



PUBLIC NOTICE
SPECIAL Board Meeting of the:
Honey Lake Valley Resource Conservation District
170 Russell Ave. Suite C
Susanville, CA 96130
5302574127 ext. 100

Attachments available 01/30/24 at www.honeylakevalleyrcd.us

Date: Thursday, February 1st, 2024

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

Time: 3:30 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 – 12/07/2023, 1/12/2024
- C. Financial Reports
- D. Agreements/Contracts

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

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

- A. Annual Organizational Meeting (RCD 5010.5; PRC 9306 & 9307)
 - 1. Election of officers (chairman, vice-chairman and secretary/treasurer).
 - 2. Appointment of District Manager as board secretary.
- B. File Statement of Facts with the Secretary of State
- C. Assignment of committees (SWAT, WAC, Modoc Regional RCD/CARCD, FireSafe Council, IRWM, NRCS Partnership)
- D. Policy update/revisions (RCD 5010.1)
- E. Place and time of meetings
- F. Approval and adoption of 2024 RCD calendar (attachment)
- G. Consideration and discussion of HLV RCD’s Strategic Plan and mission updates.

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

- H. Consideration and discussion of partnership with Lassen National Forest and participation in a potential Stewardship Agreement.

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

- I. Consideration and approval of agreement with Lassen Fire Safe Council, Inc. to act as CEQA Lead Agency for the Lassen Wildfire Recovery Project. (attachment)

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

- J. Consideration and approval of Environmental Review and Notice of Exemption (NOE) for the Lassen Wildfire Recovery Project.

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

- K. Consideration and approval of agreement with Lassen Fire Safe Council, Inc. to act as CEQA Lead Agency for the Lassen National Forest Eagle Lake Ranger District Hazardous Tree Management Project. (attachment)

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

- L. Consideration and approval of Environmental Review and Notice of Exemption (NOE) for the Lassen National Forest Eagle Lake Ranger District Hazardous Tree Management Project.

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

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

- A. Consideration and approval of amended Watermaster Advisory Committee Rules and Regulations (attachment).

VII. REPORTS

- A. District Manager Report – Stuemky/Siemer (attachment)

- B. NRCS Agency Report – Stephens
- C. SWAT - Hanson
- D. Watermaster / WAC Report – Clark
- E. Modoc Regional RCD/CARCD Report – Hanson
- F. Fire Safe Council Report – Johnson
- G. Post-Fire Recovery Report – Wooster
- H. IRWMP Report – Claypool
- I. NRCS Partnership Report – Hanson
- J. Unagendized reports by board members

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

VIII. ADJOURNMENT TO CLOSED SESSION

- A. PUBLIC EMPLOYEE PERFORMANCE EVALUATION (Government Code Section 54957) Title: District Manager

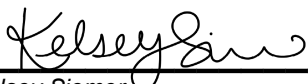
Tie to the Strategic Plan: Strategic Issue 1 – Build HLVRCD leadership & organizational capacity.

IX. RETURN TO OPEN SESSION

X. ADJOURNMENT

The next Honey Lake Valley RCD meeting will be **February 22nd, 2024, at 3:30 PM.** The location is the USDA Service Center, 170 Russell Avenue, Suite C, Susanville, CA.

I certify that on Tuesday, January 30th, 2024 agendas were posted as required by Government Code Section 54956 and any other applicable law.

X 

Kelsey Siemer
District Manager



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 12/04/2023 at www.honeylakevalleyrcd.us ■

Date: Thursday, December 7th, 2023

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

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 3:45 PM, and a quorum was noted.

II. APPROVAL OF AGENDA

Board member Will Johnson made a motion to approve the agenda, Board member Wayne Langston 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 – 10/26/2023, 11/16/2023
- C. Financial Reports
- D. Agreements/Contracts

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

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

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

- A. Consideration and approval of Cooperative agreement with the Lassen Fire Safe Council, Inc. to have the Honey Lake Valley RCD act as CEQA Lead Agency for the North Susanville Wildland Urban Interface (WUI) Fuel Treatments Project. (attachment)

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

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

- B. Consideration and approval of draft Initial Study - Mitigated Negative Declaration (MND) for the North Susanville WUI Fuel Treatments Project, Lassen County, CA. (attachment)

Board member Laurie Tippin made a motion to approve the Mitigated Negative Declaration, Board member Robin Hanson seconded. Discussion was held regarding adding a mitigation measure relevant to greenhouse gasses. The motion passed. All.

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

- C. Consideration and Approval of MOU, Resolution 2023-04, and Participation Agreement between HLVRCDC and SDRMA authorizing participation in SDRMA's Health Benefits Program. (attachments)

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

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

- D. Discussion and direction to staff regarding the Prescribed Burn Association grant program and hiring a coordinator.

Discussion held. No reportable action.

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

- E. Second reading of the 2024 RCD/Watermaster Calendar (attachment)
Held.

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

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

- A. Approval of the SRWSA Annual Usage Report for 2023 (attachment)

Board Member Laurie Tippin made a motion to approve the Annual Usage Report, Board Member Wayne Langston seconded. Motion passed. All

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

VII. REPORTS

- A. District Manager Report – Stuemky/Siemer - Updates given on each grant project and financial standing
- B. NRCS Agency Report – Stephens - No updates
- C. SWAT - Hanson - No updates
- D. WAC Report – Clark - No updates
- E. Modoc Regional RCD/CARCD Report – Tippin/Hanson - Laurie was thanked for her many years of service as the Modoc Regional Representative!
- F. Fire Safe Council Report – Johnson - No updates
- G. Post-Fire Recovery Report – Wooster - Catherine reported that we have successfully planted approximately 200 acres, and biomassed approximately 780 acres.
- H. IRWMP Report – Claypool - No updates
- I. NRCS Partnership Report – Hanson - No updates
- J. Unagendized reports by board members - Board Vice Chair Will Johnson reported on a possible good neighbor agreement with BLM and/or LNF. Board Chair Jesse Claypool reminded staff and Board members about trainings offered through SDRMA and CSDA.

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

VIII. ADJOURNMENT TO CLOSED SESSION - 5:40PM

- A. EMPLOYEE PERFORMANCE REVIEW DISCUSSION. Title: Deputy Watermaster, with respect to every item of business to be discussed in closed session pursuant to Section 54957 (b)(1).

Held. No reportable action.

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

IX. RETURN TO OPEN SESSION - 7:26PM

VIII. ADJOURNMENT – 7:26PM

The next Honey Lake Valley RCD meeting will be **January 25th, 2024, at 3:30 PM.**
The location is the USDA Service Center, 170 Russell Avenue, Suite C, Susanville,
CA.

Respectfully Submitted,



Kelsey Siemer
District Manager



APPROVED: _____
Jesse Claypool, RCD Board Chairperson

DATE: 02/01/2024



PUBLIC NOTICE
Special Board Meeting of the:
Honey Lake Valley Resource Conservation District
170 Russell Ave. Suite C
Susanville, CA 96130
5302574127 ext. 100

Attachments available 01/10/2024 at www.honeylakevalleyrcd.us ■

Date: Friday, January 12th, 2024

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

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 3:31PM, and a quorum was noted.

II. APPROVAL OF AGENDA

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

Tie to the Strategic Plan: Strategic Issue 1 – Build HLVRCDC 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. AGENDA ITEMS

- A. Consideration and approval of the Initial Study - Mitigated Negative Declaration (MND) and Notice of Determination (NOD) for the North Susanville WUI Fuel Treatments Project, Lassen County, CA. (attachment)

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

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

- B. Consideration and approval of cooperative agreement with the City of Susanville for HLV RCD to act as lead administrative agency for DWR Proposition 1 Round 1 Award. (attachment)

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

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

V. ADJOURNMENT – 3:33PM

The next Honey Lake Valley RCD meeting will be **January 25th, 2024 at 3:30 PM.**
The location is the USDA Service Center, 170 Russell Avenue, Suite C, Susanville, CA.

Respectfully Submitted,



Kelsey Siemer
District Manager

APPROVED: _____



Jesse Claypool, RCD Board
Chairperson

DATE: 02/01/2024



January 2024						
Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

January		
01/01/24 (Mon)	New Year's Day (observed 1/1/2024)	Holiday
01/11/24 (Thu)	Organizational Meeting	WAC Meeting
01/15/24 (Mon)	Martin Luther King Day	Holiday
01/25/24 (Thu)	Organizational Meeting, Adopt Calendar, FYE24 Mid-Year Budget Review, WAC Appointments, DM Mid-Year Evaluation	RCD Meeting

February 2024						
Su	M	Tu	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29		

February		
02/19/24 (Mon)	President's Day	Holiday
02/22/24 (Thu)	FYE25 RCD/WM Draft Budget Review	RCD Meeting

March 2024						
Su	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

March		
03/01/24 (Fri)	Irrigation Season Begins	Deadline
03/14/24 (Thu)	FYE25 Draft Budget Review, Direct Billing	WAC Meeting
03/28/24 (Thu)	1st Reading - FYE25 RCD/WM Budget, 1st Reading - Strategic/Annual Operations Plan	RCD Meeting

April 2024						
Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

April		
04/25/24 (Thu)	2nd Reading - Strategic/AOP, 2nd Reading - FYE25 RCD/WM Budget Begin 5:30 schedule	RCD Meeting

May 2024						
Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

May		
05/01/24 (Wed)	Update WM Control Cards	Deadline
05/09/24 (Thu)		WAC Meeting
05/23/24 (Thu)	Adopt Strategic / AOP Budget Hearing - Approve FYE25 RCD/WM Budget Initiate WM Assessment Apportionment	RCD Meeting
05/27/24 (Mon)	Memorial Day	Holiday

June 2024						
Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29

June		
06/12/24 (Wed)	Apportionment and Assessment Letters Due to Water Users	Deadline
06/27/24 (Thu)	Review RCD Board Appointments	RCD Meeting
		-



July 2024						
Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

August 2024						
Su	M	Tu	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

September 2024						
Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

October 2024						
Su	M	Tu	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

November 2024						
Su	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

December 2024						
Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

July		
07/04/24 (Thu)	Independence day	Holiday
07/11/24 (Thu)		WAC Meeting
07/25/24 (Thu)	Certify Apportionments to Auditor, Initiate FYE25 Audit, Annual DM Evaluation	RCD Meeting

August		
08/06/24 (Tue)	Certified Apportionments due to Auditor	Deadline
08/29/24 (Thu)	Board Meeting	RCD Meeting

September		
09/02/24 (Mon)	Labor Day	Holiday
09/12/24 (Thu)	Draft 2023/24 SRWSA Annual Use Report	WAC Meeting
09/26/24 (Thu)	1st Reading - 2023/24 SRWSA Annual Use Report	RCD Meeting

October		
10/14/24 (Mon)	Indigenous Peoples Day	Holiday
10/24/24 (Thu)	2nd Reading - 2023/24 SRWSA Annual Use Report, 1st Reading - 2025 RCD Calendar	RCD Meeting
10/31/24 (Thu)	Irrigation Season Ends - Direct Billing	Deadline

November		
11/11/24 (Mon)	Veterans Day (Observed Friday 11/10/23)	Holiday
11/14/24 (Thu)	Approve 23/24 SRWSA Annual Use Report	WAC Meeting
11/21/24 (Thu)	Regular Board Meeting - Approve SRWSA Annual Usage Report, 2nd Reading RCD Calendar	RCD Meeting
11/28/24 (Thu)	Thanksgiving	Holiday
11/29/2024 (Fri)	Thanksgiving Holiday	Holiday

December		
12/24/24 (Tue)	Christmas Eve	Holiday
12/25/24 (Wed)	Christmas Day Observed	Holiday
12/31/24 (Tue)	SRWSA Annual Use Report submitted to Court	Deadline

**Lassen County Wildfire Recovery Project CEQA
Cooperative Agreement Between
Honey Lake Valley Resource Conservation District (HLVRCD)
&
Lassen Fire Safe Council, Inc. (LFSC)
January 2023**

Project Identification:

This agreement is for the Honey Lake Valley Resource Conservation District (HLVRCD) to serve as the lead agency, in accordance with CEQA Guidelines Section 15051 (b) (1), for the proposed Lassen Wildfire Recovery Project.

HLVRCD and LFSC Responsibilities:

Lassen Fire Safe Council, Inc, (LFSC) will prepare the necessary documentation for meeting the goal of full compliance under the California Environmental Quality Act (CEQA), and all CEQA process documentation for the Lassen Wildfire Recovery Project. HLVRCD will review, organize, file and adopt all necessary documentation in compliance with CEQA Guidelines. All products will be delivered in accordance with the attached Standard Clauses (Exhibit A).

Duration of Contract:

The duration of this Contract will extend from January 25, 2024 through April 30, 2024.

Project Managers:

The project manager for Lassen Fire Safe Council, Inc. is Cade Mohler. Project manager for the HLVRCD is Kelsey Siemer.

Method of Payment:

Payment will be for CEQA County Clerk Processing fee of \$50.00 plus \$3,000 for RCD staff time, not to exceed \$3,050.00.

Standard Provisions:

Exhibit A, containing standard provisions are included below and by this reference incorporated herein.

Execution:

Honey Lake Valley RCD

_____	_____	68-0003580
Mr. Jesse Claypool, RCD Chairman	Date	Tax ID#

Lassen Fire Safe Council, Inc.

_____	_____
Mr. Cade Mohler, Managing Director	Date

Standard Clauses
Exhibit A

Worker's Compensation Clause

Vendor agrees to comply with provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, before commencing the performance of the work under this Contract. Lassen Fire Safe Council, Inc. will make its contractors and subcontractors aware of this provision and determine that they have complied with it before commencing work on the project. Volunteer laborers are exempt from the worker's compensation provision of the California Labor Code.

National Labor Relations Board Clause

In accordance with Public Contract Code Section 10296, Lassen Fire Safe Council, Inc. declares under penalty of perjury that no more than one final, unappealable finding of contempt of court by a federal court has been issued against the Lassen Fire Safe Council, Inc. within the immediately preceding two-year period because of Lassen Fire Safe Council, Inc.'s failure to comply with an order of a federal court which orders Lassen Fire Safe Council, Inc. to comply with an order of the National Labor Relations Board.

Nondiscrimination Clause

During the performance of this Contract, Lassen Fire Safe Council, Inc., its contractors, and subcontractors shall not deny the Contract's benefit to any person on the basis of religion, color, ethnic group identification, sex, age, physical or mental disability, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, marital status, age (over 40), or sex. Lassen Fire Safe Council, Inc. shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Lassen Fire Safe Council, Inc., its contractor, and subcontractor shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.) and the regulations promulgated thereunder (California Administrative Code, Title 2 Sections 7285.0 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Government Code Section 11135-11139.5), and the regulations or standards adopted by the awarding State agency to implement such article.

Lassen Fire Safe Council, Inc., its contractors, and subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

Lassen Fire Safe Council, Inc. shall include the nondiscrimination and compliance provision of this clause in all subcontracts to perform work under the Contract.

Lassen Fire Safe Council, Inc., its contractors, and subcontractors shall permit access by representatives of the Department of Fair Employment and Housing and the awarding State agency, upon reasonable notice, at any time during the normal business hours, but in no case less than 24 hours notice, to such of its books, records, accounts, other sources of information, and its facilities as said Department or Agency shall require to ascertain compliance with this clause. The Lassen Fire Safe Council, Inc.'s signature on this contract shall constitute a certification under the penalty of perjury under the laws of the State of California that the Lassen Fire Safe Council, Inc. has, unless exempted, complied with the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Code of Regulations Section 8103.

Hold Harmless

The Vendor and Landowner agree to mutually save harmless, Landowners and Vendor, their agents or employees and to hold the same free and harmless from any and all claims, demands, damages, losses, costs, expenses or liability due or incident to, either in whole or in part, and whether directly or indirectly, related to the project resulting from any and all contractors, subcontractors, materialmen, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Landowner or Vendor in the performance of this contract, except all claims due to willful negligence or fraud. The hold harmless damages shall include damages from floods, fires or other Acts of Nature, as well as, any upstream or downstream effects.

Compliance With Laws, Regulations, Permit Requirements

The Lassen Fire Safe Council, Inc. shall at all times comply with, and require its contractors and subcontractors to comply with, all applicable federal and State laws, rules and regulations, permit and all applicable local ordinances, specifically including but not limited to environmental, procurement and safety laws, rules, regulations, permits and ordinances.

Successors and Assigns

This Contract and all of its provisions shall apply to and bind the successors and assigns of the parties hereto. No assignment or transfer of this Contract or any part hereof, rights hereunder or interest herein by the Lassen Fire Safe Council, Inc. shall be valid unless and until it is approved by the Landowners and made subject to such reasonable terms and conditions as the Landowners may impose.

Audit Requirement

Pursuant to Government Code Section 10532, the contracting parties shall be subject to the examination and audit of the State and the State Auditor General for a period of three years after final payment under this Contract with respect to all matters connected with the performance of this Contract, including but not limited to the cost of administering this Contract. All records of the Lassen Fire Safe Council, Inc. shall be preserved for this purpose for at least three years after completion of the project.

Remedies Not Exclusive

The use by either party of any remedy specified herein for the enforcement of this Contract is not exclusive and shall not deprive the party using such remedy of, or limit the application of, any other remedy provided by law.

Amendments

This Contract may be amended at any time by mutual agreement of the parties, except insofar as any proposed amendments are in any way contrary to applicable law. Requests by the Lassen Fire Safe Council, Inc. for amendments must be in writing stating the amendment request and the reason for the request.

Waiver of Rights

It is the intention of the parties hereto that from time to time either party may waive any of its rights under this Contract unless contrary to law. Any waiver by either party hereto of rights arising in connection with this Contract shall not be deemed to be a waiver with respect to any other rights or matters.

Notices

All notices that are required either expressly or by implication to be given by one party to the other under this Contract shall be signed for the Lassen Fire Safe Council, Inc. and for the Landowners by such officers as from time to time may be authorized in writing to so act. All such notices shall be deemed to have been given if delivered personally or if enclosed in a properly addressed, postage paid envelope and deposited in a United States Post Office for delivery by registered or certified mail.

Invoicing

Payment for services and work under this contract shall be made by LFSC for those costs that are in compliance with the cost principles of **LFSC CEQA Grant**.

Invoices for work completed shall contain the following to be considered for payment by LFSC:

- a) Invoice:
 - i. Project Identifier. The Grant name, agreement number, or abbreviated agreement number (**CEQA**);
 - ii. Name, address and phone number of company or individual submitting the invoice;
 - iii. Date of the invoice;
 - iv. Description of services performed in direct support of contracted activity
 - v. Time period of services performed (**start and end date**);
 - vi. Costs for services (rate per unit performed);
 - vii. Total amount due;

**Lassen National Forest (LNF) Eagle Lake Ranger District (ELRD) Post-Fire Hazard Tree
Management Project CEQA
Cooperative Agreement Between
Honey Lake Valley Resource Conservation District (HLVRCD)
&
Lassen Fire Safe Council, Inc. (LFSC)
January 2023**

Project Identification:

This agreement is for the Honey Lake Valley Resource Conservation District (HLVRCD) to serve as the lead agency, in accordance with CEQA Guidelines Section 15051 (b) (1), for the proposed Lassen National Forest (LNF) Eagle Lake Ranger District (ELRD) Post-Fire Hazard Tree Management Project.

HLVRCD and LFSC Responsibilities:

Lassen Fire Safe Council, Inc. (LFSC) will prepare the necessary documentation for meeting the goal of full compliance under the California Environmental Quality Act (CEQA), and all CEQA process documentation for the LNF ELRD Post-Fire Hazard Tree Management Project. HLVRCD will review, organize, file and adopt all necessary documentation in compliance with CEQA Guidelines. All products will be delivered in accordance with the attached Standard Clauses (Exhibit A).

Duration of Contract:

The duration of this Contract will extend from January 25, 2024 through April 30, 2024.

Project Managers:

The project manager for Lassen Fire Safe Council, Inc. is Cade Mohler. Project manager for the HLVRCD is Kelsey Siemer.

Method of Payment:

Payment will be for CEQA County Clerk Processing fee of \$50.00 plus \$3,000 for RCD staff time, not to exceed \$3,050.00.

Standard Provisions:

Exhibit A, containing standard provisions are included below and by this reference incorporated herein.

Execution:

Honey Lake Valley RCD

_____	_____	68-0003580
Mr. Jesse Claypool, RCD Chairman	Date	Tax ID#

Lassen Fire Safe Council, Inc.

_____	_____
Mr. Cade Mohler, Managing Director	Date

Standard Clauses
Exhibit A

Worker's Compensation Clause

Vendor agrees to comply with provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, before commencing the performance of the work under this Contract. Lassen Fire Safe Council, Inc. will make its contractors and subcontractors aware of this provision and determine that they have complied with it before commencing work on the project. Volunteer laborers are exempt from the worker's compensation provision of the California Labor Code.

National Labor Relations Board Clause

In accordance with Public Contract Code Section 10296, Lassen Fire Safe Council, Inc. declares under penalty of perjury that no more than one final, unappealable finding of contempt of court by a federal court has been issued against the Lassen Fire Safe Council, Inc. within the immediately preceding two-year period because of Lassen Fire Safe Council, Inc.'s failure to comply with an order of a federal court which orders Lassen Fire Safe Council, Inc. to comply with an order of the National Labor Relations Board.

Nondiscrimination Clause

During the performance of this Contract, Lassen Fire Safe Council, Inc., its contractors, and subcontractors shall not deny the Contract's benefit to any person on the basis of religion, color, ethnic group identification, sex, age, physical or mental disability, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, marital status, age (over 40), or sex. Lassen Fire Safe Council, Inc. shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Lassen Fire Safe Council, Inc., its contractor, and subcontractor shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.) and the regulations promulgated thereunder (California Administrative Code, Title 2 Sections 7285.0 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Government Code Section 11135-11139.5), and the regulations or standards adopted by the awarding State agency to implement such article.

Lassen Fire Safe Council, Inc., its contractors, and subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

Lassen Fire Safe Council, Inc. shall include the nondiscrimination and compliance provision of this clause in all subcontracts to perform work under the Contract.

Lassen Fire Safe Council, Inc., its contractors, and subcontractors shall permit access by representatives of the Department of Fair Employment and Housing and the awarding State agency, upon reasonable notice, at any time during the normal business hours, but in no case less than 24 hours notice, to such of its books, records, accounts, other sources of information, and its facilities as said Department or Agency shall require to ascertain compliance with this clause. The Lassen Fire Safe Council, Inc.'s signature on this contract shall constitute a certification under the penalty of perjury under the laws of the State of California that the Lassen Fire Safe Council, Inc. has, unless exempted, complied with the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Code of Regulations Section 8103.

Hold Harmless

The Vendor and Landowner agree to mutually save harmless, Landowners and Vendor, their agents or employees and to hold the same free and harmless from any and all claims, demands, damages, losses, costs, expenses or liability due or incident to, either in whole or in part, and whether directly or indirectly, related to the project resulting from any and all contractors, subcontractors, materialmen, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Landowner or Vendor in the performance of this contract, except all claims due to willful negligence or fraud. The hold harmless damages shall include damages from floods, fires or other Acts of Nature, as well as, any upstream or downstream effects.

Compliance With Laws, Regulations, Permit Requirements

The Lassen Fire Safe Council, Inc. shall at all times comply with, and require its contractors and subcontractors to comply with, all applicable federal and State laws, rules and regulations, permit and all applicable local ordinances, specifically including but not limited to environmental, procurement and safety laws, rules, regulations, permits and ordinances.

Successors and Assigns

This Contract and all of its provisions shall apply to and bind the successors and assigns of the parties hereto. No assignment or transfer of this Contract or any part hereof, rights hereunder or interest herein by the Lassen Fire Safe Council, Inc. shall be valid unless and until it is approved by the Landowners and made subject to such reasonable terms and conditions as the Landowners may impose.

Audit Requirement

Pursuant to Government Code Section 10532, the contracting parties shall be subject to the examination and audit of the State and the State Auditor General for a period of three years after final payment under this Contract with respect to all matters connected with the performance of this Contract, including but not limited to the cost of administering this Contract. All records of the Lassen Fire Safe Council, Inc. shall be preserved for this purpose for at least three years after completion of the project.

Remedies Not Exclusive

The use by either party of any remedy specified herein for the enforcement of this Contract is not exclusive and shall not deprive the party using such remedy of, or limit the application of, any other remedy provided by law.

Amendments

This Contract may be amended at any time by mutual agreement of the parties, except insofar as any proposed amendments are in any way contrary to applicable law. Requests by the Lassen Fire Safe Council, Inc. for amendments must be in writing stating the amendment request and the reason for the request.

Waiver of Rights

It is the intention of the parties hereto that from time to time either party may waive any of its rights under this Contract unless contrary to law. Any waiver by either party hereto of rights arising in connection with this Contract shall not be deemed to be a waiver with respect to any other rights or matters.

Notices

All notices that are required either expressly or by implication to be given by one party to the other under this Contract shall be signed for the Lassen Fire Safe Council, Inc. and for the Landowners by such officers as from time to time may be authorized in writing to so act. All such notices shall be deemed to have been given if delivered personally or if enclosed in a properly addressed, postage paid envelope and deposited in a United States Post Office for delivery by registered or certified mail.

Invoicing

Payment for services and work under this contract shall be made by LFSC for those costs that are in compliance with the cost principles of **LFSC CEQA Grant**

Invoices for work completed shall contain the following to be considered for payment by LFSC:

a) Invoice:

- i. Project Identifier. The Grant name, agreement number, or abbreviated agreement number (**CEQA**);
- ii. Name, address and phone number of company or individual submitting the invoice;
- iii. Date of the invoice;
- iv. Description of services performed in direct support of contracted activity
- v. Time period of services performed (**start and end date**);
- vi. Costs for services (rate per unit performed);
- vii. Total amount due;

HONEY LAKE VALLEY RESOURCE CONSERVATION DISTRICT
SUSAN RIVER WATERMASTER
RULES AND REGULATIONS

JANUARY 2016

Approved at January 27, 2016 RCD Board Meeting

Amended 2/2019, 2/2020, 6/2020, 02/2024

TABLE OF CONTENTS

ARTICLE I GENERAL PROVISIONS

1.0	Title	4
1.1	Definitions	4
1.2	Rules of Construction	5
1.3	Consistency with Judgment	5
1.4	Amendment of Rules	5
1.5	Repeal of Existing Rules and Regulations..	6

ARTICLE II ADMINISTRATION

2.0	Principal Office..	6
2.1	Records	6
2.2	Regular Meetings	6
2.3	Special Meetings	6
2.4	Adjournment	6
2.5	Public Meetings/Hearings..	6
2.6	Confidential Sessions..	6
2.7	Notices	7
2.8	Quorum	7
2.9	Voting Procedures	7
2.10	Conflict of Interest	7
2.11	Minutes	8
2.12	Rules of Order	8
2.13	Compensation	8
2.14	Employment of Experts and Agents.	8
2.15	Appointment of Deputy Watermaster.	8
2.16	Investment of Funds	9
2.17	Borrowing	9
2.18	Contracts	9
2.19	Cooperation with Other Agencies.	9
2.20	Annual Administrative Budget	9
2.21	Annual Report.	9
2.22	Studies.	9
2.23	Demonstrated CEQA Compliance	9
2.24	Notice of Litigation	9
2.25	Defense of Judgment	9
2.26	Written Reports.	9
2.27	Interventions	9

ARTICLE III WATER ADVISORY COMMITTEE

3.0	Purpose	10
3.1	Creation	10
3.2	Members	10
3.3	Term of Office.	10
3.4	Officers	10
3.5	Regular Meetings.	10

3.6	Special Meetings.	10
3.7	Conduct of Meetings.	10
3.8	Powers	11
ARTICLE IV MONITORING		
4.0	Scope.	11
4.1	Waterflow Measuring Devices	11
4.2	Additional Devices	11
ARTICLE V BUDGET, APPORTIONMENT AND COLLECTION		
5.0	Scope	11
5.1	Budget	11
5.2	Statement	12
5.3	Service and Filing.	12
5.4	Objections	12
5.5	Hearing	12
5.6	Certification and Collection	12
ARTICLE VI DISPUTE PROCEDURES		
6.0	Purpose	13
6.1	Complaint	13
6.2	Copy of Dispute Procedures.	13
6.3	Informal Dispute Resolution.	13
6.4	Watermaster Board	14
6.5	Failure to Appeal	14
6.6	Conduct of Hearings	14
6.7	Notice.	14

ARTICLE I

GENERAL PROVISIONS

1.0 Title. This document shall be known and may be referred to as the “Honey Lake Valley Resource Conservation District- Susan River Watermaster Rules and Regulations” adopted pursuant to the Order Granting Petition For Substitution Of Susan River Watermaster and Modifying Decree Case No. 4573.

1.1 Definitions. As used in these Rules and Regulations, these terms, including any grammatical variations thereof shall have the following meanings.

(a) “Advisory Committee” means the Water Advisory Committee as set forth in ARTICLE III.

(b) “CEQA” means the California Environmental Quality Act, Public Resources Code Sections 21000 et seq; 14 California Code of Regulations 15000 et seq.

(c) “Complainant” means a party to the Judgment that files a Complaint pursuant to ARTICLE VI.

(d) “Complaint” means an objection to an action, omission, or decision of the Watermaster filed pursuant to the provisions of ARTICLE VI.

(e) “Court” means the court exercising continuing jurisdiction under the Judgment.

(f) “Decisionmaker” means a body or committee designated by the Watermaster Board pursuant to these Rules and Regulations to consider and hear a Complaint.

(g) “Deputy Watermaster” means the Person designated as such by the Watermaster Board pursuant to section 2.15

(h) “Farm Bureau” means the Lassen County Farm Bureau, a California corporation.

(i) “Judgment” means the Judgment filed April 18, 1940, in Lassen County Superior Court Decree Case No. 4573 as modified by the July 31, 2007 Order Granting Petition For Substitution Of Susan River Watermaster And Modifying Decree Case No. 4573.

(j) “Person” means any individual, partnership, corporation, limited liability company, business trust, joint stock company, trust, unincorporated association, joint venture, governmental authority, water district and other entity of whatever nature including but not limited to the State of California and the Department of Water Resources.

(l) “Rules and Regulations” means these Honey Lake Valley Resource Conservation District, Susan River Watermaster Rules and Regulations as authorized pursuant to the Order Granting Petition For Substitution Of Susan River Watermaster and Modifying Decree Case No. 4573 and as they may be amended from time to time.

(m) “Service Area” means the Susan River Watermaster Service Area.

(n) “User Area” means a user area of the Service Area. The five User Areas are the Upper Susan River (Diversion 54 and above (i.e. Schedule 4 and Schedule 5 priority 1 and 2; Lassen Irrigation Company Lower Susan River (Diversion 55 and below (i.e. Schedule 5 priority 3), Baxter Creek, and Willow Creek.

(o) “Watermaster” means the Honey Lake Valley Resource Conservation District, including the Watermaster Board, all Decisionmakers and its agents, employees, and designees.

(p) “Watermaster Board” or “Board” means the Board of Directors of the Honey Lake Valley Resource Conservation District.

1.2 Rules of Construction.

(a) Unless the context clearly requires otherwise:

(i) The plural and singular forms include the other;

(ii) “Shall,” “will,” and “must” are each mandatory;

(iii) “may” is permissive;

(iv) “or” is not exclusive; and

(v) “includes” and “including” are not limiting.

(b) The masculine gender shall include the feminine and neuter genders and vice versa.

(c) Reference to any agreement, document, instrument, or report means such agreement, document, instrument or report as amended or modified and in effect from time to time in accordance with the terms thereof.

(d) Except as specifically provided herein, reference to any law, statute, ordinance, regulation or the like means such law as amended, modified, codified or reenacted, in whole or part and in effect from time to time, including any rules and regulations promulgated thereunder.

1.3 Consistency with Judgment. These Rules and Regulations shall be construed consistent with the Judgment. In the event of a conflict between these Rules and Regulations and the Judgment, the Judgment shall prevail.

1.4 Amendment of Rules. These Rules and Regulations may only be amended by the Watermaster Board.

1.5 Repeal of Existing Rules and Regulations. Watermaster's existing Rules and Regulations, any Watermaster ordinance, resolution, policy or procedure in conflict with these Rules and Regulations and the prior by-laws of the Water Advisory Committee shall be repealed upon the adoption of these Watermaster Rules and Regulations.

ARTICLE II

ADMINISTRATION

2.0 Principal Office. The principal office of the Watermaster shall be the USDA Service Center, located at 170 Russell Avenue, Suite C , Susanville, California, 96130, or at such other location or locations as may be designated by Watermaster Resolution and filed with the Court.

2.1 Records. The minutes of Watermaster Board meetings shall be open to inspection and maintained at the principal office. Copies of minutes may be obtained upon payment of the duplication costs thereof. Copies of other records may be obtained on the payment of duplication costs thereof and pursuant to Watermaster policy and any applicable law.

2.2 Regular Meetings. Regular meetings shall be held at the principal office of the Watermaster pursuant to Watermaster policy at such time(s) as may be contained in the necessary notice(s) thereof. The Watermaster Board shall ensure all regular meetings are conducted in accordance with the applicable provisions of the Ralph M. Brown Act ("Brown Act" Gov. Code, §§ 54950 *et seq.*)

2.3 Special Meetings. Special meetings may be called at any time by a majority of the Watermaster Board by delivering notice thereof at least twenty-four (24) hours before the time of such meeting. The Watermaster Board shall ensure all regular meetings are conducted in accordance with the applicable provisions of the Brown Act.

2.4 Adjournment. Any meeting may be adjourned to a time and place specified in the order of adjournment. Less than a quorum may so adjourn from time or time. A copy of the order or notice of adjournment shall be conspicuously posted forthwith on or near the door of the place where the meeting was held.

2.5 Public Meetings/Hearings. All meetings, whether regular or special, shall be open to the public unless they are properly designated as a confidential session. Whenever a public hearing shall be required therein, written notice of such public hearing containing the time, date and place of the public hearing, together with the matter to be heard, shall be given to all parties to the Judgment and any person who requested, in writing, notice of such meeting, at least ten (10) days prior to the public hearing. At the public hearing, evidence shall be taken with regard to only the matters noticed, unless a sufficient urgency shall exist to the contrary, and full findings and decisions shall be issued and made available for public inspection. Notwithstanding this section, the provisions of ARTICLE VI shall control when applicable.

2.6 Confidential Sessions. The Watermaster Board may hold confidential sessions when authorized by and in compliance with the Brown Act. Minutes shall not be taken for confidential

sessions of the Watermaster Board, but a confidential memorandum shall be prepared to describe attendance and votes on decisions.

2.7 Notices. Notices shall be given in writing to all parties to the Judgment and each such person who has requested notice in writing, and shall specify the time and place of the meeting and the business to be transacted at the meeting. Notice may be provided by either facsimile or electronic mail delivery if the party so consents to such delivery. Delivery of notice shall be deemed made on the date personally given or within forty-eight (48) hours of deposit thereof in the United States mail, first class, postage prepaid, addressed to the designee and at the address in the last designation filed by such person. Watermaster will maintain a current list of the names and addresses of all parties to the Judgment.

2.8 Quorum. A majority of the Watermaster Board acting as the Watermaster shall constitute a quorum for the transaction of the affairs or business.

2.9 Voting Procedures. Only action by affirmative vote of a majority of the members of the Watermaster Board present and acting as Watermaster shall be effective. All actions may be adopted by a voice vote, but upon demand of any member of the Board acting as the Watermaster, the roll shall be called and the ayes and noes recorded in the minutes of the proceedings. Every member of the Board acting as Watermaster in attendance, unless disqualified by reason of an opinion of the Watermaster counsel that the member of the Board has a conflict of interest, shall be required to vote.

2.10 Conflict of Interest. Watermaster is an interest-based governing structure in which various interests must be represented in decision-making. It is expected and preferred that each interest be allowed to participate in Watermaster decisions except as provided in this Rules and Regulations. Each member of the Watermaster Board or any Decisionmaker shall vote on matters before the Board or any Decisionmaker unless that member has a conflict of interest pursuant to this Rule or applicable law. No member of the Watermaster Board or any Decisionmaker may vote, participate in meetings or hearings pertaining to, or otherwise use his or her position to influence a Watermaster decision in which he knows or has reason to know he has both a direct personal and financial interest.

(a) Subject to the qualification provided for in section 2.10(b) herein, a member of the Watermaster Board or any Decisionmaker is deemed to have a direct personal and financial interest in a decision where it is reasonably foreseeable that the decision will have a material effect on the Watermaster member, members of his or her immediate family, or the Watermaster member's other business, property, and commercial interests.

(b) To be classified as a direct personal and financial interest, the particular matter must be distinguishable from matters of general interest to the public or party to the Judgment, which the Watermaster member has been appointed to represent on the Watermaster Board or any Decisionmaker. The member must stand to personally gain discrete and particular advantage from the outcome of the decision beyond that generally realized by any other person or the interests he or she represents. Moreover, Watermaster representatives are expressly intended to act in a representative capacity for their constituents. A member of the Watermaster Board or any Decisionmaker shall not be considered to have a discrete and particular financial advantage

unless a decision may result in their obtaining a financial benefit that is not enjoyed by any other person. In those instances where the member of the Board or any Decisionmaker shall not be considered to have a discrete and particular financial advantage unless a decision may result in their obtaining a financial benefit that it not enjoyed by any other person. In those instances where the Board member or Decisionmaker member does have a designated alternate and the Board or Decisionmaker member with the identified conflict of interest may address the Board or Decisionmaker or participate in the hearing or meeting as a party to the Judgment.

(c) This section 2.10 does not purport to authorize or permit any person to participate in any meeting or hearing where doing so would violate applicable law.

2.11 Minutes. The secretary of the Watermaster Board or designee shall cause the preparation and subscription of the minutes of each meeting and make available a copy thereof to all parties to the judgment and each person who has filed a request for copies of all minutes or notices in writing in accordance with applicable law. The minutes shall constitute notice of all actions therein reported. Unless a reading of the minutes is ordered by a majority of the members of the Board acting as the Watermaster, minutes may be approved without reading.

2.12 Rules of Order. Except as provided herein, the procedures of the conduct of any meeting shall be governed by the latest revised edition of Roberts' Rules of Order. Strict compliance with such rules is not required as they are intended to be a guide for the conduct of any meeting. Failure to strictly comply with these rules shall not affect the jurisdiction or invalidate any action taken at a meeting that is otherwise in conformity with these Rules and Regulations and applicable law.

2.13 Compensation. Members of the Watermaster Board or any Decision maker shall not receive any stipend, compensation, payment, or reimbursement of any type for attendance at meetings, regular or special, or for mileage to attend meetings, regular or special.

2.14 Employment of Experts and Agents. Watermaster may employ or retain such administrative, engineering, geologic, accounting, legal or other specialized personnel or consultants as it may deem appropriate and shall require appropriate bonds from all officers and consultants handling Watermaster funds. Watermaster may maintain records for purposes of allocating costs as may be necessary or advisable. No member of any Decisionmaker may be employed or compensated by Watermaster may be employed or compensated by Watermaster for professional or other services rendered to such committee or to Watermaster other than provided in section 2.13 above.

2.15 Appointment of Deputy Watermaster. Pursuant to Water Code section 4002 and the Judgment, the Watermaster Board may employ or retain an employee, consultant or other person as a Deputy Watermaster. The Deputy Watermaster may exercise any duty or authority vested in the Watermaster as authorized by the Watermaster Board and permitted by the Judgment and applicable law. Upon the appointment of a Deputy Watermaster, the Watermaster Board shall file a notice of such appointment with the Court as required by the Judgment. The Deputy Watermaster shall serve at the pleasure of the Watermaster Board.

2.16 Investment of Funds. Watermaster Board may hold and invest all Watermaster funds in investments authorized from time to time for public agencies of the State of California, taking into account the need to increase the earning power of such funds and to safeguard the integrity thereof.

2.17 Borrowing. Watermaster may borrow from time to time, amounts not to exceed the annual anticipated receipts of Watermaster during such year.

2.18 Contracts. Watermaster may enter into contracts and agreements for the performance of any of its powers pursuant to the Judgment.

2.19 Cooperation with Other Agencies. Watermaster may act jointly or cooperate with agencies of the United States of America, and the State of California or any political subdivisions, municipalities, districts or any person to the end that the purpose of Judgment may be fully and economically carried out.

2.20 Annual Administrative Budget. Watermaster shall prepare and adopt an annual administrative budget pursuant to the procedures set forth in ARTICLE V.

2.21 Annual Report. Watermaster shall prepare and lodge with the Court by January 1st of each year an annual report of its activities for the prior fiscal year.

2.22 Studies. Watermaster may undertake relevant studies of hydrological conditions, both quantitative and qualitative, and operating aspects of the implementation of the Judgment.

2.23 Demonstrated CEQA Compliance. Watermaster shall not approve any request made under the Judgment or these Rules and Regulations where the proposed action also constitutes a “project” within the meaning of CEQA unless the Watermaster finds that the person requesting Watermaster approval has demonstrated CEQA compliance.

2.24 Notice of Litigation. Watermaster shall provide reasonable notice to the parties to the Judgment of any existing litigation affecting the Watermaster or that challenges the legality, validity, or enforceability of the Judgment, the Rules and Regulations, or any decision of the Watermaster made pursuant to these Rules and Regulations.

2.25 Defense of Judgment. Watermaster shall reasonably defend the Judgment, these Rules and Regulation and any decision of the Watermaster made pursuant to these Rules and Regulations against challenges brought by any person who is not a party to the Judgment. Costs incurred by the Watermaster in defending such actions shall be considered a Watermaster general administrative expense. However, the State of California shall not be obligated to reimburse the Watermaster for any legal or administrative costs incurred in such defense.

2.26 Written Reports. All reports required to be provided by Watermaster under these Rules and Regulations shall be provided in written form unless the context requires otherwise.

2.27 Interventions. Watermaster will receive and make recommendations regarding petitions for intervention and accumulate them for filing with the Court from time to time.

ARTICLE III

WATER ADVISORY COMMITTEE

3.0 Purpose. The purpose of this Article is to prescribe the terms and conditions by which the business and affairs of the Advisory Committee shall be managed.

3.1 Creation. The Advisory Committee shall be a standing committee of the Watermaster charged with assisting the Watermaster Board in enforcing the Judgment as set forth in these Rules and Regulations.

3.2 Members. The membership of the Advisory Committee shall consist of seven (7) members as follows:

(a) Five (5) members to be appointed by a majority vote of the Watermaster Board with input from the water users for their respective User Areas. **While preference will be given to have one (1) representative per User Area, the Watermaster Board may appoint users from any User Area to fill a vacant position.** ~~Each of these members shall be appointed from and represent a User Area;~~

(b) One (1) member of the Watermaster Board appointed by a majority vote of the Board; and

(c) One (1) member appointed by the Farm Bureau appointed by a majority vote of the Board.

(d) To be considered for WAC membership an application, form E-W3, for appointment or re-appointment must be completed and submitted to the Watermaster Board.

3.3 Term of Office. Members of the Advisory Committee appointed pursuant to section 3.2(a) shall serve four (4) year terms. All other members may be removed from office by their appointing authority at any time for any or no reason.

3.4 Officers. The members of the Advisory Committee shall elect a Chairperson and Vice-Chairperson annually at their first meeting one or after January 1st of each year. No member shall hold office of Chairperson or Vice-Chairperson for more than two (2) consecutive years. The Chairperson or Vice-Chairperson may be removed from office and relieved of duties by a majority vote of the membership of the Advisory Committee.

3.5 Regular Meetings. The Advisory Committee shall meet monthly during irrigation season for the first year on the second Thursday of each month. After the first year the Chairperson shall call a meeting as needed. The time and location of such meetings shall be determined by the Advisory Committee.

3.6 Special Meetings. The Chairperson or a majority of the members of the Advisory Committee may call a special meeting of the Advisory Committee as necessary to conduct Advisory Committee business.

3.7 Conduct of Meetings. The Advisory Committee shall notice, conduct, and hold regular and special meetings in the same manner and pursuant to the same procedures as the Watermaster Board as set forth in ARTICLE II, except as expressly modified by this Article.

3.8 Powers. The Advisory Committee shall have the following powers:

- (a) Assist the Watermaster Board in evaluating the performance of Watermaster staff as requested by the Board;
- (b) Assist the Watermaster Board in preparing the annual report pursuant to section 2.21;
- (c) Assist the Watermaster Board in preparing the annual budget and statement pursuant to sections 5.1 and 5.2; and
- (d) Assist the Watermaster Board as otherwise requested.

ARTICLE IV

MONITORING

4.0 Scope. Watermaster may implement and conduct monitoring programs and activities as necessary to enforce the Judgment and these Rules and Regulations.

4.1 Waterflow Measuring Devices. Watermaster may utilize staff gauges and electronic gauging stations previously installed by the Department of Water Resources within the Service Area in furtherance of its monitoring activities.

4.2 Additional Devices. Watermaster may direct, install or construct additional monitoring devices within the Service Area as necessary to administer and enforce the Judgment and these Rules and Regulations. Pursuant to applicable law, the Watermaster may require any owner of any reservoir in the Service Area to construct and maintain monitoring devices above and below the reservoir. The failure of any owner of any reservoir in the Service Area to comply with this section may result in the Watermaster opening the outlet of such reservoir pursuant to the applicable provisions of Water Code section 4126.

ARTICLE V

BUDGET, APPORTIONMENT AND COLLECTION

5.0 Scope. This Article sets forth the Watermaster's rules and procedures for adopting an annual budget and apportioning the budgeted amount among the applicable water right holders within the Service Area.

5.1 Budget. Before June 1st of each year, the Watermaster shall prepare and adopt a proposed budget showing the amount of money estimated to be necessary to pay the costs of enforcing and administering the Judgment and these Rules and Regulations. This budget shall include the following:

- (a) The proposed distribution of water among the applicable water rights holders;
- (b) Expenses incurred in furtherance of its activities under the Judgment and these Rules and Regulations for which funds were not available;
- (c) The cost of preparing the annual report pursuant to section 2.21.
- (d) A reasonable estimate for contingencies or to establish a working capital reserve, if necessary; and
- (e) Any other anticipated costs of administering and enforcing the Judgment and these Rules and Regulations.

5.2 Statement. In conjunction with the proposed annual budget, the Watermaster shall prepare and adopt an annual statement apportioning the amount of the budget among the applicable water rights holders. The proposed apportionment shall comply with the Judgment and applicable law, including, but not limited to, Water Code sections 4251 to 4254.

5.3 Service and Filing. The proposed budget and statement shall be served by mail on the water rights holders within the Service Area and filed with the Court before June 15th of each year.

5.4 Objections. Any objections to the budget or apportionment must be filed with the Court within fifteen (15) days of service by mail on the water rights holders. Failing to object within the time set forth in this section shall waive the ability to do so. The time to object or otherwise respond shall not be extended by the provisions of Code of Civil Procedure section 1013. Objections to the apportionment shall be:

- (a) Limited to whether the proposed apportionment is consistent with the Judgment and the methodology set forth in Water Code sections 4251 to 4254; and
- (b) Set for hearing before the Court in the manner provided for a noticed motion with notice to be given to the Watermaster and to each water right holder who be affected in any manner by the objection.

5.5 Hearing.

- (a) In the event no timely objection is lodged, the budget and statement shall be deemed approved by the Court without further hearing.
- (b) To ensure the Watermaster is able to timely certify apportionments pursuant to section 5.6, any objections to the proposed budget or apportionment shall be heard and decided by the Court by August 10th. If an objection is not heard and decided by August 10th, the current fiscal year budget and apportionment shall be unaffected and the results of the objection, if any, shall be reflected in the next fiscal year budget and apportionment.

5.6 Certification and Collection. The Watermaster Board shall, on or before August 15th of each year, certify to the Lassen County Auditor and the Lassen County Board of Supervisors the

amount required in order to pay the apportionment for the ensuing fiscal year, to be levied on the land used in storage or diversion, conveyance or distribution of water stored or diverted under the right and the land on which the water is, or is entitled to be used. Levies shall be collected on the regular property tax bills of all affected water rights holders.

ARTICLE VI

DISPUTE PROCEDURES

6.0 Purpose. This Article sets for the general Watermaster rules and procedures for administratively adjudicating requests, disputes, and complaints arising from any action, omission, or decision of the Watermaster, excepting those arising under ARTICLE V. It is the Policy of the Watermaster Board that every dispute results in the appropriate response consistent with the relative significance of each complaint to ensure the most efficient and effective use of available resources.

6.1 Complaint. If a water user is unable to resolve an issue with the Deputy Watermaster, then that water user may file a Complaint objecting to or otherwise disputing the action, omission, or decision of the Deputy Watermaster regarding the implementation of water distribution and reporting of the Judgment or such in administration of the Service Area within thirty (30) days of the action, omission, or decision. Complainant shall provide to the Watermaster Board, on a form prepared by the Watermaster Board (E5100), the following information:

- (a) The disputed action, omission, or decision of Watermaster staff, agent or designee, including, but not limited to, the Deputy Watermaster;
- (b) The grounds or basis for the Complaint, including copies of any reports, charts, maps, and other documentation; and
- (c) The Complainant's requested relief.

Go to www.honeylakevalleyrcd.us to view and/or download Form E5100

6.2 Copy of Dispute Procedures. Upon receipt of the Complaint, the Watermaster shall provide the Complainant with an electronic email notice of the Watermaster's dispute procedures as set forth in this Article. If Complainant is unable to receive electronic delivery, then notice shall be sent via USPS, in writing to the Complainant within five (5) days of the receipt of Complaint.

6.3 Dispute Resolution. Upon the Watermaster Board's receipt and review of a Complaint, on a Water Rights Dispute/Complaint Form E5100, it will be; (1) Dismissed without further action and an explanation will be sent to the complainant via USPS return receipt, or (2) Forwarded to the WAC Board Chairperson to be considered by the WAC, at a public hearing, within ten (10) business days from the date the complete Water Rights Dispute/Complaint Form E5100 was received.

- (a) If another water rights holder, by name or point of diversion, is identified by Complainant on Water Rights Dispute/Complaint Form E5100, shall be notified by the Watermaster via an electronic email of the complaint. The Watermaster shall include with the notice a copy of the complaint (Water Rights Dispute/Complaint Form E5100), Watermaster's

dispute procedure as set forth in this article and the date-time-place of the WAC public hearing and of the Watermaster Board if applicable. If unable to receive electronic delivery, the notice shall be sent via USPS.

(b) The final decision by the WAC at the public hearing will be delivered as an electronic email to the Complainant and any other water right holder identified by name or point of diversion on Complainants Water Rights Dispute/Complaint Form E5100. If the Complainant or water rights holder is unable to receive electronic delivery, then the notice shall be sent via USPS, in writing to the Complainant.

(c) If the Complainant is not satisfied with the WAC decision and wishes to proceed with the process, he or she shall file a written notice of appeal with the Watermaster within seven (7) days of receipt of the WAC decision.

6.4 Watermaster Board. On receipt of a notice of appeal regarding a WAC decision, the Watermaster Board shall schedule a public hearing regarding the matter. The public hearing shall be conducted during a regular meeting or a special meeting called for that purpose. In no event shall the Watermaster Board commence the public hearing regarding the appeal more than ninety (90) days from the date of the notice of appeal. The Watermaster shall provide the Complainant with at least five (5) days prior notice via electronic email or registered mail, of the date, time, and location of the hearing. The Watermaster Board may continue the public hearing from time to time, including, but not limited to, continuing the hearing for a reasonable time to obtain a legal or technical opinion. At the conclusion of the public hearing, the Watermaster Board shall consider and decide the Complaint. The decision of the Watermaster Board shall be considered the Watermaster's final decision regarding the Complaint. The Complainant may appeal this decision to the Court within thirty (30) days of the Watermaster Board's decision.

6.5 Failure to Appeal. Any Complainant that fails to appeal any decision of the Watermaster within the applicable deadlines as set forth in this Article shall be deemed to have waived its right to do so.

6.6 Conduct of Hearings. Any public hearing regarding a Complaint shall be conducted pursuant to the following procedures:

(a) Watermaster staff shall first present evidence of the basis for the Watermaster's decision. Upon the conclusion of the Watermaster staff's presentation, the Complainant shall then have the opportunity to present evidence supporting the modification or reversal of the Watermaster's decision.

(b) The Complainant or Watermaster staff may present witnesses, documents, and exhibits. The Watermaster Board or Decisionmaker shall not be bound by formal rules of evidence and will control the hearing, reserving the power to exclude testimony or exhibits deemed irrelevant.

(c) Any other water rights holder noticed according to 6.3(a) may present evidence, witnesses, documents, and exhibits to support or oppose the Watermaster's decision or to verify or refute the complaint at any public hearing of the WAC or Watermaster Board they are a party too.

(d) The Watermaster Board or Decisionmaker shall ensure that an adequate and appropriate record of the hearing is kept. Any party, at that party's sole expense, may have a court reporter present at the hearing.

(e) At the conclusion of the hearing, the Watermaster Board or Decisionmaker may uphold, modify, or reverse the Watermaster's decision.

6.7 Notice. Any notice provided to a Complainant pursuant to this Article shall be provided in accordance with section 2.7.

rules and regs – NOVEMBER 2015 – approved at November 18, 2015 meeting – Reso 2015-06

Honey Lake Valley RCD District Manager Report

Andrea Stuemky and Kelsey Siemer - District Manager(s)

January 25th, 2024

RCD Administration:

- Bookkeeping
 - Monthly Reports (attached here)
 - All debit cards associated with US Bank accounts have been deactivated.
- Audit
 - Held
- Health Insurance Coverage for Employees
 - Starts February 1, 2024!
- Andrea's Timeline
 - Leave / resignation coming February / March 2024

Watermaster:

- WAC
 - Annual Usage Report filed
 - Tonight's vote to approve changes to Rules and Regulations regarding open vacancies on the WAC
- Tonya is attending a water measurement course January 30th - February 1st in Chico.

Grant Updates:

- **DWR: Urban and Multi-benefit Drought Relief Grant Program - Old Channel Project**
 - Held a meeting with DWR, J-U-B, and RCD to discuss how to streamline invoicing issues, hopefully resolving some communication errors.
 - M.A. Stiener is working, delay in schedule, but hoping to make up some time as the weather holds off.
 - Jack and Bore under 36/Main Street is in progress. Pipe is being installed behind Comfort Inn currently.
 - No major construction issues have arisen, as issues have been identified, J-U-B and Steiner have resolved with input from RCD.
- **DWR: Lahontan Basin IRWM Implementation - Round 1 and 2**
 - Round 1: Lead Admin Agency for City of Susanville
 - Approved agreement with CoS for all remaining administrative costs.
 - DWR sent our draft amendment back for changes. Significant hold ups on invoicing because of DWR internal processes.
 - Round 2:
 - Can not be finalized until Round 1 agreement is amended.
- **DOC: Susanville Ranch Park - Riparian Corridor and Working Lands Restoration**
 - Extension granted through 3/1/2025 to accommodate CEQA timeline
 - Signage will be finished soon and should be installed this summer.

- Timber work is still left to complete.
- **USFS: Post Fire Recovery - Sheep, Hog and Dixie Fire Scars**
 - Mostly stalled until tree planting (2025)
 - Trees are ordered and paid for!
 - Catherine is spending her time focusing on CEQA training, applying for Grants, partnering with LFSC for support, and possibly taking on some other projects.
- **NACD: TA2022**
 - Andrew is working on TA projects while Tiffany is on maternity leave.
 - Submitted Q4 Report, grant close-out is soon.
- **SNC: Modoc RCD Capacity Building**
 - Received payment for first invoice (2023 Q3). Submitted second (Q4) invoice January 8th.
 - CARCD Conference costs to be reimbursed. Remainder of the budget will be spent on CEQA capacity building opportunities.
- **CalRecycle: Farm and Ranch Solid Waste Cleanup and Abatement Grant - Minch FR77**
 - Dave Schroeder finished the Minch site work!
 - Invoiced CalRecycle 11/20/2023, waiting on first payment then will submit second invoice.
- **Watershed Coalition: Lassen PBA**
 - Budget and agreement amendment in the works.
- **NRCS: CARCD Underserved Farmers and Ranchers**
 - Tiffany (Point Blue), Kelsey, and Andrea completed all of the deliverables, final quarterly reporting submitting.
 - Presenting to CARCD and other sub-awardees on February 6th.
- **CAL FIRE Workforce Development Grant:**
 - Applied for in March, funds are now available for the trainings we requested
 - Further discussions need to follow with CARCD and Catherine about which trainings we will utilize

Looking Forward to 2024!

- Strategic Plan update - *in the works!*
- Mid-Year Budget Review and possible Old Channel Update presentation at next meeting