental Quality Incentives Program (EQIP), and grants.
- Conduct site assessments to determine recovery work needs

Exhibit A

- Provide technical assistance not requiring the expertise of a Registered Professional Forester (RPF)
- Serve as lead agency for CEQA
- Provide field inspections and certify completed work for payment
- Monitor activities to evaluate achievement of program objectives
- Administrative tasks (financial, liaise with LFSC and other partners/contractors)

Actions foreseen in this effort that will be carried out by Lassen Fire Safe Council include:

- Conduct planning and writing CEQA exemption documents for the project area
- RPF services for landowners who may be interested in having a Forest Management Plan written/approved
- RPF services for work as required under State law
- Prepare and award contracts for implementation work
- Manage contractors and submit bills for payment to HLVRCD
- Dead/dying tree cutting, chipping and removal using equipment
- Dead/dying tree cutting and hand piling
- Additional site preparation with equipment for tree planting
- Herbicide treatment
- Tree planting (would use One Tree Planted or similar organization for seedling funding, if available)
- Project oversight of operators
- Liaise with Honey Lake Valley RCD

The project will comply with the following funding requirements:

- These funds will not be used to duplicate funding of work that is being funded by other landowner assistance programs
- Practice costs for the following work will be commensurate with the current NRCS-CA Practice Scenario cost basis. Costs exceeding published rates will be justified in writing as part of project monitoring reporting.
- Technical assistance for project design and project management by Registered Professional Foresters and other appropriate professional service providers including:
 - Environmental compliance consistent with California State requirement.
 - Treatment unit preparation.
 - Outreach and information distribution associated with Restoration activities.
 - Project oversight.
- Where activities cannot be implemented in a timely manner with other assistance programs and the implementation of activities for recovery are in the public interest, forest improvement practice implementation will be supervised by a California Registered Professional Forester for:
 - Hazardous trees - dead and dying tree felling and removal.
 - Vegetation management including mechanical and hand thinning, piling, mastication, brush cutting, mastication, pesticide application, and pile burning.
 - Tree Protection
 - Slash disposal and site preparation for reforestation.
 - Reforestation (site preparation, reforestation material collection, planting, and release of trees and other vegetation using mechanical, manual and chemical methods as appropriate).
 - Invasive species management

Exhibit A

- Project Level Monitoring and coordinating with other entities and researchers for project effects and reporting-

Project Methodology

Methodology for tasks to be completed by HLVRCO:

HLVRCO will conduct landowner outreach using the following methodologies: participation in public workshops such as UC Cooperative Extension's Forest Stewardship workshop scheduled for Lassen and Modoc counties; interactions with other partner outreach efforts (e.g., LFSC, NRCS, UC Cooperative Extension); parcel database searches; collaboration with LFSC to complement their outreach efforts; and one-on-one landowner contact activities such as mail notices, web portal and field meetings. For recruitment purposes, the RCO will develop an application form and online portal for landowner enrollment. Project funding will necessitate the need to identify priority landscapes that achieve purposes of this agreement. The HLVRCO will collaborate with the LFSC, due their ongoing work and pending grant applications to conduct similar work, to ensure that a broad spectrum of landowners within the fire perimeters are reached and provided the opportunity to participate.

Technical assistance will be provided by the HLVRCO to conduct site assessments of enrolled landowners to determine recovery effort needs and, if desired, work with landowners who want to develop a Forest Management Plan. Education of landowners on the forest management technical and financial assistance programs of other organizations will occur at workshops and one-on-one. Appropriate connections between a landowner and other assistance organizations will be made. Where required, work will be overseen and/or conducted by a Registered Professional Forester (RPF).

Finally, HLVRCO will partner with LFSC to conduct a majority of the recovery ground work and continue to work with enrolled landowners through the recovery actions. The RCO will provide field inspections to certify completed work for purposes of payment to contractors and to ensure that prescriptive work achieved project objectives.

Methodology for tasks to be completed by LFSC:

LFSC will prepare the required CEQA documentation and hire and supervise contractors to complete fuel removal and recovery treatments.

Site preparation and planting methodology will be as follows. Burned areas will be prepared for planting by felling standing dead and dying trees, chipping the felled material, and removing chips for use as biomass. Site preparation will begin as soon as possible and will be conducted continuously as weather permits. The next step will be an application of herbicide, during the summer prior to planting, to control areas of dense shrub resprouting that will threaten the survival of tree seedlings. A second application of herbicide will be applied during the fall of the year prior to planting. Herbicide application improves the survival rate of seedlings by removing competing vegetation and thereby ensuring that tree seedlings will become well established. Watercourses and springs will be buffered from herbicide-treated areas. Trees will be planted in the spring following the completion of site preparation. The majority of seedlings planted will be shade-intolerant, fire-resistant ponderosa and Jeffrey pine.

Exhibit A

Project Timeline: June 16, 2022 – June 15, 2027

What	Timeframe
Landowner outreach, sign ups, site assessments, execute landowner agreements	Summer/fall 2022
CEQA clearance completed	Summer 2022 – Winter 2022/23
Bidder outreach & contracting for recovery treatments	Summer 2022 – Summer 2023
Dead tree and accumulated debris removal, site preparation	Fall 2022 – Winter 2023
Seed sowing order for spring 2024 planting	December 2022
Pre- and post-emergent brush treatment with herbicide by hand	2023 – 2024
Tree planting	Spring 2024 & 2025
1st year seedling survival monitoring	Spring/summer 2025
1 st & 2 nd yr seedling survival monitoring	Spring/summer 2026
Technical assistance and monitoring	Ongoing
Progress reporting	Jan. 1 – June 30; July 1 – Dec. 31 annually
Grant close out	June 15, 2027
Wildfires and equipment/operator availability would alter the dates listed above; thus, a full five year grant period is being proposed.	

Progress toward meeting project objectives will be monitored as follows:

Measurable objective	Metric
Conduct outreach to forest landowners affected by recent wildfires to assess recovery needs and recruit project participants	<i>Number of landowners contacted Number of properties with needs assessments Number of landowner sign ups</i>
Provide technical assistance to interested forest landowners that addresses short and long-term recovery and management concerns and provides information on financial assistance programs	<i>Number of landowners provided technical information Number of landowners provided funding information Number of landowners developing a Forest Management Plan</i>
Remove accumulated debris and dead trees to reduce the potential for additional negative impacts from wildfire	<i>Number of properties and acres with debris and dead tree removal only</i>
Conduct site preparation and reforestation actions to re-establish forest cover, where appropriate	<i>Number of acres with site preparation and planting</i>

In addition to the required financial and implementation progress reporting every 6 months, the following will be submitted annually.

- 1) For work on non-industrial private forestlands, the following will be submitted to CALFIRE and the California Landowner Assistance Program Manager at USFS State and Private by October 1st annually for entry into the national database.
 - a. Name of Fire and Year
 - b. Number of landowners outreached to
 - c. Number of landowners who were provided technical assistance

Exhibit A

- d. Number of plans developed.
 - i. Additionally for plans, the following will be provided
 - a. Plan Name
 - b. Plan Cat (Plan Categories)
 - c. Plan ID
 - d. Plan Type
 - e. Plan Start
 - f. Plan Length
 - g. Survey Acre
 - h. Funding
 - i. Prim Goals (Primary Goals)
 - j. Shapefile
 - e. Number of acres treated by treatment type of action and cost (i.e., hazard tree removal, site preparation, etc).
 - f. Volume of wood products removed for utilization measured in tons, mbf, or ccf by species where applicable.
 - g. Invasive species – type of pest and acres.
- 2) Project monitoring will include photo documentation and narrative that describes baseline conditions, location of monitoring points, before-and-after photos, frequency, and interpretation.

EXHIBIT B

LFSC COMPENSATION

The Lassen Fire Safe Council will fulfill numerous needs for project implementation. Contractual obligations will operate within the scope of work outlined and the total compensation shown in this Agreement and include the following:

Contract/Agreement	Description	Cost
Registered Professional Forester (RPF) Services	Environmental compliance, technical advice complete Forest Management Plans, operator supervision; 1118 hrs X \$110/hr	\$123,021
Biomass cutting & removal, site preparation	Fuel reduction of burned trees & site preparation activities necessary for reforestation 1390 ac X \$700/ac	\$973,000
Herbicide treatments (2) & Pest Control Advisor	Herbicide treatments will be needed to reduce brush/grass competition in advance of tree planting, PCA supervision/administration; 1390 ac X \$304.15/ac	\$422,769
Storage trailer rental for seedlings	Refrigerated storage for seedlings in Lassen Co. prior to & during planting to keep trees alive	\$15,000
Reforestation	Contract crews to plant trees; 1390 X \$60/ac	\$83,400
LFSC Project Monitoring	Contract prep, ad, award, operator & staff supervision (to be billed on an hourly basis; costs not to exceed this amount)	\$75,000
Total:		\$1,692,190

EXHIBIT C

GENERAL TERMS AND CONDITIONS FOR CONTRACTS UNDER FEDERALLY FUNDED OR ASSISTED PROJECTS AND IN GENERAL

By its execution of this Agreement, Contractor agrees that all applicable federal funding requirements shall apply with full force and effect as if fully set forth in this Agreement. Such requirements include the obligation to comply with the USDA's guidelines, which includes, without limitation, the following:

1) Notes:

- a. "Contract" means this Specific Project Agreement(SPA).
- b. "Contractor" means the party opposite Honey Lake Valley Resource Conservation District. ("Company") executing this Contract (*i.e.*, the prime contractor to the Company).
- c. "Prime Contract" means the Federal Financial Assistance Agreement between Company and the Federal awarding agency.
- d. "Subcontract" means any contract placed by Contractor with any third party in performance of this Contract.
- e. "Subcontractor" means any third party the Contractor enters into a Subcontract with.

2) Instructions:

- a. With the exceptions of communication or notice regarding a violation of law or to comply with a general legal requirement, all other communication or notification required under the below referenced provisions from/to the Contractor to/from the Contracting Officer, Grants Officer (or any other government representative) shall be through the Company. All communication or notices regarding a violation of law shall be made directly to the cognizant federal authority, with a copy of such communication or notice to the Company.
- b. Contractor shall flow down the below provisions to all Subcontractors as required by law and regulation and require all of its Subcontractors to similarly flow down such requirements.

3) Applicable to All Federally (or Potentially Federally) Funded Contracts and Subcontracts as Stipulated Below in Parenthesizes:

- a. *Equal Employment Opportunity* - Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction

contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

- b. *Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c)* - All Contracts and Subcontracts in excess of \$2,000 for construction or repair awarded by Contractor or Subcontractors shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 C.F.R. Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each Contractor or Subcontractor shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The Contractor or Subcontractor shall report all suspected or reported violations to Company and the Federal awarding agency.
- c. *Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7)*—When required by Federal program legislation, all construction contracts awarded by the Company, the Contractor or the Subcontractors of more than \$2,000 shall comply with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 C.F.R. Part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, the Contractor and Subcontractor shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, the Contractor and Subcontractors shall be required to pay wages not less than once a week. Company shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The Contractor and Subcontractors shall report all suspected or reported violations to Company and the Federal awarding agency.
- d. *Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333)* - Where applicable, the Contract and Subcontracts in excess of \$100,000 that involve the employment of mechanics or laborers shall include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). The Contractor shall compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are

unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- e. *Rights to Inventions Made Under a Contract or Agreement* - If the Contract or Subcontracts are for the performance of experimental, developmental or research work, the agreement provides for the rights of the Federal Government and the Company in any resulting invention in accordance with 37 C.F.R. Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
- f. *Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended* - The Contract and Subcontracts in excess of \$150,000 shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Company and the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- g. *Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)* - The Contractor and Subcontractors who apply or bid for an award of \$100,000, upon acceptance of the contract certify their compliance with the Byrd Anti-Lobbying Amendment. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to Company.
- h. *Debarment and Suspension (E.O.s 12549 and 12689)* - A contract award (see 2 C.F.R. § 180.220) shall not be made to parties listed on the government-wide exclusions in the System for Award Management ("SAM"), in accordance with the OMB guidelines at 2 C.F.R Part 180 that implement Executive Orders 12549 (3 C.F.R. part 1986 Comp., p. 189) and 12689 (3 C.F.R. part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The Contractor, by executing this Contract and completing form AD-1048 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tiered Covered Transactions, certifies that it is not presently suspended, debarred, proposed for debarment or otherwise excluded by the federal government, and that should the Contractor become suspended, debarred, proposed for debarment or otherwise excluded by the federal government, the Contractor shall immediately notify Company. The Excluded

Parties List System has been consolidated within the System for Award Management at <https://www.sam.gov/portal/public/SAM/>.

- i. *Procurement of recovered materials* – Company, Contractor and its Subcontractors shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- 4) Insurance:
- a. Contractor shall obtain and keep in force for the term of this SPA the following insurance policies against claims for injuries to persons or damages to property and that covers any acts or omissions of Contractor, its Subcontractors, or its agents, representatives or employees engaged in the provision of service specified in this SPA:
 - i. Workers' Compensation Insurance in an amount of not less than \$1,000,000 per accident in accordance with the statutory requirement of the State of California.
 - ii. Commercial general liability insurance in an amount of not less than \$1,000,000 per occurrence for bodily injury and property damage combined.
 - iii. Motor vehicle liability insurance in an amount not less than \$1,000,000 per accident for bodily injury and property damage combined. Such insurance shall cover liability arising out of any motor vehicle including owned or hired, and non-owned motor vehicles.
 - iv. Professional Liability: Consultant shall procure and maintain, and require its Subcontractors to procure and maintain, for a period of three (3) years following completion of work under this SPA, errors and omissions liability insurance appropriate to their profession. Such insurance shall be in an amount not less than \$1,000,000. Covered Professional Services shall specifically include all work to be performed under the SPA.
 - b. Contractor shall submit proof of insurance documents electronically to the Company within thirty (30) days of signing this SPA.
 - c. Contractor shall notify HLVRCDC in writing within five (5) working days of any cancellation, non-renewal, or material change that affects required insurance coverage.
 - d. Contractor shall submit proof of new or updated policy based on insurance requirements within thirty (30) days of policy cancellation or substantial policy

change. Failure to provide proof of insurance may result in termination of this SPA.

- e. Contractor shall not allow any Subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the Contractor that the Subcontractor has secured all insurance required under this section.
 - f. Endorsements. The Honey Lake Valley Resource Conservation District (District), its officers, agents and employees must be included as additional insured, but only with respect to work performed for the District under this SPA. The additional insured endorsement must accompany the certificate of insurance.
- 5) Indemnification: The Contractor agrees to indemnify, defend, and hold harmless the Company, its officers, agents, and employees from any and all claims and losses accruing or resulting to any and all Contractors, partners, Subcontractors, suppliers, laborers, and any other person, firm, or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this SPA, and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by Contractor in the performance of this SPA.
- 6) Records Retention: Financial records, supporting documents, statistical records, and all other records pertinent to the GRANT must be retained by the Contractor and its Subcontractors for a period of three (3) years from the date of HLVRCs submission of its final expenditure report. Company will notify Contractor of the ending retention date.

The Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the Company, or any of their authorized representatives, has the right of access to any documents, papers, or other records of the Contractor and its Subcontractors which are pertinent to the GRANT, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the Contractor's and Subcontractor's personnel for the purpose of interview and discussion related to such documents.

- 7) No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.