



**PUBLIC NOTICE**  
**Board Meeting of the:**  
**Honey Lake Valley Resource Conservation District**  
**1516 Main Street**  
**Susanville, CA 96130**  
**(530) 260-0067**  
Attachments available 02/23/26 at [www.honeylakevalleyrzd.us](http://www.honeylakevalleyrzd.us)

**Date: Thursday, February 26th, 2026**  
**Location: 1516 Main Street, Susanville CA 96130**  
**AND Via Zoom:**  
**Meeting ID: 824 0571 7002, Passcode: 935283, Phone: +16694449171**

Teleconference Participants:

The following Director(s) will participate in the Board Meeting via teleconference at the locations listed:  
Chairman, Jesse Claypool, Hotel Abrego, 755 Abrego, St. Monterey, CA 93940 and Secretary/Treasurer, Laurie Tippin, Kings' Land Waikoloa, 69-699 Waikōloa Beach Dr, Waikoloa Village, HI 96738 (Gov. Code, § 54953(b).)

**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 HLVRCDC leadership & organizational capacity.*

**III. PUBLIC COMMENT**

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

**IV. ADJOURNMENT TO CLOSED SESSION**

- A. CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION, (Paragraph (1) of subdivision (d) of Section 54956.9) Name of case: M.A. STEINER CONSTRUCTION, INC. v. HONEY LAKE VALLEY RESOURCE CONSERVATION DISTRICT, et al., Sacramento Superior Court Case No. 26CV000157

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

**V. RETURN TO OPEN SESSION**

**VI. CONSENT ITEMS –**

- A. Correspondence
- B. Financial Reports
- C. Meeting Minutes - 8/18/2025, 1/22/2026, 2/11/2026

*Tie to the Strategic Plan: Strategic Issue 1 – Build HLVRCD Leadership & Organizational Capacity.*

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

- A. Consideration and approval of Modoc Line Rail Trail Rehabilitation and Maintenance Project CEQA Notice of Exemption (attachment)

*Tie to the Strategic Plan: Strategic Issue 1 – Build HLVRCD Leadership & Organizational Capacity*

- B. Consideration and approval of contract for professional services with Carl Jackovich (attachment)

*Tie to the Strategic Plan: Strategic Issue 2 –Prioritize the Conservation Needs of the Community*

- C. Consideration and approval of contract for professional services with Cal Forest Nurseries (attachment)

*Tie to the Strategic Plan: Strategic Issue 2 –Prioritize the Conservation Needs of the Community*

- D. Consideration and approval of Mid-Year Budget Amendment (attachment)

*Tie to the Strategic Plan: Strategic Issue 1 – Build HLVRCD Leadership & Organizational Capacity*

- E. Discussion and direction to staff on updating policies associated with position recruitment & employee selection.

*Tie to the Strategic Plan: Strategic Issue 1 – Build HLVRCD Leadership & Organizational Capacity*

- F. Discussion and possible action on wage increases for all RCD staff

*Tie to the Strategic Plan: Strategic Issue 1 – Build HLVRCD Leadership & Organizational Capacity*

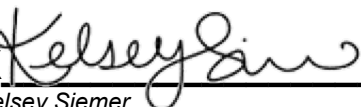
**VIII. REPORTS**

- A. District Manager Report – Siemer (attachment)
- B. Watermaster / WAC Report – Langston
- C. NRCS Report
- D. Unagendized reports by board members

**IX. ADJOURNMENT**

The next Honey Lake Valley RCD meeting will be **February 26th at 3:30 PM.** The location is 1516 Main Street, Susanville, CA.

*I certify that on Monday, February 23rd, 2026 agendas were posted as required by Government Code Section 54956 and any other applicable law.*

**X**   
Kelsey Siemer  
District Manager

# NOTICE OF CEQA EXEMPTION

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

**From:** Honey Lake Valley RCD  
1516 Main Street  
Susanville, CA 96130  
530-260-0067

**Date:** February 26, 2026

**Project Title:**

Lassen Land and Trails Trust Modoc Line Rail Trail Rehabilitation and Maintenance Project

**Project Location:**

The Project is located within four (4) segments of the Modoc Line Rail Trail (MLRT). The total length of the MLRT is approximately 85.5 miles from Wendel, California in Lassen County to 11.5 miles south of the City of Alturas in Modoc County. The total length of the four segments within the Project Area is approximately 40 acres.

**Project Description:**

The Project consists of maintenance, repair, and rehabilitation of existing segments (Segments 2, 4, 5, and 6) of the Modoc Line Rail Trail (MLRT) based on the 2024 trail condition assessment (Lumos 2025). Work includes routine trail maintenance, surface rehabilitation, drainage improvements, and minor repairs to existing culverts and bridges to maintain safe, functional use of the trail by existing user groups.

All project activities would occur entirely within the existing constructed railway prism (toe-of-slope to toe-of-slope) and within areas of existing disturbance. The Project would not create new areas of disturbance, expand the trail footprint, or intensify or expand existing or former uses of the rail trail.

Proposed activities include clearing and grubbing of vegetation within the existing trail corridor, minor grading and resurfacing of the unpaved trail surface, construction of limited pullouts where conditions allow, maintenance and repair of existing culverts, and minor rehabilitation of existing bridges, including replacement of deteriorated wingwalls and railings. Any temporary vegetation disturbed would be revegetated with native seed and mulch. Jurisdictional determinations and permits would be obtained as required for work within drainage features.

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

California Code of Regulations (CCR), Title 14, §15301 (Class 1) , which exempts existing facilities.

**Reasons Why Project is Exempt:**

The environmental review for the activities associated with the Modoc Line Rail Trail Maintenance & Rehabilitation Project concludes that Project implementation would have less than significant impacts in each environmental category.

## NOTICE OF CEQA EXEMPTION

Class 1 exemption (CCR Title 14, §15301) covers the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of use beyond that existing at the time of the lead agency's determination.

The Project involves maintenance, repair, and rehabilitation of existing trail segments, culverts, and bridges within the Modoc Line Rail Trail. All work occurs entirely within the existing constructed railway prism and previously disturbed areas and does not expand the trail footprint or change the nature or intensity of use. Proposed activities, including trail surface grading, culvert maintenance, bridge rehabilitation, clearing and grubbing of vegetation, and minor trail pullouts, maintaining the facility in its existing condition and use, consistent with the Class 1 exemption.

The Project does not create new areas of disturbance, increase trail capacity, or alter the existing use of the rail trail. Best Management Practices would be implemented to minimize erosion, sedimentation, and dust. The Project would not substantially affect scenic, biological, hydrological, or cultural resources. Based on the Project's scope and objective, the Honey Lake Valley Resource Conservation District (HLVRCD) has determined that this Project and its proposed implementation activities continue the operation and repair of existing facilities and therefore qualify for the CCR Title 14, §15301 exemption. Additional environmental analysis was conducted by environmental specialists to assess potential effects on special status plants and wildlife species and cultural resources. The HLVRCD has reviewed these analyses and determined that the Project's implementation will provide multiple benefits. The Project will not result in significant adverse impacts to endangered, rare, or threatened species or their habitats, nor are there hazardous materials at or near the site or generated from the Project. All known archaeological resources will be avoided. The Project will not result in cumulatively significant impacts and will have no significant adverse effect on the environment.

### **Public Agencies that will be involved with the project:**

Honey Lake Valley Resource Conservation District  
Lassen Land and Trails Trust

### **Lead Agency Contact Person:**

Kelsey Siemer, District Manager  
Honey Lake Valley Resource Conservation District  
530-260-0067



## **HONEY LAKE VALLEY RESOURCE CONSERVATION DISTRICT PROFESSIONAL SERVICES AGREEMENT**

This Agreement is made and entered into as of August 01, 2025 by and between Honey Lake Valley Resource Conservation District, a public agency organized and operating under the laws of the State of California ("District"), and Carl Jackovich, a contractor with its principal place of business at P.O. Box 4261 Yankee Hill, CA 95965 (hereinafter referred to as "Consultant"). District and Consultant are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

### **RECITALS**

A. District is in need of professional services for the following project:

#### **Conifer Cone Collection**

B. Consultant is duly licensed and has the necessary qualifications to provide such services.

C. The Parties desire by this Agreement to establish the terms for District to retain Consultant to provide the services described herein.

### **AGREEMENT**

#### **NOW, THEREFORE, IT IS AGREED AS**

#### **FOLLOWS:**

1. Services.

Consultant shall provide District with the services described in the Scope of Services attached hereto as Exhibit A ("Project" or "Services"). The "Property" is the real property upon which the Services are to be performed.

2. Compensation.

- a. Subject to paragraph 2(b) below, District shall pay for such services in accordance with the Schedule of Charges set forth in Exhibit B.
- b. In no event shall the total amount paid for services rendered by Consultant under this Agreement exceed the sum of \$70,000. This amount is to cover all printing and related costs, and District will not pay any additional fees for printing expenses. Periodic payments shall be made within 30 days of receipt of an invoice which includes a detailed description of the work performed. Payments to Consultant for work performed will be made on a monthly billing basis.

3. Additional Work.

If changes in the work seem merited by Consultant or District, and informal consultations with the other party indicate that a change is warranted, it shall be processed in the following manner: a letter outlining the changes shall be forwarded to District by Consultant with a

statement of estimated changes in fee or time schedule. An amendment to this Agreement shall be prepared by District and executed by both Parties before performance of such services, or District will not be required to pay for the changes in the scope of work. Such amendment shall not render ineffective or invalidate unaffected portions of this Agreement.

4. Maintenance of Records.

Books, documents, papers, accounting records, and other evidence pertaining to costs incurred shall be maintained by Consultant and made available at all reasonable times during the contract period and for four (4) years from the date of final payment under the contract for inspection by District.

5. Term

The term of this Agreement begins on the Effective Date and ends following the occurrence of a "mast event", as such event is agreed to by the parties, only after Carl Jackovich, Inc. completes collection of conifer cones pursuant to this Agreement. Notwithstanding the foregoing, either party may terminate this Agreement in accordance with the Termination provisions set forth in this Agreement.

6. Delays in Performance.

- a. Neither District nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; pandemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage or judicial restraint.
- b. Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

7. Compliance with Law.

- a. Consultant shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local government, including Cal/OSHA requirements.
- b. If required, Consultant shall assist District, as requested, in obtaining and maintaining all permits required of Consultant by federal, state and local regulatory agencies.
- c. If applicable, Consultant is responsible for all costs of clean up and/ or removal of hazardous and toxic substances spilled as a result of his or her services or operations performed under this Agreement.

8. Standard of Care; Performance of Employees

- a. Consultant's services will be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily

exercised by members of the profession currently practicing under similar conditions.

- b. Consultant's employees and subcontractors shall have sufficient skill and experience to perform the services assigned to them. Consultant represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the services, including a business license, and that such licenses and approvals shall be maintained throughout the term of this Contract. As provided for in the indemnification provisions of this Contract, Consultant shall perform, at its own cost and expense and without reimbursement from District, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-consultants who is determined by District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the services in a manner acceptable to District, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the services or to work on the Project.

9. Assignment and Subcontracting

Consultant shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of District, which may be withheld for any reason. Any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement. Nothing contained herein shall prevent Consultant from employing independent associates and subcontractors as Consultant may deem appropriate to assist in the performance of services hereunder.

10. Independent Contractor

Consultant is retained as an independent contractor and is not an employee of District. No employee or agent of Consultant shall become an employee of District. The work to be performed shall be in accordance with the work described in this Agreement, subject to such directions and amendments from District as herein provided.

11. Insurance. Consultant shall not commence work for District until it has provided evidence satisfactory to District it has secured all insurance required under this section. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required under this section.

a. Commercial General Liability

(i) The Consultant shall take out and maintain, during the performance of all work under this Agreement, in amounts not less than specified herein, Commercial General Liability Insurance, in a form and with insurance companies acceptable to District.

(ii) Coverage for Commercial General Liability insurance shall be at least as broad as the following:

(iii) Commercial General Liability Insurance must include coverage for the following:

- (1) Bodily Injury and Property Damage
- (2) Personal Injury/Advertising Injury
- (3) Premises/Operations Liability
- (4) Products/Completed Operations Liability
- (5) Aggregate Limits that Apply per Project
- (6) Explosion, Collapse and Underground (UCX) exclusion deleted
- (7) Contractual Liability with respect to this Agreement
- (8) Property Damage
- (9) Independent Contractors Coverage

(iv) The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; (3) products/completed operations liability; or (4) contain any other exclusion contrary to the Agreement.

(v) The policy shall give District, its officials, officers, employees, agents, volunteers, and any public agency which is a party to the joint powers agreement pursuant to which District is organized under section 6500 et seq. of the Government Code and its officials, officers, employees, volunteers, and agents additional insured status using ISO endorsement forms CG 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage.

(vi) The general liability program may utilize either deductibles or provide coverage excess of a self-insured retention, subject to written approval by District, and provided that such deductibles shall not apply to District as an additional insured.

b. Automobile Liability

(i) At all times during the performance of the work under this Agreement, the Consultant shall maintain Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, in a form and with insurance companies acceptable to District.

(ii) Coverage for automobile liability insurance shall be at least as broad as Insurance Services Office Form Number CA 00 01 covering automobile liability (Coverage Symbol 1, any auto).

(iii) The policy shall give District, its officials, officers, employees, agents, volunteers, and any public agency which is a party to the joint powers agreement pursuant to which District is organized under section 6500 et seq. of the Government Code and its officials, officers, employees, volunteers, and agents additional insured status.

(iv) Subject to written approval by District, the automobile liability program may utilize deductibles, provided that such deductibles shall not apply to District as an additional insured, but not a self-insured retention.

c. Workers' Compensation/Employer's Liability

(i) Consultant certifies that he/she is aware of the 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, and he/she will comply with such provisions before commencing work under this Agreement.

(ii) To the extent Consultant has employees at any time during the term of this Agreement, at all times during the performance of the work under this Agreement, the Consultant shall maintain full compensation insurance for all persons employed directly by him/her to carry out the work contemplated under this Agreement, all in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any acts amendatory thereof, and Employer's Liability Coverage in amounts indicated herein. Consultant shall require all subconsultants to obtain and maintain, for the period required by this Agreement, workers' compensation coverage of the same type and limits as specified in this section.

d. Professional Liability (Errors and Omissions)

At all times during the performance of the work under this Agreement the Consultant shall maintain professional liability or Errors and Omissions insurance appropriate to its profession, in a form and with insurance companies acceptable to District and in an amount indicated herein. This insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy form specifically designed to protect against acts, errors or omissions of the Consultant. "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend.

e. Minimum Policy Limits Required

(i) The following insurance limits are required for the Agreement:

	<u>Combined Single Limit</u>
Commercial General Liability	\$1,000,000 per occurrence/ \$2,000,000 aggregate for bodily injury, personal injury, and property damage
Automobile Liability	\$1,000,000 combined single limit
Employer's Liability	\$1,000,000 per accident or disease
Professional Liability and omissions)	\$1,000,000 per claim and aggregate (errors

(ii) Defense costs shall be payable in addition to the limits

(iii) Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. Any available coverage shall be provided to the parties required to be named as Additional Insured pursuant to this Agreement.

f. Evidence Required

Prior to execution of the Agreement, the Consultant shall file with District evidence of insurance from an insurer or insurers certifying to the coverage of all insurance required herein. Such evidence shall include original copies of the ISO CG 00 01 (or insurer's equivalent) signed by the insurer's representative and Certificate of Insurance (Acord Form 25-S or equivalent), together with required endorsements. All evidence of insurance shall be signed by a properly authorized officer, agent, or qualified representative of the insurer and shall certify the names of the insured, any additional insureds, where appropriate, the type and amount of the insurance, the location and operations to which the insurance applies, and the expiration date of such insurance.

g. Policy Provisions Required

(i) Consultant shall provide District at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that the Consultant shall provide at least ten (10) days prior written notice of cancellation of any such policy due to non-payment of premium. If any of the required coverage is cancelled or expires during the term of this Agreement, the Consultant shall deliver renewal certificate(s) including the General Liability Additional Insured Endorsement to District at least ten (10) days prior to the effective date of cancellation or expiration.

(ii) The Commercial General Liability Policy and Automobile Policy shall each contain a provision stating that Consultant's policy is primary insurance and that any insurance, self-insurance or other coverage maintained by District or any named insureds shall not be called upon to contribute to any loss.

(iii) The retroactive date (if any) of each policy is to be no later than the effective date of this Agreement. Consultant shall maintain such coverage continuously for a period of at least three years after the completion of the work under this Agreement. Consultant shall purchase a one (1) year extended reporting period A) if the retroactive date is advanced past the effective date of this Agreement; B) if the policy is cancelled or not renewed; or C) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement.

(iv) All required insurance coverages, except for the professional liability coverage, shall contain or be endorsed to provide a waiver of subrogation in favor of District, its officials, officers, employees, agents, volunteers, and any public agency which is a party to the joint powers agreement pursuant to which District is organized under section 6500 et seq. of the Government Code and its officials, officers, employees, volunteers, and agents or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against District, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

(v) The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the Consultant from liability in excess of such coverage, nor shall it limit the Consultant's indemnification obligations to District and shall not preclude District from taking such other actions available to District under other provisions of the Agreement or law.

h. Qualifying Insurers

(i) All policies required shall be issued by acceptable insurance companies, as determined by District, which satisfy the following minimum requirements:

(1) Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and admitted to transact in the business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

i. Additional Insurance Provisions

(i) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by District, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Consultant pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

(ii) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, District has the right but not the duty to obtain the insurance it deems necessary and any premium paid by District will be promptly reimbursed by Consultant or District will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, District may cancel this Agreement.

(iii) District may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Project.

(iv) Neither District nor any of its officials, officers, employees, agents, volunteers, or any public agency which is a party to the joint powers agreement pursuant to which District is organized under section 6500 et seq. of the Government Code and its officials, officers, employees, volunteers, and agents shall be personally responsible for any liability arising under or by virtue of this Agreement.

j. Subconsultant Insurance Requirements. Consultant shall not allow any subcontractors or subconsultants to commence work on any subcontract until they have provided evidence satisfactory to District that they have secured all insurance required under this section. Policies of commercial general liability insurance provided by such subcontractors or subconsultants shall be endorsed to name District as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Consultant, District may approve different scopes or minimum limits of insurance for particular subcontractors or subconsultants.

12. Indemnification.

a. To the fullest extent permitted by law, Consultant shall defend (with counsel of District's choosing), indemnify and hold District, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's services, the Project or this Agreement, including without limitation the

payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, District, its officials, officers, employees, agents, or volunteers.

13. California Labor Code Requirements.

- a. Consultant is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). If the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall defend, indemnify and hold District, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Consultant and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.
- b. If the services are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants, as applicable. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.
- c. This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor that affect Consultant's performance of services, including any delay, shall be Consultant's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by District. Consultant shall defend, indemnify and hold District, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor.

14. Safety.

Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall

exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and life-saving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

15. Verification of Employment Eligibility.

By executing this Agreement, Consultant verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time, and shall require all subconsultants and sub-subconsultants to comply with the same.

16. Laws and Venue.

This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in the Superior Court of California for the County of Lassen.

17. Termination or Abandonment

- a. District has the right to terminate or abandon any portion or all of the work under this Agreement by giving ten (10) calendar days written notice to Consultant. In such event, District shall be immediately given title and possession to all original field notes, drawings and specifications, written reports and other documents produced or developed for that portion of the work completed and/or being abandoned. District shall pay Consultant the reasonable value of services rendered for any portion of the work completed prior to termination. If said termination occurs prior to completion of any task for the Project for which a payment request has not been received, the charge for services performed during such task shall be the reasonable value of such services, based on an amount mutually agreed to by District and Consultant of the portion of such task completed but not paid prior to said termination. District shall not be liable for any costs other than the charges or portions thereof which are specified herein. Consultant shall not be entitled to payment for unperformed services, and shall not be entitled to damages or compensation for termination of work.
- b. Consultant may terminate its obligation to provide further services under this Agreement upon thirty (30) calendar days' written notice to District only in the event of substantial failure by District to perform in accordance with the terms of this Agreement through no fault of Consultant.

Ownership of Documents and Confidential Information.

- c. All deliverables and other documents generated by Consultant in the performance of the services, including all work papers, work-in-progress, designs, drawings, documents, data, computations, specifications, studies and reports prepared by Consultant as a part of the services shall belong to and be subject to the sole ownership and use of District.
- d. Except as otherwise provided in "Termination or Abandonment," above, all original field notes, written reports, drawings and specifications and other documents, produced or developed for the Project shall, upon payment in full for the services described in this Agreement, be furnished to and become the property of District.

18. Organization

Consultant shall assign Carl Jackovich as Project Manager. The Project Manager shall not be removed from the Project or reassigned without the prior written consent of District.

19. Limitation of Agreement.

This Agreement is limited to and includes only the work described above.

20. Notice

Any notice or instrument required to be given or delivered by this Agreement may be given or delivered by depositing the same in any United States Post Office, certified mail, return receipt requested, postage prepaid, addressed to:

DISTRICT:

Honey Lake Resource Conservation District  
Attn: Kelsey Siemer, District Manager  
1516 Main Street  
Susanville, CA 96130

CONSULTANT:

Carl Jackovich  
Attn: Carl Jackovich  
P.O. Box 4261  
Yankee Hill, CA 95965

and shall be effective upon receipt thereof.

21. Third Party Rights

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than District and the Consultant.

22. Equal Opportunity Employment.

Consultant represents that it is an equal opportunity employer and it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or other interests protected by the State or Federal Constitutions. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment

advertising, layoff or termination.

23. Entire Agreement

This Agreement, with its exhibits, represents the entire understanding of District and Consultant as to those matters contained herein, and supersedes and cancels any prior or contemporaneous oral or written understanding, promises or representations with respect to those matters covered hereunder. Each Party acknowledges that no representations, inducements, promises or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. This Agreement may not be modified or altered except in writing signed by both Parties hereto. This is an integrated Agreement.

24. Severability

The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the remaining provisions unenforceable, invalid or illegal.

25. Successors and Assigns

This Agreement shall be binding upon and shall inure to the benefit of the successors in interest, executors, administrators and assigns of each Party to this Agreement. However, Consultant shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of District. Any attempted assignment without such consent shall be invalid and void.

26. Non-Waiver

None of the provisions of this Agreement shall be considered waived by either Party, unless such waiver is specifically specified in writing.

27. Time of Essence

Time is of the essence for each and every provision of this Agreement.

28. District's Right to Employ Other Consultants

District reserves its right to employ other consultants, including engineers, in connection with this Project or other projects.

29. Prohibited Interests

Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, District shall have the right to rescind this Agreement without liability. For the term of this Agreement, no director, official, officer or employee of District, during the term of his or her service with District, shall have any direct interest in this Agreement, or obtain any

present or anticipated material benefit arising therefrom.

30. Confidential Information

During the course of the performance of this Agreement, Consultant may receive written or verbal information from District, its representatives or agents, not in the public domain. Such information may include District's know how, trade secrets, and other proprietary and confidential information and Consultant agrees to treat such information as confidential information belonging to District. Consultant agrees that neither it, nor its officers, employees, representatives, agents, successors, or assigns, will disclose such information to any third party or use the same in any manner without the prior written consent of District. Moreover, Consultant agrees to safeguard such proprietary and confidential information from unauthorized disclosure and/or use using the same degree of care it uses to protect its own proprietary and confidential information, but not less than a reasonable standard of care. In the event that disclosure of such information is sought pursuant to any law or regulation, Consultant shall promptly notify District of such fact to allow District to assert whatever exclusions or exemptions may be available to it under applicable law or regulation.

31. Electronic Signatures. Each Party acknowledges and agrees that this Agreement may be executed by electronic or digital signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature.

**[SIGNATURES ON FOLLOWING PAGE]**


**SIGNATURE PAGE FOR PROFESSIONAL SERVICES AGREEMENT  
BETWEEN HONEY LAKE RESOURCE CONSERVATION DISTRICT AND  
CARL JACKOVICH.**

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

Honey Lake Resource Conservation District

By: \_\_\_\_\_  
Kelsey Siemer  
District Manager

Carl Jackovich.

By:  \_\_\_\_\_  
Its: Carl Jackovich  
Printed Name: Carl Jackovich

## **EXHIBIT A Scope of Services**

Carl Jackovich its affiliates and respective employees, contractors and agents, may enter certain property District owns or manages for the limited purpose of scouting, surveying, and collecting conifer cones. District represents and warrants that it possesses sufficient authority to grant to Carl Jackovich. the rights set forth in this Agreement, including but not limited to the rights to scout, survey and collect conifer cones.

### **Collection:**

In collecting conifer cones, Carl Jackovich shall:

- 1) only collect conifer cones of the species and from harvest areas on the Property as agreed to in advance by the parties and designated on maps supplied to Carl Jackovich
  - a) harvest conifer cones in a workmanlike manner, avoiding damage to trees and other forest products, in compliance with the Safety Addendum attached as Schedule A;
  - b) not subject forest material, timber or any property of District to any lien for labor, materials or money;
  - c) comply with all federal, state, and local laws and regulations governing: (i) agricultural employers/farm labor Carl Jackovich's and migrant or seasonal agricultural workers, and any related wage laws and regulations; and (ii) fire protection and correct forestry practices;
  - d) not disturb, hinder, interfere in or otherwise inhibit District operations on the Property; and
  - e) shall follow Fire Prevention Rules attached and shall: (i) not build any fire on the Property or on any other District property; (ii) report any fire or signs of fire seen while on any District property; and (iii) use reasonable efforts to suppress any fire that is non-threatening.

Condition; Access. Neither party guarantees conifer cones quantity or quality. District represents and warrants that it has sufficient authority to grant Carl Jackovich. Access to the property for the purpose of performing the services. Notwithstanding the foregoing, District makes no representations concerning the condition of roads used to access the Property and reserves the right to control traffic on roads that cannot sustain vehicular (truck) traffic.

## **FIRE PREVENTION RULES**

### **1. Introduction**

The following rules are set in place for the purpose of fire protection and are applicable to all Carl Jackovich's, companies, service providers, and guests on any and all landowner property. All of the above-mentioned entities are required to review and comply with these rules while traveling on and/or working on lands. Additional rules may be required by the District at a later date.

### **2. Contact**

REPORTING FIRES IF IN CALIFORNIA, REPORT FIRES TO CALFIRE (9-1-1); or THEN CALL CARL JACKOVICH (530-228-4424). **FOR ANY OTHER EMERGENCY DIAL 9-1-1.**

### **3. General Fire Season Requirements**

- a) Use of heavy equipment and / or chainsaws is not permitted.
- b) Use of motor vehicles including motorcycles and all-terrain vehicles is prohibited, except on improved roads.
- c) Each vehicle (including ATV's) have the following fire equipment:
  - i. 1 Shovel
  - ii. 1 Axe/Pulaski
  - iii. Chemical fire extinguisher rated as not less than 5 lbs ABC (1-A; 10-B-C)
  - iv. 5 gallons of non-drinking water
- d) Smoking at any point while working on or traveling in or across an operation area is strictly forbidden, including smoking in vehicles.
- e) To get further information regarding fire season and the restrictions you can contact ODF at 541-883-5681, CalFire at (916) 653-5123, Washington DNR at 360-902-1400, Montana DNR at 406-542-4300, and New Mexico Forest Restrictions Hotline at 1-877-864-6985

### **4. Miscellaneous Provisions**

- a) District has the right to inspect Carl Jackovich's equipment and require operational tests by Carl Jackovich. at any time.
- b) Carl Jackovich shall devote every reasonable effort and all facilities and employees to the prevention and suppression of any fire on or near the Contract Area, regardless of its cause, place or origin.
- c) Non-compliance with any item required for fire protection may cause suspension of all operations until deficiencies are corrected.

## **SAFETY ADDENDUM**

1. Compliance with Law. Carl Jackovich shall comply with all applicable federal, state, and local safety and health laws, regulations and standards. Failure of Carl Jackovich or its employees, agents and/or Carl Jackovich, to comply with all federal, state, local health and safety laws, rules and regulations is grounds for immediate termination of the Agreement.

2. Responsibility for Safety and Health. Carl Jackovich, is responsible for safety and health conditions in connection with its operations on the Property. Carl Jackovich has primary and ultimate responsibility for instructing and supervising its employees on safety work practices. Carl Jackovich has primary and ultimate responsibility for enforcing the safety and health laws, practices, regulations, and procedures set forth in Section 1 of this Schedule. It is Carl Jackovich 's responsibility to protect its own and others' employees from such hazards. Carl Jackovich is responsible for identifying existing on-site hazards in its area of work and for taking appropriate actions to inform its employees how to recognize and avoid the hazard and to protect its own and others' employees from those hazards. If Carl Jackovich, Inc. or any person working under the Agreement creates or causes a hazard in the course of its work, Carl Jackovich is responsible for correcting the hazard. Carl Jackovich has an obligation to immediately notify District and others at the Property whenever Carl Jackovich. and/or its employees become aware of a hazard which Carl Jackovich cannot remove or correct immediately. District supervisory and management personnel have the authority to inform Carl Jackovich. of violations of any health and safety laws, rules and regulations and at all District operations. Work will resume only after the appropriate corrective actions have been taken by Carl Jackovich. .

3. Safety During Hunting Season. Carl Jackovich shall become familiar with hunting seasons applicable to the Property under state law, when hunters may be in or near the Property. During hunting seasons applicable to the Property, Carl Jackovich and any employees shall wear safety orange/hunter orange clothing to prevent accidental shooting. Carl Jackovich shall indemnify, hold harmless, and defend District against any claims arising from casualties or injuries to Carl Jackovich's employees or Carl Jackovich is caused by hunters who accidentally, negligently, recklessly or intentionally discharge firearms within and around the Property.

## **EXHIBIT B**

### **Schedule of Charges/Payments**

Consultant will invoice the District for the total bushel amount collected for the District in a given year at a bushel rate agreed in writing prior to commencing collections each year. The consultant will invoice the District within 30 days of the end of the federal government fiscal quarters. The consultant will include with each invoice a detailed progress report that indicates the amount of budget spent on each task. Consultant will inform District regarding any out-of-scope work being performed by Consultant. This is a time-and-materials contract.

If required, Consultant may invoice District for cone scouting and monitoring services, if these services are requested by the District. Rates will be discussed and agreed upon in writing by both parties at the beginning of each collection year.

–Seed extracted from these bushels will remain under the District's ownership.

If bushel availability surpasses Permitter's/Contractor's needs, additional bushels may be collected by Consultant for consultant's use and ownership at volumes agreed upon by both parties, the title and risk of loss to these conifer cones shall pass to Consultant when conifer cones are severed from the property.

## EXHIBIT C

### Activity Schedule

June & July 2026 - cone scouting  
Early August 2026- cone monitoring  
Late August and early September 2026 - cone collection

June & July 2027 - cone scouting  
Early August 2027- cone monitoring  
Late August and early September 2027 - cone collection

June & July 2028 - cone scouting  
Early August 2028 - cone monitoring  
Late August and early September 2028 - cone collection

Miles: \$1.00/ per mile

Jeffery Pine: \$140/per bushel

Incese Cedar: \$275/per bushel

Hourly Rate: for Reconnaissance, Collecting, Sampling, Obtaining Permits, and Transportation:  
\$40/per hour

**HONEY LAKE VALLEY RESOURCE CONSERVATION DISTRICT  
PROFESSIONAL SERVICES AGREEMENT**

This Agreement is made and entered into as of January 27, 2026 by and between Honey Lake Valley Resource Conservation District, a public agency organized and operating under the laws of the State of California (“District”), and Cal Forest Nurseries, Inc., a Delaware Corporation with its principal place of business at 1838 Eastside Road, Etna, CA 96027 (hereinafter referred to as “Consultant”). District and Consultant are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

**RECITALS**

A. District is in need of professional services for the following project:

**Conifer Cone Collection**

B. Consultant is duly licensed and has the necessary qualifications to provide such services.

C. The Parties desire by this Agreement to establish the terms for District to retain Consultant to provide the services described herein.

**AGREEMENT**

**NOW, THEREFORE, IT IS AGREED AS FOLLOWS:**

1. Services.

Consultant shall provide District with the services described in the Scope of Services attached hereto as Exhibit A (“Project” or “Services”). The “Property” is the real property upon which the Services are to be performed.

2. Compensation.

a. Subject to paragraph 2(b) below, District shall pay for such services in accordance with the Schedule of Charges set forth in Exhibit B.

b. In no event shall the total amount paid for services rendered by Consultant under this Agreement exceed the sum of \$120,000.00. This amount is to cover all printing and related costs, and District will not pay any additional fees for printing expenses. Periodic payments shall be made within 30 days of receipt of an invoice which includes a detailed description of the work performed. Payments to Consultant for work performed will be made on a monthly billing basis.

3. Additional Work.

If changes in the work seem merited by Consultant or District, and informal consultations with the other party indicate that a change is warranted, it shall be processed in the following manner: a letter outlining the changes shall be forwarded to District by Consultant with a statement of estimated changes in fee or time schedule. An amendment to this Agreement shall be prepared by District and executed by both Parties before performance of such services,

or District will not be required to pay for the changes in the scope of work. Such amendment shall not render ineffective or invalidate unaffected portions of this Agreement.

4. Maintenance of Records.

Books, documents, papers, accounting records, and other evidence pertaining to costs incurred shall be maintained by Consultant and made available at all reasonable times during the contract period and for four (4) years from the date of final payment under the contract for inspection by District.

5. Term

The term of this Agreement begins on the Effective Date and ends following the occurrence of a "mast event", as such event is agreed to by the parties, only after Cal Forest Nurseries, Inc. completes collection of conifer cones pursuant to this Agreement. Notwithstanding the foregoing, either party may terminate this Agreement in accordance with the Termination provisions set forth in this Agreement.

6. Delays in Performance.

a. Neither District nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; pandemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage or judicial restraint.

b. Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

7. Compliance with Law.

a. Consultant shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local government, including Cal/OSHA requirements.

b. If required, Consultant shall assist District, as requested, in obtaining and maintaining all permits required of Consultant by federal, state and local regulatory agencies.

c. If applicable, Consultant is responsible for all costs of clean up and/ or removal of hazardous and toxic substances spilled as a result of his or her services or operations performed under this Agreement.

8. Standard of Care; Performance of Employees

a. Consultant's services will be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions.

b. Consultant's employees and subcontractors shall have sufficient skill and experience to perform the services assigned to them. Consultant represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the services, including a business license, and that such licenses and approvals shall be maintained throughout the term of this Contract. As provided for in the indemnification provisions of this Contract, Consultant shall perform, at its own cost and expense and without reimbursement from District, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-consultants who is determined by District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the services in a manner acceptable to District, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the services or to work on the Project.

9. Assignment and Subcontracting

Consultant shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of District, which may be withheld for any reason. Any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement. Nothing contained herein shall prevent Consultant from employing independent associates and subcontractors as Consultant may deem appropriate to assist in the performance of services hereunder.

10. Independent Contractor

Consultant is retained as an independent contractor and is not an employee of District. No employee or agent of Consultant shall become an employee of District. The work to be performed shall be in accordance with the work described in this Agreement, subject to such directions and amendments from District as herein provided.

11. Insurance. Consultant shall not commence work for District until it has provided evidence satisfactory to District it has secured all insurance required under this section. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required under this section.

a. Commercial General Liability

(i) The Consultant shall take out and maintain, during the performance of all work under this Agreement, in amounts not less than specified herein, Commercial General Liability Insurance, in a form and with insurance companies acceptable to District.

(ii) Coverage for Commercial General Liability insurance shall be at least as broad as the following:

(1) Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 00 01) or exact equivalent.

(iii) Commercial General Liability Insurance must include coverage for the following:

- (1) Bodily Injury and Property Damage
- (2) Personal Injury/Advertising Injury
- (3) Premises/Operations Liability
- (4) Products/Completed Operations Liability
- (5) Aggregate Limits that Apply per Project
- (6) Explosion, Collapse and Underground (UCX) exclusion deleted
- (7) Contractual Liability with respect to this Agreement
- (8) Property Damage
- (9) Independent Contractors Coverage

(iv) The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; (3) products/completed operations liability; or (4) contain any other exclusion contrary to the Agreement.

(v) The policy shall give District, its officials, officers, employees, agents, volunteers, and any public agency which is a party to the joint powers agreement pursuant to which District is organized under section 6500 et seq. of the Government Code and its officials, officers, employees, volunteers, and agents additional insured status using ISO endorsement forms CG 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage.

(vi) The general liability program may utilize either deductibles or provide coverage excess of a self-insured retention, subject to written approval by District, and provided that such deductibles shall not apply to District as an additional insured.

b. Automobile Liability

(i) At all times during the performance of the work under this Agreement, the Consultant shall maintain Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, in a form and with insurance companies acceptable to District.

(ii) Coverage for automobile liability insurance shall be at least as broad as Insurance Services Office Form Number CA 00 01 covering automobile liability (Coverage Symbol 1, any auto).

(iii) The policy shall give District, its officials, officers, employees, agents, volunteers, and any public agency which is a party to the joint powers agreement pursuant to which District is organized under section 6500 et seq. of the Government Code and its officials, officers, employees, volunteers, and agents additional insured status.

(iv) Subject to written approval by District, the automobile liability program may utilize deductibles, provided that such deductibles shall not apply to District as an additional insured, but not a self-insured retention.

c. Workers' Compensation/Employer's Liability

(i) Consultant certifies that he/she is aware of the 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, and he/she will comply with such provisions before commencing work under this Agreement.

(ii) To the extent Consultant has employees at any time during the term of this Agreement, at all times during the performance of the work under this Agreement, the Consultant shall maintain full compensation insurance for all persons employed directly by him/her to carry out the work contemplated under this Agreement, all in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any acts amendatory thereof, and Employer's Liability Coverage in amounts indicated herein. Consultant shall require all subconsultants to obtain and maintain, for the period required by this Agreement, workers' compensation coverage of the same type and limits as specified in this section.

d. Professional Liability (Errors and Omissions)

At all times during the performance of the work under this Agreement the Consultant shall maintain professional liability or Errors and Omissions insurance appropriate to its profession, in a form and with insurance companies acceptable to District and in an amount indicated herein. This insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy form specifically designed to protect against acts, errors or omissions of the Consultant. "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend.

e. Minimum Policy Limits Required

(i) The following insurance limits are required for the Agreement:

Combined Single Limit

Commercial General Liability	\$1,000,000 per occurrence/ \$2,000,000 aggregate for bodily injury, personal injury, and property damage
Automobile Liability	\$1,000,000 combined single limit
Employer's Liability	\$1,000,000 per accident or disease
Professional Liability	\$1,000,000 per claim and aggregate (errors and omissions)

(ii) Defense costs shall be payable in addition to the limits.

(iii) Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. Any available coverage shall be provided to the parties required to be named as Additional Insured pursuant to this Agreement.

f. Evidence Required

Prior to execution of the Agreement, the Consultant shall file with District evidence of insurance from an insurer or insurers certifying to the coverage of all insurance required herein. Such evidence shall include original copies of the ISO CG 00 01 (or insurer's equivalent) signed by the insurer's representative and Certificate of Insurance (Acord Form 25-S or equivalent), together with required endorsements. All evidence of insurance shall be signed by a properly authorized officer, agent, or qualified representative of the insurer and shall certify the names of the insured, any additional insureds, where appropriate, the type and amount of the insurance, the location and operations to which the insurance applies, and the expiration date of such insurance.

g. Policy Provisions Required

(i) Consultant shall provide District at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that the Consultant shall provide at least ten (10) days prior written notice of cancellation of any such policy due to non-payment of premium. If any of the required coverage is cancelled or expires during the term of this Agreement, the Consultant shall deliver renewal certificate(s) including the General Liability Additional Insured Endorsement to District at least ten (10) days prior to the effective date of cancellation or expiration.

(ii) The Commercial General Liability Policy and Automobile Policy shall each contain a provision stating that Consultant's policy is primary insurance and that any insurance, self-insurance or other coverage maintained by District or any named insureds shall not be called upon to contribute to any loss.

(iii) The retroactive date (if any) of each policy is to be no later than the effective date of this Agreement. Consultant shall maintain such coverage continuously for a period of at least three years after the completion of the work under this Agreement. Consultant shall purchase a one (1) year extended reporting period A) if the retroactive date is advanced past the effective date of this Agreement; B) if the policy is cancelled or not renewed; or C) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement.

(iv) All required insurance coverages, except for the professional liability coverage, shall contain or be endorsed to provide a waiver of subrogation in favor of District, its officials, officers, employees, agents, volunteers, and any public agency which is a party to the joint powers agreement pursuant to which District is organized under section 6500 et seq. of the Government Code and its officials, officers, employees, volunteers, and agents or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its

own right of recovery against District, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

(v) The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the Consultant from liability in excess of such coverage, nor shall it limit the Consultant's indemnification obligations to District and shall not preclude District from taking such other actions available to District under other provisions of the Agreement or law.

h. Qualifying Insurers

(i) All policies required shall be issued by acceptable insurance companies, as determined by District, which satisfy the following minimum requirements:

(1) Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and admitted to transact in the business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

i. Additional Insurance Provisions

(i) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by District, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Consultant pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

(ii) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, District has the right but not the duty to obtain the insurance it deems necessary and any premium paid by District will be promptly reimbursed by Consultant or District will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, District may cancel this Agreement.

(iii) District may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Project.

(iv) Neither District nor any of its officials, officers, employees, agents, volunteers, or any public agency which is a party to the joint powers agreement pursuant to which District is organized under section 6500 et seq. of the Government Code and its officials, officers, employees, volunteers, and agents shall be personally responsible for any liability arising under or by virtue of this Agreement.

j. Subconsultant Insurance Requirements. Consultant shall not allow any subcontractors or subconsultants to commence work on any subcontract until they have provided evidence satisfactory to District that they have secured all insurance required under this section. Policies of commercial general liability insurance provided by such subcontractors or subconsultants shall be endorsed to name District as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by

Consultant, District may approve different scopes or minimum limits of insurance for particular subcontractors or subconsultants.

12. Indemnification.

a. To the fullest extent permitted by law, Consultant shall defend (with counsel of District's choosing), indemnify and hold District, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, District, its officials, officers, employees, agents, or volunteers.

13. California Labor Code Requirements.

a. Consultant is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). If the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall defend, indemnify and hold District, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Consultant and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

b. If the services are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants, as applicable. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

c. This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor that affect Consultant's performance of services, including any delay, shall be

Consultant's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by District. Consultant shall defend, indemnify and hold District, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor.

14. Safety.

Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and life-saving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

15. Verification of Employment Eligibility.

By executing this Agreement, Consultant verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time, and shall require all subconsultants and sub-subconsultants to comply with the same.

16. INTENTIONALLY DELETED

17. Laws and Venue.

This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in the Superior Court of California for the County of Lassen.

18. Termination or Abandonment

a. District has the right to terminate or abandon any portion or all of the work under this Agreement by giving ten (10) calendar days written notice to Consultant. In such event, District shall be immediately given title and possession to all original field notes, drawings and specifications, written reports and other documents produced or developed for that portion of the work completed and/or being abandoned. District shall pay Consultant the reasonable value of services rendered for any portion of the work completed prior to termination. If said termination occurs prior to completion of any task for the Project for which a payment request has not been received, the charge for services performed during such task shall be the reasonable value of such services, based on an amount mutually agreed to by District and Consultant of the portion of such task completed but not paid prior to said termination. District shall not be liable for any costs other than the charges or portions thereof which are specified herein. Consultant shall not be entitled to payment for unperformed services, and shall not be entitled to damages or compensation for termination of work.

b. Consultant may terminate its obligation to provide further services under this Agreement upon thirty (30) calendar days' written notice to District only in the event of substantial failure by District to perform in accordance with the terms of this Agreement through no fault of Consultant.

19. Ownership of Documents and Confidential Information.

a. All deliverables and other documents generated by Consultant in the performance of the services, including all work papers, work-in-progress, designs, drawings, documents, data, computations, specifications, studies and reports prepared by Consultant as a part of the services shall belong to and be subject to the sole ownership and use of District.

b. Except as otherwise provided in "Termination or Abandonment," above, all original field notes, written reports, drawings and specifications and other documents, produced or developed for the Project shall, upon payment in full for the services described in this Agreement, be furnished to and become the property of District.

20. Organization

Consultant shall assign Carson Herold as Project Manager. The Project Manager shall not be removed from the Project or reassigned without the prior written consent of District.

21. Limitation of Agreement.

This Agreement is limited to and includes only the work described above.

22. Notice

Any notice or instrument required to be given or delivered by this Agreement may be given or delivered by depositing the same in any United States Post Office, certified mail, return receipt requested, postage prepaid, addressed to:

DISTRICT:

Honey Lake Resource Conservation District  
Attn: Kelsey Siemer, District Manager  
1516 Main Street  
Susanville, CA 96130

CONSULTANT:

Cal Forest Nurseries, Inc.  
Attn: Nik Larum, General Manager  
1838 Eastside Road  
Etna, CA 96027

and shall be effective upon receipt thereof.

23. Third Party Rights

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than District and the Consultant.

24. Equal Opportunity Employment.

Consultant represents that it is an equal opportunity employer and it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or other interests protected by the State or Federal Constitutions. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

25. Entire Agreement

This Agreement, with its exhibits, represents the entire understanding of District and Consultant as to those matters contained herein, and supersedes and cancels any prior or contemporaneous oral or written understanding, promises or representations with respect to those matters covered hereunder. Each Party acknowledges that no representations, inducements, promises or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. This Agreement may not be modified or altered except in writing signed by both Parties hereto. This is an integrated Agreement.

26. Severability

The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the remaining provisions unenforceable, invalid or illegal.

27. Successors and Assigns

This Agreement shall be binding upon and shall inure to the benefit of the successors in interest, executors, administrators and assigns of each Party to this Agreement. However, Consultant shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of District. Any attempted assignment without such consent shall be invalid and void.

28. Non-Waiver

None of the provisions of this Agreement shall be considered waived by either Party, unless such waiver is specifically specified in writing.

29. Time of Essence

Time is of the essence for each and every provision of this Agreement.

30. District's Right to Employ Other Consultants

District reserves its right to employ other consultants, including engineers, in connection with this Project or other projects.

31. Prohibited Interests

Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this

Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, District shall have the right to rescind this Agreement without liability. For the term of this Agreement, no director, official, officer or employee of District, during the term of his or her service with District, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

32. Confidential Information

During the course of the performance of this Agreement, Consultant may receive written or verbal information from District, its representatives or agents, not in the public domain. Such information may include District's know how, trade secrets, and other proprietary and confidential information and Consultant agrees to treat such information as confidential information belonging to District. Consultant agrees that neither it, nor its officers, employees, representatives, agents, successors, or assigns, will disclose such information to any third party or use the same in any manner without the prior written consent of District. Moreover, Consultant agrees to safeguard such proprietary and confidential information from unauthorized disclosure and/or use using the same degree of care it uses to protect its own proprietary and confidential information, but not less than a reasonable standard of care. In the event that disclosure of such information is sought pursuant to any law or regulation, Consultant shall promptly notify District of such fact to allow District to assert whatever exclusions or exemptions may be available to it under applicable law or regulation.

33. Electronic Signatures. Each Party acknowledges and agrees that this Agreement may be executed by electronic or digital signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature.

**[SIGNATURES ON FOLLOWING PAGE]**

**SIGNATURE PAGE FOR PROFESSIONAL SERVICES AGREEMENT  
BETWEEN HONEY LAKE RESOURCE CONSERVATION DISTRICT AND  
CAL FOREST NURSERIES, INC.**

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

Honey Lake Resource Conservation District

CAL FOREST NURSERIES, INC.

By: \_\_\_\_\_  
Kelsey Siemer  
District Manager

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Printed Name: \_\_\_\_\_

## **EXHIBIT A Scope of Services**

Cal Forest Nurseries, Inc. its affiliates and respective employees, contractors and agents, may enter certain property District owns or manages for the limited purpose of scouting, surveying, and collecting conifer cones. District represents and warrants that it possesses sufficient authority to grant to Cal Forest Nurseries, Inc. the rights set forth in this Agreement, including but not limited to the rights to scout, survey and collect conifer cones.

### **Collection:**

In collecting conifer cones, Cal Forest shall:

- 1) only collect conifer cones of the species and from harvest areas on the Property as agreed to in advance by the parties and designated on maps supplied to Cal Forest Nurseries, Inc.;
- a) harvest conifer cones in a workmanlike manner, avoiding damage to trees and other forest products, in compliance with the Safety Addendum attached as Schedule A;
- b) not subject forest material, timber or any property of District to any lien for labor, materials or money;
- c) comply with all federal, state, and local laws and regulations governing: (i) agricultural employers/farm labor Cal Forest Nurseries, Inc. s and migrant or seasonal agricultural workers, and any related wage laws and regulations; and (ii) fire protection and correct forestry practices;
- d) not disturb, hinder, interfere in or otherwise inhibit District operations on the Property; and
- e) shall follow Fire Prevention Rules attached and shall: (i) not build any fire on the Property or on any other District property; (ii) report any fire or signs of fire seen while on any District property; and (iii) use reasonable efforts to suppress any fire that is non-threatening.

Condition; Access. Neither party guarantees conifer cones quantity or quality. District represents and warrants that it has sufficient authority to grant Cal Forest Nurseries, Inc. access to the property for the purpose of performing the services. Notwithstanding the foregoing, District makes no representations concerning the condition of roads used to access the Property and reserves the right to control traffic on roads that cannot sustain vehicular (truck) traffic.

## **FIRE PREVENTION RULES**

## **2. Introduction**

The following rules are set in place for the purpose of fire protection and are applicable to all Cal Forest Nurseries, Inc. s, companies, service providers, and guests on any and all landowner property. All of the above-mentioned entities are required to review and comply with these rules while traveling on and/or working on lands. Additional rules may be required by the District at a later date.

## **3. Contact**

REPORTING FIRES IF IN CALIFORNIA, REPORT FIRES TO CALFIRE (9-1-1); or THEN CALL CAL FOREST (530-467-5211). **FOR ANY OTHER EMERGENCY DIAL 9-1-1.**

## **4. General Fire Season Requirements**

- a) Use of heavy equipment and / or chainsaws is not permitted.
- b) Use of motor vehicles including motorcycles and all-terrain vehicles is prohibited, except on improved roads.
- c) Each vehicle (including ATV's) have the following fire equipment:
  - i. 1 Shovel
  - ii. 1 Axe/Pulaski
  - iii. Chemical fire extinguisher rated as not less than 5 lbs ABC (1-A; 10-B-C)
  - iv. 5 gallons of non-drinking water
- d) Smoking at any point while working on or traveling in or across an operation area is strictly forbidden, including smoking in vehicles.
- e) To get further information regarding fire season and the restrictions you can contact ODF at 541-883-5681, CalFire at (916) 653-5123, Washington DNR at 360-902-1400, Montana DNR at 406-542-4300, and New Mexico Forest Restrictions Hotline at 1-877-864-6985

## **4. Miscellaneous Provisions**

- a) District has the right to inspect Cal Forest Nurseries, Inc. 's equipment and require operational tests by Cal Forest Nurseries, Inc. at any time.
- b) Cal Forest Nurseries, Inc. shall devote every reasonable effort and all facilities and employees to the prevention and suppression of any fire on or near the Contract Area, regardless of its cause, place or origin.
- c) Non-compliance with any item required for fire protection may cause suspension of all operations until deficiencies are corrected.

## **SAFETY ADDENDUM**

1. Compliance with Law. Cal Forest Nurseries, Inc. shall comply with all applicable federal, state, and local safety and health laws, regulations and standards. Failure of Cal Forest Nurseries, Inc. or its employees, agents and/or Cal Forest Nurseries, Inc. to comply with all federal, state, local health and safety laws, rules and regulations is grounds for immediate termination of the Agreement.

2. Responsibility for Safety and Health. Cal Forest Nurseries, Inc. is responsible for safety and health conditions in connection with its operations on the Property. Cal Forest Nurseries, Inc. has primary and ultimate responsibility for instructing and supervising its employees on safety work practices. Cal Forest Nurseries, Inc. has primary and ultimate responsibility for enforcing the safety and health laws, practices, regulations, and procedures set forth in Section 1 of this Schedule. It is Cal Forest Nurseries, Inc.'s responsibility to protect its own and others' employees from such hazards. Cal Forest Nurseries, Inc. is responsible for identifying existing on-site hazards in its area of work and for taking appropriate actions to inform its employees how to recognize and avoid the hazard and to protect its own and others' employees from those hazards. If Cal Forest Nurseries, Inc. or any person working under the Agreement creates or causes a hazard in the course of its work, Cal Forest Nurseries, Inc. is responsible for correcting the hazard. Cal Forest Nurseries, Inc. has an obligation to immediately notify District and others at the Property whenever Cal Forest Nurseries, Inc. and/or its employees become aware of a hazard which Cal Forest Nurseries, Inc. cannot remove or correct immediately. District supervisory and management personnel have the authority to inform Cal Forest Nurseries, Inc. of violations of any health and safety laws, rules and regulations and at all District operations. Work will resume only after the appropriate corrective actions have been taken by Cal Forest Nurseries, Inc. .

3. Safety During Hunting Season. Cal Forest Nurseries, Inc. shall become familiar with hunting seasons applicable to the Property under state law, when hunters may be in or near the Property. During hunting seasons applicable to the Property, Cal Forest Nurseries, Inc. and any employees or Cal Forest Nurseries, Inc. s of Cal Forest Nurseries, Inc. shall wear safety orange/hunter orange clothing to prevent accidental shooting. Cal Forest Nurseries, Inc. shall indemnify, hold harmless, and defend District against any claims arising from casualties or injuries to Cal Forest Nurseries, Inc. or Cal Forest Nurseries, Inc.'s employees or Cal Forest Nurseries, Inc. is caused by hunters who accidentally, negligently, recklessly or intentionally discharge firearms within and around the Property.

## **EXHIBIT B**

### **Schedule of Charges/Payments**

Consultant will invoice the District for the total bushel amount collected for the District in a given year at a bushel rate agreed in writing prior to commencing collections each year. Consultant will invoice the District on a monthly cycle. Consultant will include with each invoice a detailed progress report that indicates the amount of budget spent on each task. Consultant will inform District regarding any out-of-scope work being performed by Consultant. This is a time-and-materials contract.

If required, Consultant may invoice District for cone scouting and monitoring services, if these services are requested by the District. Rates will be discussed and agreed upon in writing by both parties at the beginning of each collection year.

Bushel processing and seed storage will be invoiced separately the following year at contract processing/storage rates separate from this agreement. Seed extracted from these bushels will remain under the District's ownership.

If bushel availability surpasses Permitter's/Contractor's needs, additional bushels may be collected by Consultant for consultant's use and ownership at volumes agreed upon by both parties, the title and risk of loss to these conifer cones shall pass to Consultant when conifer cones are severed from the property.

**Billing Rates 2026**

SPECIES/SERVICE	\$/bushel (2 bushels/tree minimum)
Douglas-fir	\$146
Ponderosa pine	\$126
Jeffery pine	\$126
Red fir	\$126
White fir	\$126
Incense cedar	\$233
Sugar pine	\$105
Scouting (day rate)	\$600
Monitoring (day rate)	\$1300
Ground crew (day rate)	\$650
<p>For Climbing Crews, mileage will be billed at \$0.725/mile, Lodging at \$110/day, and meals at \$68/day.</p> <p>Pricing is anticipated to increase only by the inflation rate annually, rounded to the nearest dollar.</p>	

The total compensation from the District shall not exceed seven thousand seven hundred and sixty dollars (\$100,000) without written approval of the District. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement. The total contract amount shall not exceed \$100,000

## **EXHIBIT C**

### **Activity Schedule**

June & July 2026 - cone scouting  
Early August 2026- cone monitoring  
Late August and early September 2026 - cone collection

June & July 2027 - cone scouting  
Early August 2027- cone monitoring  
Late August and early September 2027 - cone collection

June & July 2028 - cone scouting  
Early August 2028 - cone monitoring  
Late August and early September 2028 - cone collection

# Honey Lake Valley RCD District Manager Report

Kelsey Siemer - District Manager

February 26, 2026

## **RCD Administration:**

- Bookkeeping
  - Monthly reports attached
  - Mid-year budget amendment tonight
  - Draft audit available
  - Accounting Manual draft review by March (hopefully)
  
- Admin:
  - Board member vacancy discussion
  - Step Chart revamp discussion on progress
  - DM update correspondence idea

## **Watermaster:**

- Brian completed training in Chico!
- Odessa has been helping Brian integrate new technologies including a new weir calculator!
- WAC
  - Canceled January meeting - next meeting will be March 12th.

## **Grant Updates:**

- **DWR: Lahontan Basin IRWM Implementation - Rounds 1 and 2**
  - Round 1: Lead Admin Agency for City of Susanville / Round 2:
    - Ravendale / Madeline is moving forward! Tanks have been ordered and the contractor is set to begin work in Spring.
    - Substantial completion by May 2026, project close out in June 2026.
  
- **USFS: Post Fire Recovery - Sheep, Hog and Dixie Fire Scar**
  - White: Working with RFP and landowner to place temporary crossing structure, the project will go to bid once permits are approved.
  - Wingfield: Release Spray will happen in summer 2026.
    - The next phase will be snowbrush control/release with several adjacent landowners (Hulsman Ranch, Nagel). This project will not include a reforestation phase, as there are already sufficient green trees on site on the smaller properties, and the larger properties (Hulsman Ranch, Nagel) have already been planted by LFSC. Although it appears most of the planted trees on the Hulsman Ranch areas with snowbrush did not survive.
  - Doyle: 63 acres, 5 landowners
    - Cutting completed Monday, chipping delayed, trees ordered.

- **USFS 2: Post Fire Recovery - Dixie Fire Scar**
  - Cone Collection: Finalizing contract for cone collected this fall. In talks with FS to allow access.
  - Fletcher/Flowers: Janesville property right along 395 (tree farm).
    - 216.70-acre biomass utilization. An additional landowner, the Flowers family, signed on, which added an additional 17 acres to the project. Cutting in process.
  
- **NACD: TA2024**
  - Tiffany is working on deliverables
  - Asked about the possibility of an extension, will ask again in May
    - Mostly due to PB's agreement with NRCS ending in September with no current plan to extend, wanting to give Tiffany as many hours as she wants.
  
- **CAL FIRE Workforce Development Grant:**
  - Odessa registered to take S-131 and S-230 towards her FIRB PTB.
  - Odessa participated in Forest Ranch RX on Feb 6 with Butte PBA; gained experience on firing techniques (FIRB)
  - Catherine attended the California Licensed Forestry Association's Registered Professional Foresters Test Prep Class and is participating in a study group twice a week.
  
- **BLM GNA: Restoration Projects**
  - Laura 2 fire recovery
    - 1,700 PUTR plugs were planted on 11/14/2025 by Tovar's Reforestation. An additional 3,000 will be grown by Walker Basin Nursery for fall 2026.
    - Monitoring schedule created.
    - CX NEPA completed.
  - LTPBR
    - NEPA DNA signed.
    - Awarded contract to Symbiotic Restoration.
    - Work will begins week of May 11th (weather permitting); Contractor will start at Rush Creek then move to Deep Cut due to road access.
    - Archeologist monitor is now needed at Rush Creek.
    - Juniper is needed at structures at Rush Creek. NEPA approved polygon near Shinn Mountain. Odessa to meet with BLM on April 4th to discuss plan.
  - Drive By Fence
    - NEPA has not yet been signed (awaiting Wildlife section). This will now be a 2026 project. Confirmed that NEPA should be done soon; most likely be a FY26/27 project.
  - ARTR Growouts

- We are growing ~3,000 sagebrush plugs at Washoe Nursery. Plugs will be ready in October 2026.
    - Modifying existing Tovar's Contact to include this project.
  - Amos Spring Development
    - No NEPA completed yet; most likely a FY27/28 project.
    - Good candidate for WCB Riparian Funding.
  - Baby Shinn Fence
    - No NEPA completed yet; hopefully a FY26/27 project but contingent on IDT. On agenda for next BLM IDT meeting.
  - Additional projects:
    - Range expressed interest in JUOC management at Whitehorse and Marshall Spring, and a spring re-development at Bone Spring.
- **Wildlife Conservation Network: Southern Lassen County Habitat Restoration**
  - Planting contract signed by Walker Basin and HLVRCD. Walker Basin is currently growing bitterbrush plugs. Approximately 15,228 plugs have already been grown.
  - Plug Planting begins Fall 2026 by Walker Basin (Weather Contingent)
  - JUOC removal bid RFP is drafted. Expected to fly in Summer 2026. No feedback or approval from CDFW yet (bird and plant surveys).
- **Wildlife Connectivity Working Group Coordinator**
  - Hiring a new Wildlife Connectivity Coordinator.
  - Some wildlife projects are still moving forward despite slow down from lack of coordinator. Kelsey / Odessa are helping coordinate the following projects:
    - **HWY 395 Underpass Bison Pipe Project**
      - working with CDFW, private landowners, CalTrans, NGOs to put bison pipe fence along a few underpasses in south county so that permittees / grazers can keep cows in but let wildlife move freely through the underpass.
      - Field Visit to be scheduled in March/April with CDFW (trial run at Scotts Rd)
      - A CalTrans encroachment permit may be needed; CDFW is reaching out to CalTrans to confirm
      - Material confirmed; using leftover project pipe from Five Springs
    - **Five Springs Fencing**
      - CDFW / BLM land, 3 different fences, working with both agencies to problem solve / connect fences / remove unnecessary fences.
      - Field visit with CDFW and BLM on January 21
      - Met with CDFW led for Cannabis Funding. Application pending a budget. Projected project costs: \$20,000-\$25,000. Once submitted, should hear back in March.
      - Odessa to meet with BLM IDT to discuss BLM's involvement.
    - **Shinn Mountain JUOC Removal**

- CDFW wants to remove western juniper at Shinn Mountain to improve GRSG and Pronghorn connectivity.
  - NEPA has been completed for this area. Unsure about the archaeologist surveys. Meeting with CDFW / BLM on February 20th to discuss more logistics.
  - Currently unfunded; CDFW / HLVRCD to apply to WCB or ESA Section 6 funding. Neither funds are accepting proposals yet.
    - **Lassen County F&G Commission Raptor Project**
      - Commission approved the RCD project up to \$5,000 last Thursday
      - Working with Lassen High School, Westwood High School, Plumas Corp, Feather River Land Trust, and Dan Lipp to place 35 kestrel boxes and 20 barn owl boxes in Mountain Meadows Reservoir, Ranch Park, and other places in the Honey Lake Valley.
- **USFS: Lassen Resource Advisory Committee (RAC)**
  - Funded for \$82,000 to install 4 new interpretative panels at the Eagle Lake Fish Trap kiosk and increase capacity for hydrological monitoring
  - The agreement is in the USFS G&A portal and is being reviewed as of Jan 2026.
  - Awaiting Grants Management Specialist to reach out to HLVRCD.
- **Trout Unlimited: Pine Creek Monitoring**
  - 2026 monitoring schedule has been created!
    - First monitoring trip scheduled for May 18-19 (weather permitting)
  - Kelsey / Odessa are brainstorming ways to hire seasonal to help with this work.
  - TU delegated additional work to be completed in the near future:
    - Miscellaneous tasks for upcoming restoration efforts (photos)
    - Seed collection and purchasing a seed drill for the upcoming restoration.
  - Amendment to the original contract is *pending* the completion of these other tasks.
- **CDFA: WMA Grant**
  - Final MOU was due December 31st. All partners except NRCS have signed on!
  - SWAT Listserv created.
  - Annual work plan meeting scheduled for February 23.
  - Odessa will solicit data from partners for the WMA map. Odessa has already received some data and is experimenting with ArcGIS.

### **NEW AND UPCOMING:**

- **FAPL Big Game Habitat Restoration and Connectivity Fund**
  - Odessa submitted request for \$250K to get funding through the Foundation of America's Public Land Big Game Fund. Partnering agencies: BLM ELFO, CDFW, and WCN
  - Activities will include: bitterbrush plantings, invasive species treatment, bison pipe fencing, and guzzler installation in the Doyle area on BLM-managed lands.

- LOSs from BLM, CDFW, SIR, and BLM have been received.
- Decision expected by the end of March 2026.
- **WCB Riparian Habitat Statement of Interest**
  - On pause – WCB is not sure they will receive Prop 4 funding. They are temporarily not accepting proposals. If Prop 4 funding is received, Odessa will continue working on the proposal (see next point).
  - Odessa is working on a statement of interest to include exclosure fencing, JUOC treatments, and LTPBR projects at several BLM sites in the Smoke Creek Watershed.
    - Stove and Wagontire Spring now being completed by BLM ACE Crew. Proposal will need to be revised.
- **NFWF Big Game Proposal**
  - NFWF announced that their Big Game Funding is live. Kelsey / Odessa to work on application and solicit partnerships from CDFW, BLM, SIR. Project may include ARTR/PUTR plantings, fencing at DWA/HJWA, guzzler at Turtle Mountain, LTPBR at Herlong Junction. Project summary currently being drafted.
  - Applications due April 21st.
- **Northeast (Natural and Working Lands?) RCD Hub**
  - Kelsey had a few conversations at the SRM regional meeting and the CARCD conference around starting a Hub in NE CA for RCDs in our region. Opportunities to work collaboratively, build capacity, and engage in regional-scale implementation.
  - There is funding to help start a hub, looking to gauge other RCD interest after the first of the year. Modoc RCD is interested!