



**PUBLIC NOTICE**  
**Board Meeting of the:**  
**Honey Lake Valley Resource Conservation District**  
**1516 Main Street**  
**Susanville, CA 96130**  
**(530) 260-0067**

Attachments available 05/18/26 at [www.honeylakevalleyrcd.us](http://www.honeylakevalleyrcd.us)

**Date: Thursday, May 21st, 2026**

**Location: 1516 Main Street, Susanville CA 96130**

**Time: 3:30 PM**

**AGENDA**

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

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

**I. CALL TO ORDER, ROLL CALL**

**II. APPROVAL OF AGENDA**

**III. PUBLIC COMMENT**

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

**IV. CONSENT ITEMS –**

- A. Correspondence
- B. Meeting Minutes - 4/23/2026
- C. Financial Reports - attached

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

**V. ADJOURNMENT TO CLOSED SESSION**

- A. CONFERENCE WITH REAL PROPERTY NEGOTIATORS (GC 54956.8) Property: 708-770 Sunnyside Road, Janesville, CA 96114, Agency negotiator: Kelsey Siemer, Negotiating parties: Gail Helmer via Smith Properties, Under negotiation: Price and terms of lease payment.

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

**VI. RETURN TO OPEN SESSION**

## **VII. ITEMS FOR BOARD ACTION AND/OR DISCUSSION**

MATTER SET FOR TIME CERTAIN: *These matters have been set at the time stated to accommodate the participants, and will be heard by the Board as close to the time stated as possible.\**

- A. **4:00PM:** Presentation from Crystal Lynn (California CLASS) regarding Term Series II Accounts (attachment)  
*Tie to the Strategic Plan: Strategic Issue 1 – Build HLVRCD Leadership & Organizational Capacity.*
- B. Consideration and approval of California CLASS Term Series II Accounts  
*Tie to the Strategic Plan: Strategic Issue 1 – Build HLVRCD Leadership & Organizational Capacity.*
- C. Final reading, consideration, and approval of RCD / WM Budget for Fiscal Year 2025-2026 (attachment)  
*Tie to the Strategic Plan: Strategic Issue 1 – Build HLVRCD Leadership & Organizational Capacity.*
- D. Consideration, discussion, and potential direction to staff about purchase of tools for Cone Collection program  
*Tie to the Strategic Plan: Strategic Issue 2 –Prioritize the Conservation Needs of the Community*
- E. Consideration and Award of Contract for Post Fire Restoration Project: Kay White (attachment)  
*Tie to the Strategic Plan: Strategic Issue 2 –Prioritize the Conservation Needs of the Community*
- F. Consideration and selection of CARCD Regional Delegate to the Modoc Plateau Region  
*Tie to the Strategic Plan: Strategic Issue 1 – Build HLVRCD Leadership & Organizational Capacity*
- G. Consideration and approval to adopt amended Policies 2500. Paid Vacation Time and 2505. Paid Holidays (attachments)  
*Tie to the Strategic Plan: Strategic Issue 1 – Build HLVRCD Leadership & Organizational Capacity*
- H. Consideration and approval of committee assignment: Watermaster Advisory Committee  
*Tie to the Strategic Plan: Strategic Issue 2 –Prioritize the Conservation Needs of the Community*
- I. Consideration and approval of Lassen PBA Subaward #WRTC2027-458-S07 (attachment)  
*Tie to the Strategic Plan: Strategic Issue 2 –Prioritize the Conservation Needs of the Community*
- J. Consideration and approval for DM to have signatory authority for Lassen PBA Subaward #WRTC2027-458-S07  
*Tie to the Strategic Plan: Strategic Issue 1 – Build HLVRCD Leadership & Organizational Capacity*
- K. Discussion regarding RCD Summer of Fun BBQ  
*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
- C. CARCD Report – Hanson
- D. Unagendized reports by board members

## **IX. ADJOURNMENT**

The next Honey Lake Valley RCD meeting will be **June 25th at 3:30 PM.** The location is 1516 Main Street, Susanville, CA.

*I certify that on Monday, May 18th, 2026 agendas were posted as required by Government Code Section 54956 and any other applicable law.*

**X**   
Kelsey Siemer, District Manager



**PUBLIC NOTICE**  
**Board Meeting of the:**  
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**1516 Main Street**  
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**(530)260-0067**

Attachments available 04/20/2026 at [www.honeylakevalleyrccd.us](http://www.honeylakevalleyrccd.us)

**Date: Thursday, April 23rd, 2026**  
**Location: 1516 Main Street, Susanville CA 96130**

**MEETING MINUTES**  
**\*votes taken via role call\***

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

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

Board member Jesse Claypool called the meeting to order at 3:35PM, and a quorum was noted. Board member Robin Hanson was absent.

**II. APPROVAL OF AGENDA**

Board member Will Johnson made a motion to approve the agenda with the following addition - Item I: Consideration and approval of USFS RAC Agreement due to the period of performance and monitoring season already underway, Board member Laurie Tippin seconded, and the motion passed. All.

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

**III. INSTALLATION OF NEW BOARD MEMBER: CALEB GRIFFIN**

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

**IV. PUBLIC COMMENT - NONE**

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

maximum of twenty (20) minutes to each subject matter.

V. **CONSENT ITEMS –**

- A. Correspondence
- B. Meeting Minutes - 3/10/2026, 3/26/2026
- C. Financial Reports - attached

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

Board member Laurie Tippin made a motion to approve the consent agenda items with the following change - 3/26/26 meeting minutes adjournment note - changed to April 23rd, 2026. Board member Will Johnson seconded and the motion passed. All.

IV. **ITEMS FOR BOARD ACTION AND/OR DISCUSSION - RCD**

- A. Consideration and approval of the Goodrich Creek Home Ranch Meadow Restoration Project CEQA Notice of Exemption (attachment)

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

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

- B. Second Reading of the FY26/27 Draft RCD / WM Budget (attachment)

Held

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

- C. Consideration and discussion about purchase of tools for Cone Collection program

Held

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

- D. Consideration and ratification of MOU with Feather River RCD for BLM GNA Ponderosa Pine project (attachment)

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

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

- E. Consideration and ratification of MOU with Lassen Land and Trails Trust for the Ravendale Madeline Water System Improvement project (attachment)

Board member Laurie Tippin made a motion to approve the MOU with a 5-year term from effective date, Board member Caleb Griffin seconded, and the motion passed. All.

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

- F. Consideration and approval of revised Policy 2305. Time Keeping/Time Records (attachment)

Board member Laurie Tippin made a motion to approve the policy, Board member Jesse Claypool seconded, and the motion passed. All.

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

- G. Consideration and approval to adopt new Policy 2120 - Candidate Selection (attachment)

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

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

- H. Consideration and discussion of MOU between RCD and SRWMSA for Old Channel

Infrastructure (attachment)

Held

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

I. Consideration and Approval of USFS RAC Agreement

Board member Laurie Tippin made a motion to approve the agreement, Board member Caleb Griffin seconded and the motion passed. All.

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

**V. REPORTS**

A. District Manager Report – Siemer (attachment)

Kelsey gave updates on current grant projects, pending grant applications, and administrative duties.

B. Watermaster / WAC Report

Updates from the March meeting were given as well as water season updates

C. Unagendized reports by board members

Laurie gave report on the new Class Account type offered, Jesse gave updates on the SDRMA and CSDA trainings, Will gave updates on watershed conditions around Eagle Lake and North of Susanville

**VI. ADJOURNMENT - 6:18PM**

The next Honey Lake Valley RCD meeting will be **May 21st at 3:30 PM.** The location is 1516 Main Street, Susanville, CA.

*Respectfully Submitted,*



Kelsey Siemer  
District Manager

APPROVED: \_\_\_\_\_

Laurie Tippin, RCD Board  
Secretary / Treasurer

DATE: 05/21/2026



## ABOUT CALIFORNIA CLASS TERM SERIES II

California CLASS Term Series II (TS II) is a pooled investment vehicle designed to deliver a fixed rate of return while prioritizing capital preservation, planned liquidity (scheduled-maturity date), and competitive yields - built on the same high-quality investments as the California CLASS Prime portfolio.

Permitted investments include highly rated investment vehicles such as obligations of the U.S. government and its agencies and instrumentalities, commercial paper, bankers' acceptance, repurchase agreements, and investments permitted by California state statute and the California CLASS Investment Policy.

### INVEST WITH CONFIDENCE

TS II provides fixed rates, targeted liquidity, and high-rated securities, enabling Participants to confidently align investments with their operational needs. Find out more below!

### KEY FEATURES:

- ✓ Rated AAf by Fitch Ratings
- ✓ Comprised of Permissible Investments by California Government Code Section 53601
- ✓ Competitive, Fixed Rate of Return
- ✓ Customized Redemption Date Selected by You!

## TERM SERIES II SUMMARY

<b>Minimum Investment Period:</b>	60 days
<b>Maximum Investment Period:</b>	One (1) Year [365 days]
<b>Minimum Investment:</b>	\$100,000
<b>Investment Rate:</b>	Fixed to planned redemption date. All investment rates are quoted net of fees and on a 365 basis unless noted otherwise.
<b>Planned Redemption Date:</b>	Principal plus interest is posted to the Participant's California CLASS account.
<b>Withdrawal Prior to Planned Redemption Date:</b>	Withdrawals made at any time prior to the planned redemption date are subject to an early redemption penalty associated with early liquidation which may reduce or eliminate income and/or may reduce principal.
<b>Rating:</b>	Fitch Ratings has assigned a AAf to the California CLASS Term Series II portfolio.

## YOUR DEDICATED RELATIONSHIP TEAM



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# INVESTING MADE EASY

Offering your local government a comprehensive approach to investing your funds

Investment Option	California CLASS Prime	California CLASS Enhanced Cash	California CLASS Term Series II
Portfolio Type	Prime-style fund	Enhanced cash	Target maturity fund
Safety	Rated 'AAAm' by S&P Global Ratings	Rated 'AAAF/S1' by FitchRatings	Rated 'AAAF' by Fitch Ratings
Liquidity Offered	Daily	Next-day	Held to maturity (of investors choosing)
Minimum Investment	None	None	\$100,000
Withdrawals	Unlimited	Unlimited	Planned redemption at maturity
Investment Horizon	Day-to-day	9-12 Months	60 to 365 Days
Dividend Rate	Apply daily	Accrue daily	Accrue daily / Paid at maturity
WAM	≤60 days	≤60 days	N/A
Net Asset Value (NAV)	Stable \$1.00 per share	Variable \$10.00 per share	Principal at maturity

## ELIGIBLE INVESTMENTS

California CLASS investments are made in accordance with California Statutes. Information regarding any investments in a California CLASS portfolio will be provided upon request. To review the California CLASS Investment Policy, please visit [www.californiaclass.com](http://www.californiaclass.com).

For Institutional Use Only. Public Trust Advisors, LLC, PMA Financial Network, LLC, PMA Securities, LLC and PMA Asset Management, LLC (collectively PTMA) are under common ownership. Public Trust Advisors, LLC and PMA Asset Management, LLC, are both SEC registered investment advisers. PMA Securities is a broker-dealer and municipal advisor registered with the SEC and MSRB and is a member of FINRA and SIPC. Registration with the SEC does not imply a certain level of skill or training. Marketing, securities, institutional brokerage services and municipal advisory services are offered through PMA Securities, LLC. Public Trust Advisors and PMA Asset Management provide investment advisory services primarily to local government investment pools ("Funds") and separate accounts. All other products are provided by PMA Financial Network, LLC.

Many factors affect performance including changes in market conditions and interest rates and in response to other economic, political, or financial developments. Investment involves risk including the possible loss of principal. No assurance can be given that the performance objectives of a given strategy will be achieved. California CLASS is not a bank. An investment in California CLASS is not insured by the Federal Deposit Insurance Corporation or any other government agency. Please read the applicable information statement(s) carefully before making any investment decision. **Past performance is no guarantee of future results. Any financial and/or investment decision may incur losses.**

The California CLASS prime-style portfolio is rated 'AAAm' by S&P Global Ratings. A 'AAAm' rating by S&P Global Ratings is obtained after S&P evaluates a number of factors including credit quality, market price exposure, and management. For a full description on rating methodology, please visit [www.spglobal.com](http://www.spglobal.com). California CLASS Enhanced Cash is rated 'AAAF/S1' by FitchRatings. California CLASS Term Series II is rated 'AAAF' by FitchRatings. The 'AAAF' rating is Fitch's opinion on the overall credit profile within a fixed-income fund/portfolio and indicates the highest underlying credit quality of the pool's investments. The 'S1' volatility rating is Fitch's opinion on the relative sensitivity of a portfolio's total return and/or net asset value to assumed changes in credit spreads and interest rates. The 'S1' volatility rating indicates that the fund possesses a low sensitivity to market risks. For a full description on rating methodology, please visit [www.fitchratings.com](http://www.fitchratings.com). Ratings are subject to change and do not remove credit risk.

Public Trust Advisors, LLC, a registered investment advisor with the U.S. Securities and Exchange Commission, provides investment advisory services to the Fund. PMA Securities, LLC, an affiliate of Public Trust Advisors, is a broker-dealer and municipal advisor registered with the SEC and MSRB and is a member of FINRA and SIPC and provides marketing, and securities and other institutional brokerage services.

**Honey Lake Valley Resource Conservation District  
Fiscal Year 2026 - 2027 Draft Budget**

	BLM GNA	CCLT Webinar	CDFA WMA	CEQA Goodrich	General Fund	Moonlight	NACD TA2024	RAC	USFS 2	USFS Post Fire	Work Force	Trout Unlimited	WCN Restoration	WCN Wildlife	Watermaster	Total 2026/2027 Budget
<b>Revenue</b>																
Admin Income	\$25,069.23		\$8,807.09	\$4,981.44	\$15,000.00	\$6,500.00		\$2,419.12	\$51,234.14	\$58,738.55	\$2,712.06	\$242.43	\$4,206.00	\$10,053.32		\$189,963.38
CEQA Fees					\$6,500.00											\$6,500.00
Grant Proceeds	\$250,692.27	\$5,000.00	\$88,070.89					\$16,127.44	\$512,341.36	\$587,385.49	\$15,679.43	\$4,848.69	\$200,331.99	\$107,511.43		\$1,787,988.99
<b>Watermasters</b>																
Apportionments															\$126,160.24	\$126,160.24
Direct Billing															\$34,332.10	\$34,332.10
Truck Lease Income															\$3,066.00	\$3,066.00
<b>Total Watermasters</b>															\$163,558.34	\$163,558.34
<b>Total Revenue</b>	<b>\$275,761.50</b>	<b>\$5,000.00</b>	<b>\$96,877.98</b>	<b>\$4,981.44</b>	<b>\$21,500.00</b>	<b>\$6,500.00</b>	<b>\$0.00</b>	<b>\$18,546.56</b>	<b>\$563,575.50</b>	<b>\$646,124.04</b>	<b>\$18,391.49</b>	<b>\$5,091.12</b>	<b>\$204,537.99</b>	<b>\$117,564.75</b>	<b>\$163,558.34</b>	<b>\$2,148,010.71</b>
<b>Gross Profit</b>	<b>\$275,761.50</b>	<b>\$5,000.00</b>	<b>\$96,877.98</b>	<b>\$4,981.44</b>	<b>\$21,500.00</b>	<b>\$6,500.00</b>	<b>\$0.00</b>	<b>\$18,546.56</b>	<b>\$563,575.50</b>	<b>\$646,124.04</b>	<b>\$18,391.49</b>	<b>\$5,091.12</b>	<b>\$204,537.99</b>	<b>\$117,564.75</b>	<b>\$163,558.34</b>	<b>\$2,148,010.71</b>
<b>Expenditures</b>																
Bank Charges & Fees					\$4,400.00										\$0.00	\$4,400.00
Car & Truck	\$4,075.00		\$2,368.00		\$3,750.00			\$1,788.50	\$1,812.50	\$1,812.50	\$588.52	\$747.72	\$1,019.57	\$2,780.00	\$2,500.00	\$23,242.31
CEQA				\$51.50	\$0.00	\$51.50										\$103.00
Contractors	\$230,000.00		\$18,298.56					\$4,254.50	\$427,811.93	\$500,988.53			\$170,000.00			\$1,351,353.52
Employee Reimbursements																
Equipment			\$5,400.63					\$970.00					\$1,363.50			\$7,734.13
<b>Facilities</b>																
Rent & Lease					\$26,400.00				\$6,450.00	\$6,450.00					\$0.00	\$39,300.00
Utilities					\$4,200.00										\$0.00	\$4,200.00
<b>Total Facilities</b>	<b>\$0.00</b>			<b>\$0.00</b>	<b>\$30,600.00</b>		<b>\$0.00</b>	<b>\$0.00</b>	<b>\$6,450.00</b>	<b>\$6,450.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$43,500.00</b>
Grant Expenditures	\$0.00		\$30,771.71						\$16,706.75	\$16,706.75	\$468.00	\$60.00	\$1,216.91	\$500.00		\$66,430.12
Indirect Cost Recovery															\$15,000.00	\$15,000.00
Insurance					\$40,000.00					\$12,500.00					\$15,000.00	\$67,500.00
Job Advertising & Marketing																\$0.00
Job Supplies			\$4,950.00		\$1,000.00										\$2,500.00	\$8,450.00
Lease					\$3,066.60										\$0.00	\$3,066.60
Legal & Professional Services					\$20,000.00			\$7,500.00	\$6,300.00						\$30,000.00	\$63,800.00
Meals & Entertainment					\$300.00										\$0.00	\$300.00
Membership Dues					\$3,000.00										\$0.00	\$3,000.00
Mileage Reimbursement					\$150.00										\$0.00	\$150.00
Office Supplies & Software	\$250.00				\$7,500.00			\$1,032.50	\$2,000.00	\$1,500.00			\$450.00	\$5,080.00	\$5,000.00	\$22,812.50
<b>Payroll</b>																
Payroll Taxes	\$1,720.94	\$425.55	\$2,763.43	\$212.77	\$2,127.09	\$212.77	\$0.00	\$849.78	\$6,132.36	\$5,707.47	\$1,274.67	\$424.89	\$2,763.43	\$9,818.28	\$11,354.68	\$45,788.13
Payroll Wages	\$14,646.32	\$3,621.70	\$23,518.56	\$1,810.85	\$18,102.86	\$1,810.85	\$0.00	\$7,232.16	\$52,190.32	\$48,574.24	\$10,848.24	\$3,616.08	\$23,518.56	\$83,559.84	\$96,635.60	\$389,686.18
<b>Total Payroll</b>	<b>\$16,367.26</b>	<b>\$4,047.25</b>	<b>\$26,281.99</b>	<b>\$2,023.62</b>	<b>\$20,229.95</b>	<b>\$2,023.62</b>	<b>\$0.00</b>	<b>\$8,081.94</b>	<b>\$58,322.68</b>	<b>\$54,281.71</b>	<b>\$12,122.91</b>	<b>\$4,040.97</b>	<b>\$26,281.99</b>	<b>\$93,378.12</b>	<b>\$107,990.28</b>	<b>\$435,474.31</b>
Payroll Platform Expenses					\$3,500.00										\$1,650.00	\$5,150.00
Repairs & Maintenance															\$0.00	\$0.00
Taxes & Licenses															\$0.00	\$0.00
Telecommunications					\$1,050.00					\$696.00				\$840.00	\$500.00	\$3,086.00
Trainings + Conferences					\$1,000.00				\$1,500.00		\$2,500.00			\$1,500.00	\$1,500.00	\$8,000.00
Travel															\$0.00	\$0.00
WM Gas															\$5,500.00	\$5,500.00
WM Vehicle Service/Repair															\$5,000.00	\$5,000.00
<b>Total Expenditures</b>	<b>\$250,692.26</b>	<b>\$4,047.25</b>	<b>\$88,070.89</b>	<b>\$2,075.12</b>	<b>\$139,546.55</b>	<b>\$2,075.12</b>	<b>\$0.00</b>	<b>\$16,127.44</b>	<b>\$522,103.86</b>	<b>\$601,235.49</b>	<b>\$15,679.43</b>	<b>\$4,848.69</b>	<b>\$200,331.97</b>	<b>\$104,078.12</b>	<b>\$192,140.28</b>	<b>\$2,128,052.49</b>
<b>Net Operating Revenue</b>	<b>\$25,069.24</b>	<b>\$952.75</b>	<b>\$8,807.09</b>	<b>\$2,906.32</b>	<b>-\$118,046.55</b>	<b>\$4,424.88</b>	<b>\$0.00</b>	<b>\$2,419.12</b>	<b>\$41,471.64</b>	<b>\$44,888.55</b>	<b>\$2,712.06</b>	<b>\$242.43</b>	<b>\$4,206.02</b>	<b>\$13,486.63</b>	<b>-\$28,581.94</b>	<b>\$19,958.22</b>
<b>Other Revenue</b>																\$0.00
Interest Income					\$7,500.00										\$16,400.00	\$23,900.00
<b>Total Other Revenue</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$7,500.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$16,400.00</b>	<b>\$23,900.00</b>
<b>Net Other Revenue</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$7,500.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$16,400.00</b>	<b>\$23,900.00</b>
<b>Net Revenue</b>	<b>\$25,069.24</b>	<b>\$952.75</b>	<b>\$8,807.09</b>	<b>\$2,906.32</b>	<b>-\$110,546.55</b>	<b>\$4,424.88</b>	<b>\$0.00</b>	<b>\$2,419.12</b>	<b>\$41,471.64</b>	<b>\$44,888.55</b>	<b>\$2,712.06</b>	<b>\$242.43</b>	<b>\$4,206.02</b>	<b>\$13,486.63</b>	<b>-\$12,181.94</b>	<b>\$28,858.22</b>

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

**1. PARTIES AND DATE**

This Agreement for Services (“Agreement”) is entered into as of this \_\_\_\_ day of May, 2026 by and between the Honey Lake Valley Resource Conservation District, a public agency organized under the laws of the State of California with its principal place of business at 1516 Main Street Suite A, Susanville CA, 96130 (“District”) and Tubit Enterprises Inc. a corporation with its principal place of business at 21640 South Vallejo Street, Burney CA, 96130 (“Contractor”). District and Contractor are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

**2. RECITALS**

**2.1 Contractor.**

Contractor desires to perform and assume responsibility for the provision of certain post-fire restoration services required by District on the terms and conditions set forth in this Agreement. Contractor represents that it is experienced in providing fire restoration services to public clients, is licensed in the State of California, and is familiar with the plans of District.

**2.2 Project.**

District desires to engage Contractor to render such services for the White Post Fire Restoration Project (“Project”) as set forth in this Agreement.

**3. TERMS**

**3.1 Scope of Services and Term.**

**3.1.1 General Scope of Services.** Contractor promises and agrees to furnish to District all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the services and advice on various issues affecting the decisions of District regarding the Project and on other programs and matters affecting District (“Services”). The Services are more particularly described in Exhibit “A” attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

**3.1.2 Term.** The term of this Agreement shall be from June 1, 2026 to September 1, 2026 unless earlier terminated as provided herein. Contractor shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

### **3.2 Compensation.**

3.2.1 Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed Three Hundred Thousand dollars (\$300,000) ("Total Contract Price") without written approval of District's General Manager.

3.2.2 Payment of Compensation. Contractor shall submit to District a monthly itemized statement which indicates work completed and hours of Services rendered by Contractor. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. District shall, within forty-five (45) days of receiving such statement, review the statement and pay all approved charges thereon.

3.2.3 Reimbursement for Expenses. Contractor shall not be reimbursed for any expenses unless authorized in writing by District.

3.2.4 Additional Work. At any time during the term of this Agreement, District may request that Contractor perform Extra Work. As used herein, "Extra Work" means any work which is determined by District to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement.

The District Manager may approve Extra Work up to ten percent (10%) of the amount of the Agreement or Thirty Thousand dollars (\$30,000). Any Extra Work in excess of this amount shall be approved by the District Council. Contractor shall not perform, nor be compensated for, Extra Work without written authorization from District's Representative.

### **3.3 Responsibilities of Contractor.**

3.3.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Contractor or under its supervision. Contractor will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. District retains Contractor on an independent contractor basis and not as an employee of District. Contractor retains the right to perform similar or different services for others during the term of this Agreement. Any personnel performing the Services under this Agreement on behalf of Contractor shall also not be employees of District and shall at all times be under Contractor's exclusive direction and control. Neither District, or any of its officials, officers, directors, employees or agents shall have control over the conduct of Contractor or any of Contractor's officers, employees or agents, except as set forth in this Agreement. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance

(a) PERS Eligibility Indemnification. In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System ("PERS") to be eligible for enrollment in PERS as an employee of the District, Contractor shall indemnify, defend, and hold harmless District for the payment of any employee

and/or employer contributions for PERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of District.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Contractor and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by District, including but not limited to eligibility to enroll in PERS as an employee of District and entitlement to any contribution to be paid by District for employer contribution and/or employee contributions for PERS benefits..

### 3.3.2 Schedule of Services/Time for Performance.

(a) Contractor shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Contractor represents that it has the skilled personnel required to perform the Services in conformance with such conditions. In order to facilitate Contractor's conformance with the Schedule, District shall respond to Contractor's submittals in a timely manner. Upon request of District, Contractor shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

(b) Neither District nor Contractor 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 a Force Majeure Event. A Force Majeure Event shall mean an event that materially affects a Party's performance and is one or more of the following: (1) Acts of God or other natural disasters; (2) terrorism or other acts of a public enemy; (3) orders of governmental authorities (including, without limitation, unreasonable and unforeseeable delay in the issuance of permits or approvals by governmental authorities that are required for the services); (4) strikes and other organized labor action occurring at the site and the effects thereof on the services, only to the extent such strikes and other organized labor action are beyond the control of Contractor and its subcontractors, and to the extent the effects thereof cannot be avoided by use of replacement workers; and (5) pandemics, epidemics or quarantine restrictions. For purposes of this section, "orders of governmental authorities," includes ordinances, emergency proclamations and orders, rules to protect the public health, welfare and safety, and other actions of a public agency applicable to the services and Agreement.

(c) Should a Force Majeure Event 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. Force Majeure Events and/or delays, regardless of the Party responsible for the delay, shall not entitle Contractor to any additional compensation. Notwithstanding the foregoing in this section, the District may still terminate this Agreement in accordance with the termination provisions of this Agreement.

3.3.3 Conformance to Applicable Requirements. All work prepared by Contractor shall be subject to the approval of District.

3.3.4 Substitution of Key Personnel. Contractor has represented to District that certain key personnel will perform and coordinate the Services under this Agreement. Should

one or more of such personnel become unavailable, Contractor may substitute other personnel of at least equal competence and experience upon written approval of District. In the event that District and Contractor cannot agree as to the substitution of key personnel, District shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to District, or who are determined by District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by Contractor at the request of District. The key personnel for performance of this Agreement are as follows:

**District Manager**

Kelsey Siemer  
kmarks@honeylakevalleyrcd.us

**Forestry Coordinator**

Catherine Wooster  
postfire@honeylakevalleyrcd.us

3.3.5 District's Representative. District hereby designates Catherine Wooster, Contracting Officer Representative, or her designee, to act as its representative for the performance of this Agreement ("District's Representative"). District's Representative shall have the power to act on behalf of District for all purposes under this Agreement. Contractor shall not accept direction or orders from any person other than District's Representative or her designee.

3.3.6 Contractor's Representative. Contractor hereby designates Doug Lindgren, or his or her designee, to act as its representative for the performance of this Agreement ("Contractor's Representative"). Contractor's Representative shall have full authority to represent and act on behalf of Contractor for all purposes under this Agreement. Contractor's Representative shall supervise and direct the Services, using his or her best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.3.7 Coordination of Services. Contractor agrees to work closely with District staff in the performance of Services and shall be available to District's staff, contractors and other staff at all reasonable times.

3.3.8 Standard of Care; Performance of Employees. Contractor shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by contractors in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the calling necessary to perform the Services. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Contractor 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 any required business license, and that such licenses and approvals shall be maintained throughout the term of this Agreement. Contractor 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 Contractor's failure to comply with the standard of care provided for herein, and shall be fully responsible to District for all damages and other liabilities provided for in the indemnification

provisions of this Agreement arising from the Contractor's errors and omissions.. Any employee of Contractor or its subcontractors 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 Contractor and shall not be re-employed to perform any of the Services or to work on the Project.

3.3.9 Laws and Regulations. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Services. If Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to District, Contractor shall be solely responsible for all costs arising therefrom. Contractor shall defend, indemnify and hold District, its officials, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.3.10 Insurance.

(a) Time for Compliance. Contractor shall not commence work under this Agreement until it has provided evidence satisfactory to the District that it has secured all insurance required under this section. In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the District that the subcontractor has secured all insurance required under this section. Failure to provide and maintain all required insurance shall be grounds for the District to terminate this Agreement for cause.

(b) Types of Insurance Required. As a condition precedent to the effectiveness of this Agreement for work to be performed hereunder, and without limiting the indemnity provisions of the Agreement, the Contractor, in partial performance of its obligations under such Agreement, shall procure and maintain in full force and effect during the term of the Agreement the following policies of insurance. If the existing policies do not meet the insurance requirements set forth herein, Contractor agrees to amend, supplement or endorse the policies to do so.

(1) Commercial General Liability: Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 00 01, or the exact equivalent, with limits of not less than \$2,000,000 per occurrence and no less than \$4,000,000 in the general aggregate. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions (1) limiting coverage for contractual liability; (2) excluding coverage for claims or suits by one insured against another (cross-liability); (3) products/completed operations liability; or (4) containing any other exclusion(s) contrary to the terms or purposes of this Agreement.

(2) Automobile Liability Insurance: Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 00 01 covering "Any Auto" (Symbol 1), or the exact equivalent, covering bodily injury and property damage for all activities with limits of not less than \$1,000,000 combined limit for each occurrence.

(3) Workers' Compensation: Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than \$1,000,000 per accident for bodily injury and disease.

(c) Insurance Endorsements. Required insurance policies shall contain the following provisions, or Contractor shall provide endorsements on forms approved by the District to add the following provisions to the insurance policies:

(1) Commercial General Liability: (1) Additional Insured: The District, its officials, officers, employees, agents, and volunteers shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement. Additional Insured Endorsements shall not (1) be restricted to "ongoing operations"; (2) exclude "contractual liability"; (3) restrict coverage to "sole" liability of Contractor; or (4) contain any other exclusions contrary to the terms or purposes of this Agreement. For all policies of Commercial General Liability insurance, Contractor shall provide endorsements in the form of ISO CG 20 10 10 01 and 20 37 10 01 (or endorsements providing the exact same coverage) to effectuate this requirement. (2) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the District except ten (10) days shall be allowed for non-payment of premium.

(2) Automobile Liability. (1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the District except ten (10) days shall be allowed for non-payment of premium.

(3) Workers' Compensation: (1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the District except ten (10) days shall be allowed for non-payment of premium. (2) Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the District, its officials, officers, employees, agents, and volunteers.

(d) Primary and Non-Contributing Insurance. All policies of Commercial General Liability and Automobile Liability insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the District, its officials, officers, employees, agents, or volunteers shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.

(e) Waiver of Subrogation. All required insurance coverages shall contain or be endorsed to waiver of subrogation in favor of the District, its officials, officers, employees, agents, and volunteers or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against District, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

(f) Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be approved in writing by the District and shall protect the District, its officials, officers, employees, agents, and volunteers in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

(g) Evidence of Insurance. The Contractor, concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates on forms approved by the District, together with all endorsements affecting each policy. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the District for approval. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15 days) prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the District. If such coverage is cancelled or reduced and not replaced immediately so as to avoid a lapse in the required coverage, Contractor shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the District evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

(h) Acceptability of Insurers. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VIII and authorized to transact 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) Enforcement of Agreement Provisions (non estoppel). Contractor acknowledges and agrees that actual or alleged failure on the part of the District to inform Contractor of non-compliance with any requirement imposes no additional obligation on the District nor does it waive any rights hereunder.

(j) Requirements Not Limiting. Requirement of specific coverage or minimum 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.

(k) Additional Insurance Provisions

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

(2) 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 Contractor or District will withhold amounts sufficient to pay premium from Contractor payments. In the alternative, District may cancel this Agreement.

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

(4) Neither the District nor any of its officials, officers, employees, agents or volunteers shall be personally responsible for any liability arising under or by virtue of this Agreement.

(5) 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 Contractor from liability in excess of such coverage, nor shall it limit the Contractor's indemnification obligations to the District and shall not preclude the District from taking such other actions available to the District under other provisions of the Agreement or law.

(6) Contractor shall report to the District, in addition to Contractor's insurer, any and all insurance claims submitted by Contractor in connection with the Services under this Agreement.

(l) Insurance for Subcontractors. Contractor shall include all subcontractors engaged in any work for Contractor relating to this Agreement as additional insureds under the Contractor's policies, or the Contractor shall be responsible for causing subcontractors to purchase the appropriate insurance in compliance with the terms of these Insurance Requirements, including adding the District, its officials, officers, employees, agents, and volunteers as additional insureds to the subcontractor's policies. All policies of Commercial General Liability insurance provided by Contractor's subcontractors performing work relating to this Agreement shall be endorsed to name the District, its officials, officers, employees, agents and volunteers as additional insureds using endorsement form ISO CG 20 38 04 13 or an endorsement providing equivalent coverage. Contractor shall not allow any subcontractor to commence work on any subcontract relating to this Agreement until it has received satisfactory evidence of subcontractor's compliance with all insurance requirements under this Agreement, to the extent applicable. The Contractor shall provide satisfactory evidence of compliance with this section upon request of the District.

3.3.11 Safety. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, Contractor 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 lifesaving 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.

### **3.4 Labor Code Requirements.**

3.4.1 Prevailing Wage. Contractor 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, Contractor agrees to fully comply with such Prevailing Wage Laws. Contractor shall defend, indemnify and hold the 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 Contractor and all subcontractors 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.

3.4.2 Registration. 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 Contractor and all subcontractors performing such Services must be registered with the Department of Industrial Relations. Contractor shall maintain registration for the duration of the Project and require the same of any subcontractors, 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.

3.4.3 Compliance Monitoring. This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Contractor’s sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor that affect Contractor’s performance of Services, including any delay, shall be Contractor’s sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Contractor caused delay and shall not be compensable by the District. Contractor shall defend, indemnify and hold the 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 Contractor or any subcontractor.

3.4.4 Labor Certification. By its signature hereunder, Contractor certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers’ Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

### **3.5 Termination of Agreement.**

3.5.1 Grounds for Termination. District may, by written notice to Contractor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Contractor shall be compensated only for those services which have been fully and adequately rendered to District through the effective date of the termination, and Contractor shall be entitled to no further compensation. Contractor may not terminate this Agreement except for cause. The rights and remedies of the District provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law, equity or under this Agreement.

3.5.2 Effect of Termination. If this Agreement is terminated as provided herein, District may require Contractor to provide all finished or unfinished Documents and Data, as defined below, and other information of any kind prepared by Contractor in connection with the performance of Services under this Agreement. Contractor shall be required to provide such document and other information within fifteen (15) days of the request.

3.5.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, District may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

### **3.6 Indemnification.**

3.6.1 Scope of Indemnity. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold the District, its officials, employees, agents and volunteers free and harmless from any and all claims, demands, causes of action, suits, actions, proceedings, costs, expenses, liability, judgments, awards, decrees, settlements, loss, damage or injury of any kind, in law or equity, regardless of whether the allegations are false, fraudulent, or groundless, to property or persons, including wrongful death, (collectively, "Claims") in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Contractor, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Contractor's Services, the Project or this Agreement, including without limitation the payment of all expert witness fees, attorneys' fees and other related costs and expenses. Notwithstanding the foregoing, to the extent required by Civil Code section 2782, Contractor's indemnity obligation shall not apply to such loss or damage which is caused by the sole negligence or willful misconduct of the District.

3.6.2 Additional Indemnity Obligations. Contractor shall defend, with counsel of District's choosing and at Contractor's own cost, expense and risk, any and all Claims covered by this section that may be brought or instituted against District or its officials, employees, agents and volunteers. In addition, Contractor shall pay and satisfy any judgment, award or decree that may be rendered against District or its officials, employees, agents and volunteers as part of any such claim, suit, action or other proceeding. Contractor shall also reimburse District for the cost of any settlement paid by District or its officials, employees, agents and volunteers as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for District's attorney's fees and costs, including expert witness fees. Contractor shall reimburse District and its officials, employees, agents and volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the District, its officials, employees, agents and volunteers.

### **3.7 General Provisions.**

3.7.1 Accounting Records. Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred and fees charged under this Agreement. All such records shall be clearly identifiable. Contractor shall allow a representative of District during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

#### **3.7.2 Independent Contractors and Subcontracting.**

(a) Use of Contractors. Contractor is aware of statutory and case law regarding classification of workers as independent contractors, including California Labor Code Section 2750.3 and Dynamex Operations West, Inc. v. Superior Court, 4 Cal. 5th 903 (2018). To ensure that Contractor is in compliance with the California Labor Code, Contractor shall only

utilize its employees to provide the Services. Contractor may not provide the services through any independent contractor, subcontractor or subconsultant ("Subcontractor(s)") unless approved by the District as set forth in Section 3.7.2 below. Contractor represents and warrants that all personnel who perform the Services on Contractor's behalf are Contractor's employees, and that Contractor complies with all applicable laws, rules and regulations governing its employees, including, but not limited to, the California Labor Code, Unemployment Insurance Code and all applicable Industrial Welfare Commission Wage Orders.

(b) Prior Approval Required. Contractor shall not use any Subcontractor to provide the Services, or any portion of the work required by this Agreement, without prior written approval of District. In the event that District authorizes Contractor to use a Subcontractor, Contractor shall enter into a written agreement with the Subcontractor, which must include all provisions of the Agreement, including a restriction on the Subcontractor's use of further independent contractors, subcontractors or subconsultants without the District's prior written consent.

3.7.3 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

**Contractor:**

Doug Lindgren, President  
Tubit Enterprises Inc.  
21640 South Vallejo Street, Burney CA, 96130

**District:**

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

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.7.4 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.7.5 Attorneys' Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorneys' fees and all costs of such action.

3.7.6 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be supplemented, amended or modified by a writing signed by both Parties.

3.7.7 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Lassen County.

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

3.7.9 District's Right to Employ Other Contractors. District reserves the right to employ other Contractors in connection with this Project.

3.7.10 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.7.11 Assignment or Transfer. shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the 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.

3.7.12 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Contractor include all personnel, employees, agents, and subcontractors of Contractor, except as otherwise specified in this Agreement. All references to District include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

3.7.13 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.7.14 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

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

3.7.16 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.7.17 Prohibited Interests. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Contractor 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 Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Contractor further agrees to file, or shall cause its employees or subcontractors to file, a Statement of Economic Interest with the District's Filing Officer as required under state law in the performance of the

Services. 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 member, 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.

3.7.18 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. 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. Contractor shall also comply with all relevant provisions of any minority business enterprise program, affirmative action plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.7.19 Authority to Enter Agreement. Contractor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.7.20 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.7.21 Employment Adverse to District. Contractor shall notify District, and shall obtain District's written consent, prior to accepting work to assist with or participate in a third-party lawsuit or other legal or administrative proceeding against District during the term of this Agreement.

3.7.22 Conflict of Employment. Employment by Contractor of personnel currently on the payroll of District shall not be permitted in the performance of this Agreement, even though such employment may occur outside of the employee's regular working hours or on weekends, holidays or vacation time. Further, the employment by Contractor of personnel who have been on District's payroll within one year prior to the date of execution of this Agreement, where this employment is caused by and or dependent upon Contractor securing this or related Agreements with District, is prohibited.

3.7.23 Survival. All rights and obligations hereunder that by their nature are to continue after any expiration or termination of this Agreement, including, but not limited to, the indemnification and confidentiality obligations, and the obligations related to receipt of subpoenas or court orders, shall survive any such expiration or termination.

**3.8 Federal Provisions.** When funding for the Services is provided, in whole or in part, by an agency of the federal government, Contractor shall also fully and adequately comply with the provisions included in Exhibit "D" (Federal Requirements) attached hereto and incorporated herein by reference ("Federal Requirements"). With respect to any conflict between such Federal Requirements and the terms of this Agreement and/or the provisions of state law, the more stringent requirement shall control.

**SIGNATURE PAGE FOR AGREEMENT FOR GENERAL SERVICES  
BETWEEN THE HONEY LAKE VALLEY RESOURCE CONSERVATION DISTRICT AND  
TUBIT ENTERPRISES INC.**

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed on the day and year first above written.

**HONEY LAKE VALLEY RESOURCE  
CONSERVATION DISTRICT**

**TUBIT ENTERPRISES INC**

*Approved By:*

**[If Corporation, TWO SIGNATURES,  
President OR Vice President AND  
Secretary OR Treasurer REQUIRED]**

\_\_\_\_\_  
Jesse Claypool  
Board Chair

By: \_\_\_\_\_

*Approved as to Form:*

Its: \_\_\_\_\_

\_\_\_\_\_  
Best Best & Krieger LLP  
General Counsel

Printed Name: \_\_\_\_\_

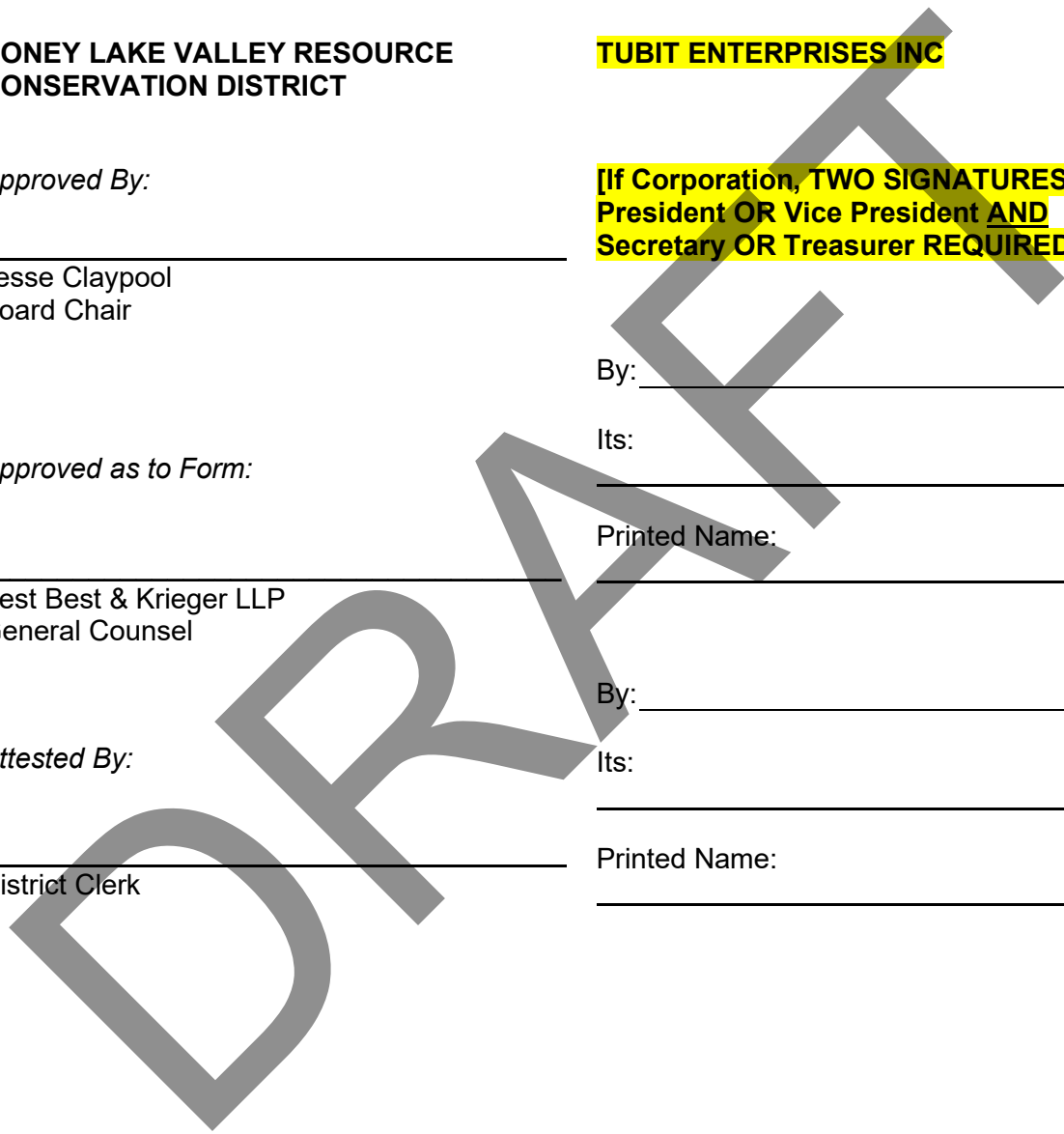
*Attested By:*

By: \_\_\_\_\_

\_\_\_\_\_  
District Clerk

Its: \_\_\_\_\_

Printed Name: \_\_\_\_\_



## EXHIBIT "A"

### SCOPE OF SERVICES

The White Project is a post fire restoration project which aims to remove or alter the composition of burnt vegetation on ~40 acres of forest owned by one private nonindustrial forest landowners. Project site burned in the Sheep Fire (2020). The project objectives are to substantially reduce or eliminate the threat of fire-killed trees within the project boundary.

#### Scope of Work

- Felling: hand fell and/or mechanical fell (feller buncher) all standing fire killed trees > 4-inch DBH.
- Dead and down trees will also be removed.
- Skidding/Bunching: skid all felled woody material by skidder or tractor to landing or tractor pile in unit - preference will be to skid felled material to landing.
- Locations of tractor-piling shall be as agreed with the RPF.
- Disposal: decked material in landing will be chipped and removed from the site, or masticated, or a combination thereof upon agreement of RPF and the District.
- RPF and LTO shall agree upon and flag landing locations. Following biomass removal, landing location shall be recontoured and installed with erosion control structures, as necessary
- Slash debris shall not exceed 20 inches resting height above the ground. Scattered pieces may be left for soil cover and wildlife needs.
- Stump heights shall not exceed 10" on the uphill side.
- The project will involve the installation of a temporary road crossing on a fish bearing Class I watercourse. The crossing location has gentle side slopes and was historically used as a crossing location for timber operations. The installation will be covered utilizing a 1600 agreement that will be issued by California Department of Fish and Wildlife and would be subject to inspection at any point during installation or use and upon removal. The crossing will consist of installing two 36" CMP's (Corrugated Metal Pipe) each 20' in length that are on the property and will need to be moved to crossing location. Additionally, it is anticipated that that an additional 4 pipes will need to be provided by the contractor to be placed adjacent to the 36" CMP and will need to be 12-18" in diameter and approximately 16-20' in length. The contractor shall include in their bid price the placement of clean crushed rock 1-2" rock size to be used as fill and on the crossing approaches with an estimated volume of 75 yards. Upon completion of use the contractor will be required to pull the crossing and install drainage control (waterbars) on both approaches and treat the road surface with either and or the rock from the crossing or straw for a distance of approximately 75' in either direction.

The two 36" culverts will be left on site for landowners.

- Roads used for commercial haul will be satisfactorily treated for dust abatement under dry road conditions.

## **SALE OF LOGS AND CHIPS**

Legal ownership and title of merchantable usable wood fiber material resulting from the project shall be vested with the Contractor. The Contractor may sell or arrange for the purchase of wood fiber (saw logs, biomass chips, and/or firewood) removed from the property. The successful proposer/s may remove material to chip or biomass facilities, provided there is agreement and approval by HLVRCD on accountability procedures commonly used such as third-party scalers or weight scales.

Anticipated revenue from chips should be reflected in the bidders price/ unit. The Contractor will be responsible for the California Timber Yield Tax, if/when any wood fiber is sold. Load receipts and sequentially-numbered trip tickets will be submitted to HLVRCD as proof of delivery.

Funding for this project comes from the United States Forest Service State and Private Forestry grant program. The grant program is a non-commercial grant program, and all revenue earned through sales of logs and chips must be used to defray the costs of operations (i.e., contractor will receive and retain delivered log values to defray costs of operation).

## **PROJECT LOCATION**

- Attached maps show the location of units to be treated.
- The project area is located in Lassen County, CA near the community of Susanville.
- Roads within the project area are generally accessible between the months of May through November.

## **SERVICES AND PRICES**

Description: Biomass Utilization

Acres: ~40

Unit Price: \$3,599

Date Completed: 09/01/2026

- The total contract amount shall not exceed \$300,000
- The contractor will operate in good faith with the District, its agents, and subcontractors to follow treatment specifications that satisfy the goals of site preparation within the stated NTE award amounts.
- Contractor and District may elect to negotiate prices based on treatments available at a unit by unit basis. Negotiated rates shall be recognized in a written amendment valid only when signed by both parties.

## **ROAD MAINTENANCE AND EROSION CONTROL**

All roads shown on contract maps shall be left in the original condition existing prior to the commencement of work on this contract. Roads which do not appear on contract maps as well as roads opened by the Contractor for their use shall be considered temporary and be blocked at conclusion of the work being performed. The contractor shall install water bars on tractor/skid roads and logging roads as specified in the Forest Practice Rules (14 CCR 934.6). Any water bars in skid trails disturbed by the Contractor's operations shall be restored to the condition prior to damage, at the Contractor's expense. Slash may not be left in the logging roads, as this would pose a traffic hazard.

## **EMERGENCIES**

**Fire Plan** Fire Plan Requirement On days of Project Activity Level (PAL) "Ev" and at any time a burning permit is required by the State of California, Contractor shall be in compliance with the fire prevention requirements of the Forest Practice Rules (14 CCR 938, et seq), including without limitation a tractor or other equipment with a blade capable of constructing fire line, as well as water tender with a capacity of at least 500 gallons of water equipped with fire hose and fire fighting tools, which must be must be located within ¼ mile of the operating equipment.  
[X] See Attached Fire Plan

*Area of Responsibility for Fire.* Unless otherwise noted elsewhere in the contract, the Fire Plan defines the limits of a contractor's area of responsibility for fire.

## **SPILL PLAN**

If the total oil or oil products storage exceeds 1,320 gallons or if any single container exceeds a capacity of 660 gallons, the Contractor shall prepare and implement a Spill Prevention and Countermeasures (SPCC) Plan. Such plan shall meet applicable EPA requirements (40 CFR 112), including certification by a registered professional engineer. The Contractor under the direction of the Contracting Officer, or in the absence of said officer, acting independently, shall immediately take action to contain and clean up, without expense to the District, all petroleum products spills on or in the vicinity of the project which are caused by the Contractor's employees directly or indirectly as a result of contract operations. The Contractor may be held liable for all damages and costs of additional labor, subsistence, equipment, supplies, and transportation deemed necessary by the District for the containment and cleanup of petroleum products spills caused by Contractor's employees or resulting from contract operations. The Contractor shall immediately report all petroleum products spills to the Contracting Officer.

## **EQUIPMENT CLEANING**

All off-road equipment used on this project shall be washed before moving into the project area so that the equipment is free of soil, seeds, vegetative material, or other debris that could contain or hold seeds of noxious weeds. "Off-road equipment" includes all ATVs and UTVs, logging and construction equipment and such brushing equipment as brush hogs, masticators, and chippers; it does not include log trucks, chip vans, service vehicles, water trucks, pickup trucks, and similar vehicles not intended for off-road use. Equipment will be considered clean when visual inspection does not reveal soil, seeds, plant material, or other such debris. Disassembly of equipment components or specialized inspection equipment is not required.

## EMPLOYMENT OF ELIGIBLE WORKERS

a) Labor standards for contracts involving H-2B workers or migrant and seasonal agricultural workers 1. General This contract is subject to the Migrant and Seasonal Agricultural Worker Protection Act (MSPA), 29 United States Code (U.S.C) 1801-1872, and to the U.S. Department of Labor (DOL) regulations implementing MSPA 29 Code of Federal Regulations (CFR) Part 500. MSPA eliminates activities detrimental to migrant and seasonal agricultural workers, requires registration of Farm Labor Contractors, and ensures necessary protection for the workers. Information regarding MSPA can be found at <http://www.dol.gov/whd/mspa/index.htm>. If workers are hired under the H-2B program, (8 CFR Section 274A provisions of the Immigration and Nationality Act (INA) for the admission of nonimmigrants to the U.S. to perform temporary labor or services) a Temporary Employment Certification issued by the Office of Foreign Labor Certification (OFLC) in the Department of Labor Employment and Training Administration is required. For further information on the requirements of the H-2B program, visit OFLC's website at <http://www.foreignlaborcert.doleta.gov/> or Wage and Hour's website at <http://www.dol.gov/whd/immigration/H2BFinalRule/index.htm>. Compliance with MSPA and the INA is a material condition of this contract. If the contractor employs any unauthorized worker(s) during the performance of this contract that violates section 274A of the INA, the District may terminate the contract, in addition to other remedies or penalties prescribed by law.

### Definitions

a) H-2B worker: as used in this part means a nonimmigrant holding a visa authorizing the individual to legally work in the US to perform temporary labor or services. A worker with an H-2B visa ("H-2B worker") may also be considered a migrant agricultural worker under MSPA depending on the type and nature of work performed.

b) Migrant Agricultural Worker and Seasonal Agricultural Worker: as used in this part means individuals employed for agricultural (including forestry) work on a seasonal or temporary basis.

i. A worker, moving from one seasonal activity to another, is employed on a seasonal basis even though the worker may continue to be employed during a major portion of the year.

ii. An overnight absence from the migrant workers permanent place of residence is required.

iii. Members of the contractor's immediate family are not considered migrant or seasonal workers. Immediate family includes:

- Spouse
- Children, stepchildren, or foster children
- Parents, stepparents, or foster parents, or
- Brothers and sisters

c) Farm Labor Contractor (FLC). As used in this part means a person including an individual, partnership, association, joint stock company or a corporation, who, for any money or other valuable consideration, paid or promised to be paid, performs any recruiting, soliciting, hiring, employing, furnishing, or transporting of any migrant or seasonal agricultural worker.

### Registration Requirements

a) Any contractor providing or hiring H-2B nonimmigrants for work under this contract shall provide a copy of their Temporary Employment Certificate. General information about the H-2B program can be found on Fact Sheet # 78 at <http://www.dol.gov/whd/regs/compliance/whdfs78.htm>. Contractors can apply for the certificate through the US DOL Employment & Training Administration's on line iCERT Visa Portal System at <https://icert.doleta.gov/> or by paper application.

b) Any contractor who meets the definition in (2.iii.) above providing or hiring migrant or seasonal workers to perform agricultural or manual forestry work shall first obtain a Federal DOL Farm Labor Contractor Certificate of Registration ([http://www.dol.gov/whd/forms/fts\\_wh530.htm](http://www.dol.gov/whd/forms/fts_wh530.htm)). The contractor shall carry the certificate at all times while engaged in contract performance and shall display it upon request. Any of the contractor's employees who perform any one or more of the activities defined as an FLC in paragraph (2.iii.) must have their own FLC Employee Certificate. General information about MSPA can be found on Fact Sheet #49 at DOL Wage and Hour Divisions webpage <http://www.dol.gov/whd/regs/compliance/whdfs49.htm>.

### **Certifications**

The Contractor shall provide applicable H-2B Temporary Employment Certificate or Farm Labor Contractor Certificate as part of their representations, certifications, and acknowledgements. Subcontractor(s) meeting the definitions above shall follow the same requirements as the Prime Contractor. It is the Prime Contractor's responsibility to ensure the Subcontractor's information is provided to the Contracting Officer.

### **Worker Protections**

- a. Worker Information Posters
  - i. A contractor who uses the H-2B program to meet its temporary employment needs must post and maintain the H-2B poster (WH-1505) in a conspicuous location accessible to workers at the job site. The contractor shall display and maintain the MSPA poster (WH-1376) on the job site in a conspicuous location accessible to workers during the contract performance period.
  - ii. The contractor shall display and maintain the MSPA poster (WH-1376) on the job site in a conspicuous location accessible to workers during the contract performance period.
- b. Personal protective equipment
  - i. 29 CFR 1910 Subpart I, OSHA's General Industry personal protective equipment (PPE) standard contains the general requirements for the provision of personal protective equipment and requires employers to perform a hazard assessment to select appropriate PPE for hazards that are present or likely to be present in the workplace. OSHA requires that many categories of personal protective equipment meet or be equivalent to standards developed by the American National Standards Institute (ANSI).
  - ii. Before a worker begins operating equipment, the contractor shall train the workers on the safe operation and use of the equipment.

- iii. The contractor shall provide the appropriate personal protective equipment for the work required to be performed in the contract, wherever necessary by reason of hazards or processes encountered that may cause injury or impairment in the function of any part of the body. Except for foot protection, all PPE must be provided by the employer at no cost to the employee. Includes:
- Head Protection
  - Hearing Protection
  - Eye/Face Protection
  - Leg Protection
  - Foot Protection
  - Hand Protection
- iv. PPE must be sanitary and in reliable condition. Do not use defective or damaged PPE. PPE must be inspected prior to use on each work shift to ensure it is in serviceable condition.
- v. A checklist of applicable PPE guidelines typical for the work performed under this contract is provided. This does not relieve the contractor of the responsibility of performing a risk assessment or providing the necessary PPE for their operations.

Reference <https://www.osha.gov/SLTC/personalprotectiveequipment/index.html>  
OSHA 3151-12R 2003 Personnel Protective Equipment Booklet. (Contracting Officer – only include those applicable to your project.)

- MSPA – Forestry Working Conditions Checklist
  - Manual Logging activities:  
[https://www.osha.gov/SLTC/etools/logging/manual/logger/personal\\_equip.html](https://www.osha.gov/SLTC/etools/logging/manual/logger/personal_equip.html)
  - General Machine and Vehicles Logging activities: or  
<https://www.osha.gov/SLTC/etools/logging/mechanical/machines.html>
  - Manual Tree Planting
  - Spraying
  - Firefighting
- c. Field Sanitation. OSHA established minimum standards for field sanitation in covered agricultural settings. Refer to Fact Sheet # 51 Field Sanitation Standards under the Occupational Safety and Health Act.
- d. Employment Requirements - Fact Sheets with relevant information may be found at <http://www.dol.gov/WHD/fact-sheets-index.htm>.
- a. Contractors employing workers in forestry related work are required to comply with wage and payroll standards and recordkeeping requirements. Refer to Fact Sheet #63: Application of Federal Labor Laws found on the DOL Wage and Hour Division webpage.

- b. Contractor Employee List. Contractors are required to provide/maintain an active list of all employees performing work on the job site under this contract. The Employee List will identify employees by full name (aliases), supervisory duties if applicable, and appropriate labor Occupation Code for work performed under the Service Contract Act Wage Rates applicable to this contract. If Subcontractors are utilized, all tiers of subcontractor(s) are responsible for providing the same information for their employees to the Prime for submittal to the Contracting Officer.
- c. Contractor awarded bid items must certify, in writing, that all employees working on the project are legally permitted work in the United States.

### **Transportation**

- a. The contractor shall be registered to transport employees, unless employees provide their own transportation or carpool by their own arrangement in one of their own vehicles. Authorization for each vehicle that will be used to transport employees must appear on the contractor's certificate. If the contractor directs or requests employees to carpool, the registration requirement is applicable. Any driver, who transports workers for a fee or at the direction of the contractor, shall be registered as an FLC or an FLC employee.
- b. See Fact Sheet #50: Transportation Under MSPA, for more information about the vehicle safety standards, driver's licensing requirements, and vehicle insurance requirements. Note that separate transportation requirements may apply if there are H2B workers.

### **Permit Responsibilities**

The parties shall have the following responsibilities for obtaining and maintaining permits necessary for the logging operation:

- a) District: 1) Emergency Notice for Timber Operations, 2) Emergency Notification to CDFW per Fish and Game Code Section 1610; 3) Regional Water Quality Board program enrollment; 4) any permissions needed for Operator access to logging site.
- b) OPERATOR: 1) Class A Licensed Timber Operator license in good standing; 2) All required licenses and permits for Commercial Vehicle Operations; 3) County or State Highway Encroachment Permit, if needed

## EXHIBIT "B"

### SCHEDULE OF SERVICES

#### 1. ESTIMATED START DATE & CONTRACT TIME

Start: Project will start when conditions allow, and be completed before 09/01/2026 to allow for chemical site prep. Alterations to the timeline will be negotiated with the contractor and the District. Alterations to the schedule will be agreed upon in writing. Estimated start date is June 1, 2026 for all contract line items. Depending on date of award and unit conditions.

#### 2. RESTRICTIONS ON WORK

Work may be performed at any time during the period of the contract, except as outlined here. Nothing in this part shall be construed to take away any of the District's rights under the Suspension of Work Clause (29.14). Restrictions are as follows:

1. All work shall be performed in accordance with the operational requirements of the California Forest Practice Act (FPA) (PRC §4500, et seq; and 14 CCR §895, et seq).
2. In accordance with the fire plan
3. When the Contracting Officer (or designated representative) determines that adverse weather has made access too dangerous or that continued vehicular travel would cause unacceptable road damage, defined as causing ruts greater than 6" inch in depth or 100" in length on the road surface.
4. Wet weather soil restrictions shall apply. Wet weather restriction determinations will be made by the responsible RPF in accordance with applicable FPA rules. The RPF shall determine when operations are allowable due to soil moisture conditions. This is necessary to avoid operations on saturated soils.

## EXHIBIT "C"

### COMPENSATION

#### PAYMENT

##### a. Invoices

Contractor shall submit an invoice to the District for compensation and reimbursable expenses incurred. Invoices will be submitted no more frequently than every 30 days, and no less frequently than every 90 days. Each invoice shall be broken down by contract/work items, and included for each item shall be the following information:

- Work item descriptions
- Number of units (i.e. acres) completed per work item this period. Approved following GPS tracking of completed work
- Cost per completed unit by work item this period
- Total cost to each work item this period
- Revenue earned on log or chip sales (if any)
- Final invoice shall be marked Final.

##### b. Invoice Submittal

The Contractor shall send invoices for each payment when due to: Honey Lake Valley Resource Conservation District 1516 Main Street Suite A, Susanville CA, 96130

Or digitally to:

Catherine Wooster  
[postfire@honeylakevalleyrcd.us](mailto:postfire@honeylakevalleyrcd.us)

##### c. Payment

As full consideration for performance of the Scope of Work, the District will pay Contractor on a unit (acre) per Contract Line Item basis, in accordance with scope of work and deliverables outlined in this contract. This contract amount shall be inclusive of all taxes incurred. The District will pay the contractor for fully acceptable work at the prices bid in the bid template, less deductions for other items as identified in the contract.

Contract Release. The following supplements the Payments clause in Section I: Before final payment will be made the Contractor shall sign a release of all claims against the District arising by virtue of this contract, other than claims, in stated amounts, that the Contractor has specifically excepted from the operation of the release.

Non-Availability of Funds: Disbursement of Project Funds to Contractor under this Agreement is contingent upon the availability of funds from the District Projects, funded through the State and Federal Government (funders). If funding for the Agreement is reduced or eliminated by the District funders, the District shall have the option to either terminate this Agreement with no liability occurring to the District or, if possible and desirable, to offer an Agreement amendment to Contractor to reflect the reduced amount available for the Project. If the Agreement is terminated, the District will pay eligible outstanding bills to the extent feasible

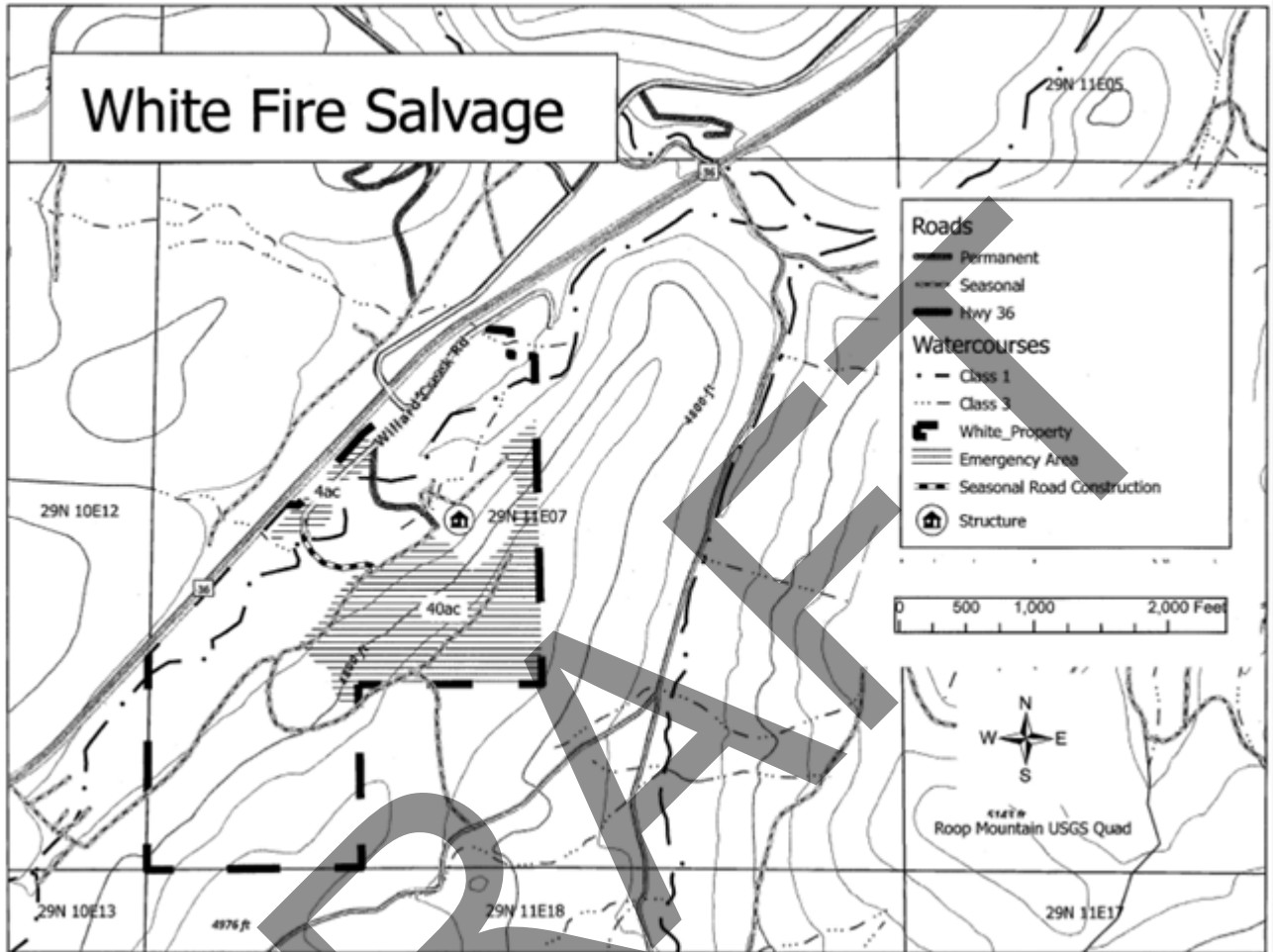
and halt additional work effective the date of termination. The District shall notify Contractor within twenty four (24) hours of the District being notified of loss or reduction of Project funding.

- d. Terms of Payment: Payment will be by itemized invoice. All payments will be made to Contractor, subject to District approval, within 90 days. The District shall make checks payable to the (contractor business name) and mail to:

Doug Lingren  
Tubit Enterprises Inc.  
21640 South Vallejo Street  
Burney CA, 96130

DRAFT

Attachment "A": Project Map



**POLICY TITLE: Paid Vacation Time**  
**POLICY NUMBER: 2500**

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

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

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

**2500.2.1** When the number of hours in a non-pay status in a full-time employee's leave year equals the number of base pay hours in a pay period (80 hours), an employee's credits for vacation hours shall be reduced by an amount equal to the amount of vacation hours the employee earns during the pay period.

**2500.2.2** Paid vacation hours earned shall be pro-rated for those probationary or regular employees working less than 40 hours/week.

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

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

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

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

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

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

**2500.9** Vacations are provided by the District to employees as a period of exemption from work with pay for the purpose of rest, relaxation, and recreation. This respite is a benefit and is

intended as an aid in maintaining the long-term and consistent productivity and contentment of the employee. As such, pay in lieu of vacation time away from work shall not be permitted.

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**POLICY TITLE: Paid Holidays**  
**POLICY NUMBER: 2505**

**2505.1** This policy shall apply to regular and probationary employees in all classifications.

**2505.2** The District observes the following paid holidays per year:

- New Year's Day
- Martin Luther King Jr. Day
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Indigenous Peoples Day
- Veterans Day
- Thanksgiving Day
- Friday after Thanksgiving Day
- Christmas Eve
- Christmas Day

**2505.3** When holidays fall on a Saturday, the previous Friday shall be observed as the recognized holiday. When holidays fall on a Sunday, the following Monday shall be observed.

**2505.4** Employees may be required to work on holidays. If this occurs, the following workday will be observed as the holiday.

**2505.5** If a holiday falls on a workday during an employee's vacation period, that day shall be considered as a paid holiday and not vacation time.

**2505.6** Vacation hours shall be pro-rated for those probationary or regular employees working less than 40 hours/week.

**SUBAWARD**  
between  
**The WATERSHED RESEARCH AND TRAINING CENTER (“WRTC”)**  
and  
**Honey Lake Valley Resource Conservation District (“Awardee”)**

**Subaward Number:** WRTC2027-458-S07

**Subaward Start Date:** Begins as of last signature date.

**Pre-award expenses** to 05/01/2026 allowed.

**Subaward Expiration Date:** 11/30/2027

**Subaward Amount:** \$79,985.82

**Awardee Indirect Rate Allowed:** 20%

**Awardee UEI:** XXSUF3PNSGB6

**Prime Award Grant Agreement Number:** 3020-1013 (A3)

**Prime Award Date (signature date of authorized official):** 10/15/2021

**Prime Award Amount:** \$14,318,997.03

**Prime Awarding Agency:** California Department of Conservation

The WRTC's representatives for this project are:

The Awardee's representatives for this project are:

**Program Manager:**

Hannah Hepner  
Northern Sierra Beneficial Fire Training  
Coordinator  
P.O. Box 356  
Hayfork, CA 96041  
(530) 628-4206  
[hannah@thewatershedcenter.com](mailto:hannah@thewatershedcenter.com)

**Program Manager:**

Odessa Amaryllis  
Restoration Coordinator  
1516 Main Street, Suite A  
Susanville, CA 96130  
(585) 545-8882  
[restoration@honeylakevalleyrcd.us](mailto:restoration@honeylakevalleyrcd.us)

**Administrative Contact:**

Tracy McFadin  
Grants Administration Director  
P.O. Box 356  
Hayfork, CA 96041  
(530) 628-4206  
[awards@thewatershedcenter.com](mailto:awards@thewatershedcenter.com)

**Administrative Contact:**

Kelsey Siemer  
District Manager  
1516 Main Street, Suite A  
Susanville, CA 96130  
(530) 260-0067  
[kmmarks@honeylakevalleyrcd.us](mailto:kmmarks@honeylakevalleyrcd.us)

This Subaward (“**Agreement**”) is being entered into by and between The Watershed Research and Training Center, herein referred to as “**WRTC**” and the Honey Lake Valley Resource Conservation District hereinafter referred to as the “**Awardee**”, each of which is sometimes referred to in this Agreement as a “**Party**,” and collectively “**Parties**,” to advance community-led prescribed fire work and capacity building and advance one or more wildfire mitigation demonstration projects that benefit underserved communities through collaboration via the Lassen Prescribed Burn Association. If any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

1. **Background and Prime Award.** The WRTC and the California Department of

Conservation (“**Prime Funder**”) entered into Agreement #3020-1013 under which Prime Funder has made an award to WRTC (“**Prime Award**”). Under the terms of this Agreement, WRTC subawards funds to Awardee for use in carrying out the Project. Although the funds to be provided to Awardee under this Agreement (“**Subaward Funds**”) will come ultimately from Prime Funder, Awardee acknowledges that the Prime Funder is not a Party to this Agreement and shall have no obligations directly to Awardee under this Agreement. Notwithstanding the above, Awardee shall be subject to and shall comply with the terms and conditions contained in the Prime Award which are applicable to the Awardee, and are attached hereto as **Attachment C** and incorporated herein by reference.

2. **Subaward Term**. The term of this Agreement (the “**Subaward Term**”) shall begin on the date fully executed (the “**Start Date**”) and shall expire on **November 30, 2027** (the “**Expiration Date**”), unless the Subaward Term is extended or terminated earlier in accordance with this Agreement. The Awardee may incur pre-award costs starting **May 1, 2026**, provided the following conditions are both met:
  - a. such costs are included in the attached budget; and
  - b. this Agreement is executed by all parties no later than **May 30, 2026**.
3. **Subaward Amount and Budget**. WRTC hereby subawards funds to Awardee, as follows:
  - a. Awardee shall receive an amount not to exceed **\$79,985.82**, to be paid out of the funds provided to WRTC under the Prime Award, and to be disbursed in accordance with the budget which is attached hereto as **Attachment A** (“**Budget**”), which is incorporated herein by this reference. WRTC shall not be obligated to pay Awardee for any amounts not shown in the Budget.
  - b. Notwithstanding the above, the Awardee is authorized to reallocate funds between direct cost categories up to 20% of the total approved budget. Revisions in excess of this limit require prior written approval from WRTC. WRTC’s Project Manager and Grants Specialist for the Subaward must be informed in writing of all reallocations.
  - c. WRTC shall have no obligation to disburse funds to Awardee under this Agreement, except to the extent that funds are actually disbursed to WRTC under the Prime Award.
  - d. Travel costs. Expenses submitted by the Awardee for reimbursement by WRTC shall be substantiated by proper and adequate documentation and receipts. Such expenses must be reasonable in amount, related to and in furtherance of the Subaward purposes and must be incurred in accordance with the following requirements to be approved for reimbursement:
    - i. Accommodation-related travel costs: maximum reimbursement rates based on county as shown here:  
<https://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx>, with no option for approval of an “excess lodging rate.”
    - ii. Mileage for travel directly related to execution of scope of work will be reimbursed at the rental car or Reimbursement Rate Per Mile for Personal Vehicle as shown here:  
<http://www.calhr.ca.gov/employees/pages/travelreimbursements.aspx>.
    - iii. Rental car, train, or airfare will only be reimbursed to attend those meetings outlined in the Administrative Activities section, and then only if it is the

reasonable method used to get from one location to the other.

- iv. No other travel-related costs will be reimbursed through this grant program, including per diem.
- e. Administrative costs capped at either (1) twenty percent (20%) of their direct charges for entities without a current final NICRA, or (2) up to thirty-five percent (35%) of their total subaward or contract for entities with a current federally approved NICRA.

Administrative costs include:

- i. Office space and utilities
  - ii. Supplies
  - iii. Management oversight
  - iv. Prorated general liability, Workers' Compensation, and automotive insurance.
  - v. Equipment costs not included as direct costs in the budget.
- f. Comply with the Professional Foresters Law (PRC Sections 750, et seq.), if applicable. Projects that directly impact the management and treatment of the forest resources and timberlands of this state are required to use Registered Professional Foresters. Projects implemented on federally managed lands will be permitted to use "qualified but exempt" federal staff to satisfy this requirement.
4. **Scope of Work.** Awardee shall work on the Project as described in the scope of work which is attached hereto as **Attachment B**.
5. **Reports.** Awardee shall immediately notify WRTC of any financial or programmatic deviations from the Scope of Work set out in **Attachment B**. Awardee shall submit a financial report Quarterly. The Request for Payment Forms/financial report shall be sent to the WRTC's Project Manager as listed on page 1, and to [accountspayable@thewatershedcenter.com](mailto:accountspayable@thewatershedcenter.com).
- a. **Request for Payment Forms/Financial Report** will list reimbursable expenses and an accounting of matching funds incurred using the **Financial Reporting Form** provided separately via email. Receipts for all expenses shall be included with the Invoice(s).
  - b. Request for Payment/ Invoice(s) must include a progress or final report; template to be provided separately via email. WRTC retains the ability to request mandatory quarterly check-in calls as deemed appropriate.
  - c. **Final Reports** (Request for Payment Forms, Financial Reporting Forms, and Progress Reports) are due **December 11, 2027**. All expenses must be documented before Expiration Date listed in §2. *Subaward Term*, and Awardee is expected to adjust work schedule to accommodate this Final Report due date.

The Request for Payment Forms/Financial Reporting Form shall be signed by the Awardee's authorized designee (Project Manager and/or Financial Representative) and submitted via email to WRTC's Project Manager at the email addresses listed on Page 1, and to [accountspayable@thewatershedcenter.com](mailto:accountspayable@thewatershedcenter.com).

6. **Disbursements and Accounting.** The Awardee shall separately account for payments received under this Subaward in their accounting records. Disbursements shall be made to Awardee no more frequently than quarterly basis, on either an advance or reimbursement basis, and upon receipt of a complete and accurate **Request for Payment** form. Payment may be made by direct deposit payable to Subrecipient. A direct deposit form can be requested from the Administrative Contract listed on Page 1. A completed W-9 must be submitted with the first request for payment to Awardee. Failure to provide information required by this Agreement may delay payment. Approval of any advance payment shall be made at the sole discretion of WRTC.
7. **Award Administration.** The Awardee agrees to comply with the applicable provisions of the Prime Award Agreement, which is attached hereto as **Attachment C.**
8. **Procurement Procedures.** Awardee shall use its own documented procurement procedures for the purchase of goods and services which must reflect applicable Country, State and/or local laws and regulations unless such procurement procedures conflict with the Prime Funder's implementation thereof, in which case Awardee shall follow the applicable Prime Funder implementation requirements.
9. **Title to and Use of Equipment.** No equipment purchasing or leasing is allowable as part of this subaward.
10. **Title to and Use of Work Products and Data.** Title to any and all work product, including but not limited to reports, samples of any kind, studies, photographs, drawings, calculations, designs, diagrams, maps, surveys, data, database records, computer programs, and any other items created, produced, or developed by Awardee using Subaward Funds, whether or not such work product constitutes intellectual property (collectively, along with all supporting data and material, the "**Work Product**") shall vest in Awardee.

Awardee hereby grants to WRTC an irrevocable, non-exclusive, royalty-free, perpetual license to use, reuse, print, reprint, publish, republish, reproduce, or otherwise disseminate, sublicense or distribute all or any portion of the Work Product as WRTC may deem appropriate from time to time in furthering its mission. WRTC shall not be required to notify Awardee or obtain any form of permission or consent from Awardee to use the Work Product in accordance with this section. Upon request by WRTC, Awardee shall provide WRTC with complete copies of the Work Product.

11. **Accounts, Audits and Records.** Awardee shall establish an official file containing adequate documentation of all actions taken with respect to the Project, including copies of the Agreement, changes, amendments, letters, email correspondence, financial records, and required reports for a minimum of four (4) years following the final payment of funds or until completion of any action and resolution of all issues which may arise as a result of an audit, whichever is later.

Awardee shall adequately protect all records, physical and electronic, from loss, damage, or destruction during the four (4) year retention period.

Grant funded projects are subject to audit by the State of California during the grant term

and for up to four years following the termination of the grant agreement. Awardee agrees that the Department, Department of Finance, Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. The audit may consist of examining and auditing pertinent books, documents, papers, and records including financial transactions and supporting documents, general accounting systems, internal controls, management practices, policies, and procedures pertaining to the performance of this Agreement.

At any time, the Department, Department of Finance, Bureau of State Audits, or their designated representative may request to review Awardee's records to ensure proper grant management. Awardee shall be given advance notice when the grant-funded Project is selected for an audit or review by the Department, Department of Finance, Bureau of State Audits, or their designated representative. Awardee agrees to allow the auditor(s) access to such records during normal business hours, excluding State of California holidays, and to allow interviews of any employees who might reasonably have information related to such records. Further, Awardee agrees to include a similar right of the Department to audit records and interview staff in any subcontract related to performance of this Agreement in accordance with Government Code section 8546.7. Awardee shall comply with the above and be aware of the penalties for violations of fraud and for obstruction of investigation as set forth in Public Contract Code section 10115.10.

12. **Announcements and Acknowledgments**. Awardee agrees that it will acknowledge the WRTC and the California Department of Conservation's support whenever activities or projects funded, in whole or in part, by this Agreement are publicized in any news media, brochures, articles, seminars, websites, or other types of promotional material. Awardee shall also include in any publication resulting from work performed under this grant an acknowledgment substantially as follows:

*"The work upon which this publication is based was funded in whole or in part through a grant awarded by the California Department of Conservation, and a subsequent subaward from The Watershed Research and Training Center."*

Media: All press releases must be pre-approved by the WRTC prior to distribution. The WRTC must be alerted and invited to participate in all press conferences related to the grant. Contact WRTC Project Manager to initiate the pre-approval process.

Social Media: Awardee is encouraged to use social media to inform and share with the public activities under this Agreement. Furthermore, the WRTC and the California Department of Conservation should be tagged on all posts related to activities under this Agreement.

13. **Conflict of Interest Determination**. Awardee certifies that the information which it has provided in the Conflict of Interest Disclosure form (**Attachment D**) is true and correct to the best of Awardee's knowledge. In the event that any material misrepresentation in the Conflict of Interest Form is discovered during the Subaward Term, WRTC may immediately terminate this Agreement and recover damages from Awardee resulting from

the termination WRTC shall be entitled to offset any amounts payable to Awardee against such damages. After determining and offsetting such damages, WRTC shall pay Awardee for activities satisfactorily completed.

14. **Liability and Indemnification.** The work done by or for Awardee using the Subaward Funds shall be performed entirely at the risk of Awardee. Awardee shall be solely responsible for, and for the payment of any and all claims with respect to, any loss, personal injury, death, property damage, or otherwise, arising out of any act or omission of its employees or agents in connection with the performance of its work, and Awardee shall indemnify and defend WRTC, and Prime Funder, and each of the officers, directors, employees, and agents of WRTC, and Prime Funder (in each case, an “**Indemnified Party**”) against, and shall hold each Indemnified Party harmless of and from, any and all claims, liabilities, losses, costs, damages, and other expenses of any kind or nature whatsoever (including, but not limited to, attorneys’ fees and expenses, as well as costs of suit, which any Indemnified Party may incur as a result of or in connection with the Project, or which may cause WRTC to be in default under the Prime Award.
15. **Insurance.** Throughout the Agreement Term, Awardee shall maintain the following insurance policies:
  - a. **Liability Insurance.** Comprehensive commercial general liability insurance for all of its activities and those of its agents and employees, applying to personal injury, bodily injury, and property damage, and including broad form contractual liability coverage, with a combined single limit of liability of not less than \$2,000,000, which shall include coverage for contractual liability coverage specifically covering this Agreement.
  - b. **Statutory Worker’s Compensation Insurance and Employers’ Liability Insurance coverage:** \$1,000,000 (Minimum per each accident for injury or death).
    - i. Statutory Workers’ Compensation Insurance and Employer’s Liability Insurance for any and all persons employed directly or indirectly by Awardee shall be provided as required by the California Labor Code. The Workers’ Compensation policy shall be endorsed with a waiver of subrogation in favor of WRTC for all Work performed by Awardee, its employees, agents, and subcontractors.
  - c. **Vehicle Liability Insurance.** Comprehensive vehicle liability insurance for owned, non-owned, and hired vehicles, applying to personal injury, bodily injury and property damage, with a combined single limit of liability of not less than One Million Dollars (\$1,000,000) per occurrence.
  - d. **Prescribed Fire Insurance.** Submit projects to the State Claims Fund for coverage or possess alternative and adequate liability insurance specific to prescribed fire and shall name WRTC as additional insured under this policy.

Awardee shall name WRTC, and Prime Funder as an additional insured. Awardee shall also provide WRTC with thirty (30) days written notice prior to cancellation, termination, alteration, or material change to such policy and shall provide WRTC assurances as to the timely acquisition of replacement insurance.

16. **Non-Discrimination.** Awardee agrees to abide by U.S. laws and the State of California

with regard to non-discrimination against U.S. citizens or legal residents employed using Subaward Funds.

During the performance of this Agreement, Awardee and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, color, ancestry, national origin, religion, creed, age (over 40), mental disability, physical disability, sex, gender (including pregnancy, childbirth, breastfeeding, or related medical conditions), sexual orientation, gender identity, gender expression, medical condition, genetic information, marital status, and military and veteran status. Awardee and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Awardee and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Awardee and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

17. **Compliance with Applicable Laws, Jurisdiction and Venue** Awardee agrees that it will use the Subaward Funds in compliance with all applicable antiterrorist financing and asset control laws, regulations, rules and executive orders, including but not limited to the USA Patriot Act of 2001 and Executive Order 13224. Additionally, the Awardee represents, warrants, and agrees that, in connection with the transactions contemplated by this Agreement: (a) the Awardee can lawfully work in the United States; (b) the Awardee shall obtain, at its own expense (except to the extent otherwise explicitly stated in this Award) any permits or licenses required for the Awardee's services under this Agreement; and (c) the Awardee shall comply with all statutes, laws, ordinances, rules, regulations, court orders, and other governmental requirements of the United States, the State of California, and any other jurisdiction(s) in which the Awardee is organized or authorized to do business, including but not limited to any applicable anti-bribery statutes, which are applicable to the work to be done by the Awardee under this Award (in each case, an "**Applicable Law**"). The Awardee shall not take any actions that might cause WRTC to be in violation of any such Applicable Laws. In the event of any litigation over the interpretation or application of any of the terms or provisions of this Agreement, the Parties agree that litigation shall be conducted in a court in the State of California with subject matter jurisdiction and that they are subject or will make themselves subject to personal jurisdiction in that court.
18. **Termination.** This Agreement may be terminated prior to the expiration of the Subaward Term under the following conditions:
  - a. If the Prime Funder terminates the Prime Award, this Agreement shall be terminated automatically as of the termination date of the Prime Award. WRTC shall notify Awardee of such termination as soon as is reasonably practicable.
  - b. WRTC shall have the right to terminate this Agreement without cause by giving

Awardee 28 days' written notice.

- c. If, in the judgment of WRTC, Awardee defaults in performance of any of its obligations under this Agreement, whether for circumstances within or beyond the control of Awardee, WRTC may immediately terminate this Agreement by written notice to Awardee.
  - d. In the event of any early termination of this Agreement, Awardee shall take all necessary action to cancel outstanding commitments relating to the work which was to be paid from Subaward Funds. If WRTC terminates this Agreement as the result of Awardee's breach of this Agreement, WRTC may recover damages resulting from such breach and/or the termination of this Agreement. Subject to receiving payment from Prime Funder, WRTC shall pay any obligations which were reasonably incurred by Awardee in accordance with this Agreement prior to the effective date of termination; however, WRTC may offset any damages incurred against such payment.
19. **No Agency.** No legal partnership or agency is established by this Agreement. Neither Party is authorized or empowered to act as an agent, employee or representative of the other, nor transact business or incur obligations in the name of the other Party or for the account of the other Party, and neither Party shall be bound by any acts, representations, or conduct of the other Party.
20. **Notices.** All notices and demands of any kind which may be required in connection with this Agreement shall be in writing, and shall be served personally, by registered or certified mail, return receipt requested or by electronic mail with "read receipt" to the representatives of each Party noted on Page 1 of this Subaward (except for notices required under Section 19 and 20). If the names, titles, or addresses of such representatives change for any reason, each Party shall notify the other immediately of such change and provide updated contact information.
21. **Agreement.** The terms of this Agreement, including any attachments hereto, are intended by the Parties as a final expression of their agreement and constitute the complete and exclusive statement of its terms. This Agreement may not be modified, amended or otherwise changed in any manner, except by a written amendment executed by all of the parties hereto, or their successors in interest. This Agreement may be executed in multiple counterparts, and each executed counterpart of this Agreement shall be deemed an original for all purposes. Electronic signatures, digital signatures, fax signatures, and scanned signatures are acceptable for this Agreement in compliance with the Uniform Electronic Transactions Act (UETA).
22. **Precedence.** In the event of any contradiction between or among the terms of this Agreement, the Prime Award, or any applicable law, the contradiction shall be resolved by giving precedence to the terms of the following, in the following order:
- i) The applicable law;
  - ii) The Prime Award;
  - iii) This Agreement.
23. **Closeout:** Awardee will be notified and instructed by WRTC if they must complete any

additional forms for closeout of this Subaward.

**IN WITNESS WHEREOF**, the parties have executed this Subaward by their fully authorized officers.

<b>Honey Lake Valley Resource Conservation District</b>	<b>The Watershed Research and Training Center</b>
Signed:	Signed:
Name: Kelsey Siemer	Name: Michelle Medley-Daniel
Title: District Manager	Title: Co-Executive Director
Date:	Date:

List of Attachments

- Attachment A: Budget
- Attachment B: Scope of Work
- Attachment C: Prime Agreement Terms and Conditions
- Attachment D: Conflict of Interest Disclosure Form

The Watershed Research and Training Center  
Subaward  
**Attachment A**  
**BUDGET**

<b>Line Item</b>	<b>Cost</b>
Personnel	\$40,242.09
Travel	\$4,368.76
Materials	\$3,869.00
Contracts	\$18,175.00
<b>Subtotal</b>	<b>\$66,654.85</b>
Overhead- 20%	\$13,330.97
<b>Total</b>	<b>\$79,985.82</b>

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The Watershed Research and Training Center  
Subaward  
**Attachment B**  
SCOPE OF WORK

<b>Activities:</b>	<b>Sub-activities:</b>	<b>Qualitative Metrics</b>	<b>Quantitative Metrics</b>	<b>Quantitative Metric Target if Applicable</b>
<p>1. Develop the overall capacity of your PBA to implement its self-determined goals. This will involve up to a two-hour interview with WRTC staff to help identify a process for sustainable funding and organizational structure.</p>	<p>"Development of internal systems that facilitate PBA organizational capacity/operations (e.g., internal communication/mobilization list/processes, GIS database, geospatial prioritization tools, etc.)", Develop a Community Engagement/Outreach list/plan, Developing a professional development plan for PBA members and/or staff, Fundraising, Financial planning</p>	<p>Meeting with WRTC fulfilled.</p>	<p># of organizational development meetings (held quarterly)  # of board member/advisors engaged  # of grants submitted</p>	<p>5 or more meetings  5 or more board members engaged  1 or more grant submitted</p>
<p>2. Build the capacity of staff/leaders/participants related to both prescribed fire and/or leadership/communication.</p>	<p>Taking classes, Attending Trainings, "Working with WRTC, UC ANR PBA coaches, etc.", Filling a role on CAL-TREX Incident Management Teams or engaging with All Hands All Lands and/or other cooperative burning efforts and attending related meetings, "Growing mentorship skills by mentoring, training, and/or supporting other</p>	<p>N/A (implied by the subactivities)</p>	<p># of people trained (classes, trainings, mentorship, and/or TREX)</p>	<p>3 or more people trained</p>

	CAL-TREX IMT members and/or other PBAs", Purchasing needed materials, Developing and maintaining partner relationships and more			
3. Submit quarterly burn and training data to the Community-Fire Dashboard or similar WRTC Sheet for any burns or trainings supported by these funds. (No specific quantities of trainings or burns are required, the requirement is to submit any trains or burns you do accomplish using these funds.)	N/A	Submit quarterly burn and training data to the Community-Fire Dashboard or similar WRTC Sheet for any burns or trainings supported by these funds.	N/A	N/A
4. Prepare and submit quarterly reports and invoices that track the metrics for these deliverables, as well as provide narratives on lessons learned, barriers, opportunities, etc.	N/A	N/A	# Reports submitted	7 reports
5. Advance one or more prescribed fire demonstration project that benefit to underserved communities through collaboration. (And also strives to demonstrate a new approach, skill, technique, or lesson)	N/A	Narrative description of how each project: (1) benefited underserved communities, (2) was developed/developed and/or accomplished through collaboration, (3) fuel reduction accomplishments and (4) if possible- demonstrate a new approach, skill, technique, partnership, or lesson	# of homes adjacent or in the footprint # of volunteers engaged # of acres treated # of public outreach products circulated before/during/after the burn	3 or more homes in or adjacent to footprint 10 or more volunteers 2 or more acres treated 2 or more public outreach

				products
6. Act as Qualifications Management System Beta testers (details TBD). This will involve submitting NWCG records to WRTC's training officer.	N/A	N/A- implied by activity	# of people who submitted NWCG records to WRTC's training officer.	1 or more
7. Advance planning for community-based prescribed fire projects	"Connecting and aligning with other strategic plans, including but not limited to: CWPP(s), CAL FIRE Unit Plan(s), RFFC Priority Plan(s), etc.", Site visits to aid in selecting and planning potential and current community-based prescribed fire project, Writing burn plans and/or submitting them to the claims, "Mentoring landowners on burn planning and permitting, etc.", Coordinating PBA efforts more generally, Other	N/A- Implied by subactivity	# of burn plans submitted # of landowners assisted # of CEQA documents completed	2 or more burn plans 2 or more landowners assisted 1 CEQA document completed (MND or similar)
8. Cross-pollinate ideas and lessons learned across different geographic areas; organizations and partnerships	"Hosting meetings, trainings, and/or exchanges", "Developing and implementing public communications and engagement, including media, social media, press releases, etc.", "Sharing lessons learned, resources, tools, and/or questions with internal PBA network via CalPBA Mighty	N/A- Implied by subactivity	# of trainings hosted in conjunction with one or more partners # of stories/resources written	2 or more trainings 1 or more stories/resources

	Networks, Fire Networks blog, etc."			
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The Watershed Research and Training Center  
Subaward  
**Attachment C**  
Prime Agreement Terms and Conditions

## 2022 REGIONAL FOREST AND FIRE CAPACITY PROGRAM

### FINAL GRANT GUIDELINES

STATE OF CALIFORNIA  
Department of Conservation



California  
**Department of  
Conservation**

For additional information, please contact:

Department of Conservation

<http://conservation.ca.gov/>

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## At-A-Glance: Regional Forest and Fire Capacity Program

The Regional Forest and Fire Capacity (RFFC) Program is designed to support the development and implementation of regional priority plans to improve forest health and fire resiliency consistent with the recommendations of the [Wildfire and Forest Resilience Action Plan](#). This program is administered by the [Department of Conservation](#).

### Critical Dates

Draft Guidelines released May 23, 2022

Comments due June 23, 2022

Final Guidelines released July 22, 2022

### Program Contacts

Department of Conservation [Jenny.E.DiStefano@conservation.ca.gov](mailto:Jenny.E.DiStefano@conservation.ca.gov) [Brian.Newman-Lindsay@conservation.ca.gov](mailto:Brian.Newman-Lindsay@conservation.ca.gov)

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## Section 1: Introduction and Program Summary

Public Resources Code section 4208.1 establishes the Regional Forest and Fire Capacity (RFFC) Program to support regional leadership to build local and regional capacity and develop, prioritize, and implement strategies and projects that create fire adapted communities and landscapes by improving ecosystem health, community wildfire preparedness, and wildfire resilience. The Department will provide block grants to regional entities (Regional Block Grantees) and to eligible coordinating organizations (Statewide Block Grantees) to support the statewide implementation of the program.

To accomplish the RFFC Program's objectives, block grants will be utilized by recipients to support the growth, sustainability, and effectiveness of collaborative networks of stakeholders, agencies, and organizations working to improve natural resource conditions and the socio-ecological resilience of communities, and to elevate, integrate, and expand wildfire and forest resilience work within four major geographic regions identified by the California Wildfire and Forest Resilience Task Force (Task Force).

Through the program, Regional Block Grantees serve as backbone organizations and constituent partners, supporting and coordinating the efforts of the regional partnerships, building and sustaining the capacity of their partners and the network as a whole, and enhancing the region's capacity to identify, develop, and implement wildfire and forest resilience projects consistent with the [California Wildfire and Forest Resilience Action Plan](#), [Agreement for Shared Stewardship of California's Forests and Rangelands](#), the [California Forest Carbon Plan](#), and [Executive Order B-52-18](#).

### Prior Rounds of Funding

These guidelines build off lessons learned from earlier iterations of the RFFC Program that focused on:

1. Promoting and supporting collaborative planning and implementation of wildfire and forest resilience, management, and restoration efforts at the landscape or watershed level.
2. Coordinating and integrating management of wildfire and forest resilience, management, and restoration efforts at the regional scale.
3. Identifying, prioritizing, and implementing forestry and wildfire projects that meet regional and statewide public safety, ecosystem, and public resource goals.

### California Wildfire and Forest Resilience Task Force and Action Plan

Building on important work of the past decade, state and federal policymakers and agencies came together in 2018 through the Wildfire and Forest Resilience Task Force (Task Force) to bolster efforts and expand investments to address the key drivers of catastrophic fires, significantly increase the pace and scale of forest management, and improve the resilience of increasingly threatened communities.

In 2021, the Task Force issued its Action Plan and, among other strategies, committed to a regional approach designed to strategically accelerate efforts to restore the health and resilience of California forests, grasslands, and natural places; improve the fire safety of communities; and sustain the economic vitality and the quality of life of forest dependent communities and rural forested areas.

## **Regional Framework**

The RFFC Program is a key component of the regional framework adopted by the Task Force in recognition of the essential diversity of California's biological, social, and legal geographies, and the need to bring together local and regional stakeholders to solve local and regional challenges.

The regional framework provides a structure for state, federal, and local entities to coordinate their efforts in each of four major geographic regions of the state (see Appendix A), to enhance regional leadership and capacity to respond to wildfire and forest health crises within their region, and to increase the pace and scale of forest and fire stewardship through landscape scale, multi-benefit planning and project implementation coordinated by regional partnerships.

Through the identification of these four regions, the Task Force seeks to provide a functional scale to coordinate scientific and ecoregional tools and analyses, policy, and management. Within the regional framework, the Task Force and its partners are responsible for:

- Coordination of strategies, policies, and programs to advance critical scopes of work, such as the beneficial use of fire and post-fire reforestation.
- Developing science, data, tools, and working with regional partnerships to integrate and deploy strategies, data, and tools at the regional scale.
- Aligning funding sources, such as planning and implementation funds from State and Federal agencies, to achieve holistic benefits consistent with the state's wildfire and forest resilience objectives.

Regional partnerships supported by RFFC will be supporting the regions and assisting with communicating with the Task Force or other state and federal partners. Regional Block Grantees will be working within their region using information and structure provided by the Task Force and will be communicating details and expertise about the region back to the Task Force. In the context of the regional framework, Regional Block Grantees and their partners will be responsible for:

- Developing and enhancing partnerships.
- Coordinating regional forums.
- Integrating, accelerating, and scaling local forest and fire priorities and projects.

The regional framework approach is intended to provide support throughout the regions in a timely fashion and allow the state to adaptively manage its wildfire and forest resilience efforts.

## **Program Funding**

The grants funded with these Guidelines utilize the \$110 million of General Fund monies appropriated to the Department for the RFFC Program. This funding is available for encumbrance or expenditure until June 30, 2026, with full liquidation until June 30, 2028. Up to

5.17 percent of the appropriation may be used by the Department for administrative costs.

Should additional funding consistent with the purposes of the RFFC Program become available in future years, the Department may, at its discretion, make new grants or allocate funding to increase grants funded under these Guidelines.

**Confidentiality and Publicity**

Details, documents, and any other materials related to this program, such as applications, grant agreements, reports, expenditures, photos, etc., are public records that may be publicly released in accordance with the California Public Records Act (Cal. Gov. Code §§ 6250 et seq.).

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## Section 2: Scope of Work

### Program Goals and Objectives

The overarching goal of the RFFC Program is to increase regional capacity to develop, prioritize, and implement wildfire and forest resilience projects that have broad involvement from stakeholders in and affected by the region, and to develop regional priority strategies that will restore health and resilience to communities, forests, and other wildfire prone landscapes. To that end, block grantees will seek to achieve the following objectives:

- Increase capacity, support strategic collaborative planning and coordination, and accelerate wildfire and forest resilience, management, and restoration efforts at the landscape level.
- Strengthen regional leadership on wildfire and forest resilience actions in coordination with key state and federal agencies.
- Build a pipeline of forestry and wildfire protection projects. Identify, prioritize, plan, make ready projects that meet regional and statewide public safety, economic resilience, ecosystem, and natural resource goals.

### Regional Block Grantee Essential Program Activities

Working with and through their regional partnerships, Regional Block Grantees are required to engage in the following core program activities, which are described in more detail below.

- Conduct **regional priority planning**.
- Administer **project development activities**.
- **Build capacity and sustainability** among regional partners.
- Lead **outreach and engagement**.
- Participate in Task Force efforts to **coordinate regions**.

RFFC Program activities and deliverables are expected to differ for each regional partnership due to varying geographic, biophysical, and social characteristics throughout the state.

Unless specified, program activities and deliverables do not need to be developed or completed in a specific format or medium, and it is expected that every regional partnership supported by the RFFC program will need to adopt solutions and formats fitting the regional needs.

For example, specific activities and deliverables may be developed under one unified effort for an entire regional partnership, while other work may be developed on a subregional basis. In all cases, RFFC Program activities and deliverables should be integrated into a larger regional effort through collaboration and coordination of a shared set of priorities, strategies, assessment methodologies, or other guiding principles. All activities and deliverables are encouraged to incorporate existing resources, data, and plans (e.g., Community Wildfire Protection Plans). Essential program activities and deliverables are designed to be flexible and should be appropriate to the region and the stakeholders' needs. Regional Block Grantees will have the opportunity to collaborate with the Department to determine details of their program activities and

deliverables in the development of the workplan.

### **Regional Priority Planning**

Regional Block Grantees must develop or update a Regional Priority Plan (RPP) that identifies, coordinates, prioritizes, and advances wildfire and forest resilience projects and initiatives.

Regional Priority Plans are expected to serve regional partnerships to:

- Identify, prioritize, and plan for wildfire and forest resilience needs within their region.
- Coordinate planning and management efforts with an “all lands” approach across jurisdictions and ownership.
- Build strong regional support for the partnerships, plans, and projects through broad inclusion of stakeholders and partners.
- Organize and communicate regional prioritization consistent with Task Force goals and strategies.

The following activities must be included in the Regional Block Grantees' regional priority planning efforts:

- Developing broad-based partnerships among stakeholders, implementation partners, and decision-making entities capable of effectively forwarding large scale, multi-benefit programs of work across land types and ownership, over extended time frames.
- Utilizing the best available science, local and traditional knowledge, and statewide strategies to develop priorities and decision-making strategies which respond to environmental and social conditions within the region.
- Incorporating principles of collaborative governance into planning and decision-making processes.
- Revisiting and updating the RPP based on new information, activities, and conditions.
- Identifying potential priority projects and management activities based on desired landscape conditions, and compiling projects into landscape portfolios.

To ensure consistency, communicability, and short- and long-term utility of RPPs, three key elements must be included in all RPPs:

- Geography & Governance
- Assessment & Methodology
- Landscape Portfolios of Projects

Information is provided for each element in the sub-sections below.

RPPs are intended to be living documents, and on-going investments in regional priority planning throughout the process is expected.

#### *Geography & Governance*

RPPs must consider and respond to the unique geographic, biophysical, and social

characteristics of their region. RPPs must include an analysis of the key geographic characteristics and governing structures that will affect decision-making and implementation of wildfire and forest priorities within their jurisdictions. RPPs must work to advance policies and programs that enhance coordination, collaboration, and effective natural resource management within their region.

RPPs must be developed with broad participation of regional communities, California Native American tribal governments, tribal-led organizations, cultural practitioners, public and governmental agencies, community-based organizations, collaboratives, and other organizations. Regional Block Grantees will coordinate the development of the RPP for their partnership, working directly with organizations in their region throughout the process.

### *Assessment & Methodology*

RPPs must include:

1. An assessment of the landscape conditions informed by the regional profiles and resource kits developed, respectively, by the Task Force's Science Advisory Panel and an interagency research team. The assessments should characterize the regional landscape with respect to core pillars of wildfire and forest resilience. The regional resource kits provide a starting point for these analyses, but RPPs may include local knowledge, region-specific data, and/or other appropriate tools to characterize the regional landscape.
2. A methodology for decision making, project identification, and prioritization that is appropriate for the region, the partnership, and consistent with state and federal strategies including strategies and key actions recommended by the Task Force.

NOTE: The term "pillars of resilience" is used to denote a model that assesses multiple factors or dimensions (pillars) of socio-ecological resilience in a holistic manner. RPPs are not required to utilize a specific model or set of pillars in their assessments, and different pillars are expected to be prioritized differently in different contexts, but it is expected that all RPPs demonstrate a holistic consideration of socio-ecological resilience.

### *Landscape Portfolios of Projects*

RPPs must include a collection or collections of priority projects by landscape that, taken together, respond to identified conditions and priorities within that landscape. Portfolios of priority projects should:

- Be geographically explicit, with delineable boundaries for projects and activities.
- Provide multiple benefits consistent with regional, state, and federal priorities for wildfire and forest resilience.
- Identify organization(s) that would be responsible for project implementation.
- Have broad support from stakeholders in the region.
- Include projects at different stages of readiness suitable for implementation in sequence.
- Be cross-jurisdictional where appropriate, aligning efforts and needs

across ownerships, land types, and areas of responsibility to complete the plan's goals.

### **Project Development**

Regional Block Grantees must use a portion of this funding to support preliminary project development and permitting activities for the priority projects identified in their RPP or projects that were identified prior to development of the RPP and already have regional support.

Project development activities should be comprehensive enough to ensure that projects are ready to receive implementation funding. These projects should contribute to the desired outcomes for priority projects identified in each RPP and increase ecosystem and adaptive capacities, fire resilience, health, and human safety. Regional Block Grantees must work in collaboration with their partners and/or subgrantees to develop and permit projects. Project development strategies should be equitable, including supporting areas, communities, and organizations with lower capacity.

NOTE: Project development and permitting may occur in parallel with the development of the RPP. Eligible project development activities include design, permitting, outreach and engagement, partnership development, and other tasks needed to create and sustain a pipeline for multiple years of implementation-ready projects.

### **Building and Sustaining Capacity**

Regional Block Grantees are expected to use a portion of the funds from this program to build and sustain capacity throughout their region. Activities to build and sustain capacity should help grantees and their partners manage increases in project development and implementation workload.

Capacity building efforts may include:

- Investments in partner and local staff development
- Funding new and/or critical positions
- Acquiring or utilizing tools and resources to increase partner capacity for planning and implementation of wildfire and forest resilience projects
- Organizational capacity activities such as access to financial services or legal review and similar due diligence, as applicable, associated with documents and project development
- Developing new pilot projects and programs
- Participation and/or partnership with existing workforce programs (e.g., local Conservation Corps, prescribed burn associations)
- Providing or securing technical assistance for partners
- Fellowships and/or stipends for individuals to participate in trainings and events that enhance capacity and further the objectives of the RFFC program, who otherwise would not be able to participate, especially with regard to underrepresented individuals
- Demonstration projects

Regional Block Grantees should coordinate with partners and stakeholders regarding capacity and sustainability enhancing needs, including watershed coordinators,

community- based organizations and collaboratives, county wildfire coordinators such as those funded through California Fire Safe Council, local CALFIRE representatives, and others conducting local and regional wildfire and forest resilience work.

If included, demonstration project(s) may be identified in the RPP or may be a pre-identified, shovel-ready project. Demonstration project(s) should seek to:

- Maximize desired outcomes of the RFFC Program as well as the Task Force strategies and objectives.
- Measurably achieve multiple benefits of the Program.
- Incorporate participation from multiple partners and funding sources.
- Support regional workforce development opportunities when feasible.
- Integrate benefits to the most socially vulnerable communities within the region.
- Implement new, innovative, and/or underutilized techniques, technology, or approaches, which could be scaled up and/or replicated.

Demonstration projects must:

- Include outreach and evaluation components that will allow the block grantee to share results with other regions or practitioners.
- Comply with the Professional Foresters Law (PRC Sections 750, et seq.), if applicable. Projects that directly impact the management and treatment of the forest resources and timberlands of this state are required to use Registered Professional Foresters. Projects implemented on federally managed lands will be permitted to use "qualified but exempt" federal staff to satisfy this requirement."

### **Outreach and Engagement**

Regional Block Grantees must seek broad and diverse engagement of communities and stakeholders within each region. At a minimum, Regional Block Grantees and/or their subgrantees should:

- Involve fire and forestry professionals, non-fire-focused professionals (ex: environmental justice, public health, tribes, etc.) and other key stakeholders that can play a role in wildfire and forest resilience within the region.
- Incorporate principles of justice, equity, diversity, and inclusion.
- Incorporate methods of engagement that facilitate direct participation and eliminate barriers for communities and organizations to participate, such as translation of meetings and materials, scheduling of meetings at times that are convenient for community members, and engaging community members in information gathering, planning, and decision making.

Regional Block Grantees must document their regional partnership's outreach and engagement strategies, and provide a transparent means for that documentation to be accessed by or shared with the Department, Task Force, and the public.

### **Regional and Statewide Coordination**

Regional Block Grantees will be responsible for coordinating efforts among partners in their region, providing regional leadership, and facilitating communications and data sharing among regional and statewide partners. To facilitate regional and statewide coordination, Regional Block Grantees must:

- Participate in Task Force initiatives, including consultation on regional profiles and resources, collection of data, metrics, and communication materials needed for interagency regional collaboration.
- Coordinate regional forums under the Task Force and facilitate discussions among state and local entities through meetings, prioritization discussions, forums, or data inquiries.
- Provide for the stewardship of spatial, qualitative, and quantitative data produced or collected by the regional partnership, including data collection, maintenance, and communication.

### **Statewide Block Grantee Essential Program Activities**

Statewide Block Grantees will support the statewide implementation of the program through coordination of and technical assistance to Regional Block Grantees, as well as support wildfire and forest resilience efforts and/or offer technical assistance across regions and throughout the state, and at the individual practitioner level.

### **Grant Administration and Reporting**

#### **Administrative Activities**

As part of the grant's administration, block grantees must:

- Participate in grant and program orientation with the Department.
- Provide quarterly invoices and reports.
- Coordinate and participate in relevant Task Force regional forums.
- Participate in monthly check-in meetings with the Department.
- Provide monthly project highlights and success stories to the Department.
- Participate in monthly webinars with other block grantees.
- Coordinate with local and regional CALFIRE representatives.
- Ensure environmental compliance for all projects and tasks.
- Distribute necessary funds through subgrants and/or contracts.
- Ensure execution of all project deliverables and requirements within the grant term.

#### **Invoicing**

Block grantees must provide a fiscal report detailing how funds have been expended along with each quarterly invoice.

#### **Reporting**

Block grantees will be required to participate in monthly meetings with the Department. The monthly meetings are intended to update the Department and address any issues in a timely fashion to help ensure success of each block grant. Quarterly reports will include a narrative summary of work completed, key accomplishments, and, where

applicable, collection of data on project development, partnership and community engagement, and other key metrics to be determined in partnership with the Department.

Written monthly highlights and quarterly reports must be submitted in a format provided or approved by the Department.

### **Distribution of Block Grant Funds to Third Parties**

Block grantees may implement Program activities directly or provide subgrants or contracts, and collaborative planning efforts with local entities, including municipal governments, California Native American tribes, nongovernmental organizations, community organizations, fire safe councils, land trusts, resource conservation districts, joint power authorities, special districts, fire departments, residents, private and public forest landowners and managers, businesses, and others, to assist in accomplishing the objectives of the RFFC Program. Block grantees may award subgrants and contracts to fulfill individual tasks or deliverables, or multiple tasks or deliverables, at their discretion and consistent with the recipient's internal contracting or procurement policies and procedures.

### **Environmental Compliance**

Activities funded under the RFFC Program must comply with applicable state and federal laws and regulations, including the California Environmental Quality Act (CEQA), National Environmental Policy Act (NEPA), and other environmental permitting requirements. Block grantees are responsible for project compliance and grant agreement budgets that may include the funding necessary for compliance-related tasks.

## Section 3: Grant Awards

### Selection of Block Grantees

The Department is awarding block grants on a noncompetitive basis to support implementation of landscape or watershed level forest health projects in the Northern, Coastal-Inland, Sierra-Cascade-Inyo, and Southern California regions, as shown in Appendix

A. To best ensure efficient planning and strategic interagency coordination, the geographic extent of these regions may shift slightly over time. Regional Block Grantees will distribute funds to subgrantees and contractors, and work to ensure coordinated and integrated management of wildfire and forest resilience activities throughout their region.

In addition to funding the Regional Block Grantees, the Department will fund Statewide Block Grantees to provide statewide coordination of and technical assistance to Regional Block Grantees, as well as to support wildfire and forest resilience efforts in communities and priority areas not covered by the Regional Block Grantees.

### Statewide and Regional Entities

Statewide and regional entities eligible to receive block grants are local governments, California Native American tribes, state conservancies, joint powers authorities, public agencies, resource conservation districts, special districts, California 501(c)(3) non-profit organizations, and tribally chartered non-profit organizations.

The Department will consider the following factors with selecting Regional Block Grantees:

- Demonstrated ability to coordinate the many entities across their region necessary to meet program goals
- Existing strong regional partnerships, and support and capacity to expand these partnerships
- Demonstrated ability to conduct regional planning efforts
- Fiscal and administrative control systems to adequately oversee the expenditure of block grant awards
- Policy and program expertise relevant to meeting program goals

The Department will consider the following factors with selecting Statewide Block Grantees:

- Experience and expertise in developing forest health and wildfire protection planning statewide
- Experience and expertise in conducting effective and inclusive outreach across diverse communities
- Experience and expertise in developing peer-to-peer and inter-regional sharing of project implementation strategies and skills
- Strong relationships with primary actors in forest health and wildfire protection planning statewide
- Fiscal and administrative control systems to adequately oversee the expenditure of block grant awards
- Policy and program expertise relevant to meeting program goals

## **Workplan Development**

RFFC Block Grantees must collaborate with the Department to develop grant workplans consistent with the goals and objectives of this program. The Department will hold a post-award consultation with selected entities to develop a workplan, resource plan, and schedule of key activities before execution of a grant agreement or amendment.

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## **Section 4: Grant Agreement and Administration**

### **Overview of Grant Execution**

1. The Department will announce awards.
2. Each block grantee must enter into a grant agreement with the Department or amend an existing agreement. The block grantee must sign and return the grant agreement or amendment to the Department within three months of the award date or risk forfeiting their award.
3. Block grantees selected for award will be required to participate in a post-award consultation phase prior to finalizing the grant agreement or amendment. During the post-award consultation, Department staff will assist the block grantee to refine the grant agreement and associated work plan to comply with administrative, statutory, and program requirements.
4. The grant agreement is considered fully executed once the Department's authorized signatory has signed the grant agreement.
5. Once the Department notifies the block grantee that the grant agreement has been fully executed, the block grantee should promptly commence work.

### **Performance Period and Grant Term**

Regional Block Grantees and Statewide Block Grantees need to complete all tasks and deliverables by March 30, 2028, to ensure payment by the termination of the grant agreement term. The grant term will continue until June 30, 2028. The grant may be extended for an additional time at the Department's discretion and with appropriate budget authorization.

### **Funding and Accounting**

#### **Payment of Grant Funds**

- Payment will be made on a reimbursement basis.
- The Department may authorize advance payments up to twenty percent (20%) of the original grant amount to a block grantee, at a time, per Department protocols.
- Grantees shall invoice quarterly, unless otherwise agreed upon by the Department, and in accordance with the terms and conditions of the grant agreement.
- Funds cannot be disbursed until there is a fully executed grant agreement between the Department and the grantee.
- Only those eligible costs incurred as outlined in these Guidelines and in accordance with the grant agreement will be eligible for reimbursement.

#### **Accounting of Grant Funds**

It is essential that complete and accurate records be maintained by grantees. Block grantees must maintain an accounting and record keeping system that reflects sound

fiscal controls and safeguards. The accounting information must be sufficient so that the total cost of each aspect of the project can be readily determined and records are readily available upon demand. Block grantees must retain all grant transaction records for a period of four years after final payment.

Any advanced funds must be kept separate in accounting records from block grantee's other funds. Interest earnings shall be allocated to the block grant's advanced funds for use on the project or returned to the Department. Advanced funds that are unused shall be returned to the Department promptly upon completion of the project or termination of the grant agreement, whichever occurs first.

## **Section 5: Eligible Costs**

### **Eligible Costs**

Eligible costs must be incurred during the grant agreement term. All costs must be reasonable, as defined in Section 6 of these Guidelines. Eligible costs are:

#### **Staff Costs**

Reimbursable staff costs are the salary costs for (1) block grantees, (2) subgrantees, and (3) contractors. This is the salary at an hourly rate, benefits, taxes, and leave.

Administrative costs are not reimbursable as staff costs. Administrative costs should be budgeted separately and must comply with the requirements outlined below.

#### **Administrative Costs**

For the block grantee, reimbursement by the RFFC Program for administrative costs are capped at either (1) twenty percent (20%) of the total block grant award for entities without an active Negotiated Indirect Cost Rate Agreement (NICRA), or (2) up to thirty-five percent (35%) of the total block grant award for entities with a current federally approved NICRA.

For subgrantees and contractors, reimbursement by the RFFC Program for administrative costs are capped at either (1) twenty percent (20%) of their direct charges for entities without a current final NICRA, or (2) up to thirty-five percent (35%) of their total subaward or contract for entities with a current federally approved NICRA.

Administrative costs include costs that are sometimes described as indirect costs and include:

- Office space and utilities
- Supplies
- Management oversight
- Prorated general liability, Workers' Compensation, and automotive insurance
- Equipment costs not included as direct costs in the budget

#### **Travel Costs**

In-state travel for block grantees, subgrantees, and contractors as necessary to fulfill the deliverables of the program.

- Accommodation-related travel costs: maximum reimbursement rates based on county as shown here:

<https://hrmanual.calhr.ca.gov/Home/ManualItem/1/2203>, with no option for approval of an "excess lodging rate."

- Mileage for travel directly related to execution of the scope of work will be reimbursed at the *Reimbursement Rate Per Mile for Personal Vehicle* as shown here: <https://hrmanual.calhr.ca.gov/Home/ManualItem/1/2202>.
- Rental car, train, or airfare will only be reimbursed to attend those meetings outlined in the Administrative Activities section, and then only if it is the reasonable method used to get from one location to the other.
- No other travel-related costs will be reimbursed through this grant program, including per diem.

### **Project Development Costs**

Block grant funding may be used for project development costs:

- Preparing project plans, specifications, and cost estimates that will result in a specific project
- Acquiring permits (including fees) for specific, future on-the-ground projects
- Analysis required for CEQA and/or NEPA documentation
- Performing necessary cultural resources, biological, botanical, aquatic, soil, hydrologic, wildlife, timber, or other studies/surveys and/or developing necessary project designs related to a specific site or physical project
- Obtaining implementation funding

### **Demonstration Project Implementation Costs (if applicable)**

Block grant funding may be used for demonstration project costs including:

- Preparation of bid packages and contractor documents
- Performance costs within the scope of the demonstration project including materials, supplies, and equipment
- Labor and other costs necessary for the physical implementation of the project
- Pre- and post-project monitoring and adaptive management, including preparation of long-term management plans

### **Capacity Building, Outreach, Engagement, and Training**

Block grant funding may be used for Capacity Building, Outreach, Engagement, and Training activities including:

- Building organizational capacity to increase pace and scale of forestry activities
- Training costs for block grantee employees or subgrantees
- Costs to attend professional development conferences or events

- Materials
- Facilitation services
- Professional training services for educational events or workforce development
- Participant stipends in compensation for services rendered in the development of community work products, and appropriately documented with deliverables such as sign-in sheets or written surveys
- Transportation stipends and provision of transportation services for community participants, such as a vanpool
- Rental costs of equipment, facilities, or venues
- Provision of childcare services for community participants at sponsored events
- Food and refreshments that are determined to be an integral part of an event. Examples of activities where it would be appropriate to approve food purchase would include a design charrette held in the evening, where the meal is consumed as part of the event and replaces a meal otherwise missed by attending the event

### **Equipment and Vehicles**

For any equipment or vehicles purchased or built with funds that are reimbursable as a direct cost of the RFFC project, the block grantee, subgrantee, or contractor, as applicable, must be the sole owner on title. During the grant agreement term, equipment must be dedicated to the described use in the same proportion and scope as is in the grant agreement and the block grantee is required to maintain an inventory record for each piece of non-expendable equipment or vehicles purchased or built with funds provided under the terms of a grant agreement.

On completion or early termination of the grant agreement, the Department will either (1) require that the equipment or vehicles be returned to the state, (2) authorize the continued use of such equipment or vehicle within the block grantee's region, or (3) require that grantee refund the Department for the fair market value of equipment that continues to have a usable life but is no longer required for project implementation.

In making that determination, the Department will consider among other things, the useful life of the equipment or vehicle. Equipment or vehicles that remain within the block grantee's region will be required to be maintained in a state of good repair with all licenses and fees paid and made available to government entities in the event of an emergency.

### **Ineligible Costs**

Ineligible costs are:

- Costs that are not related to the RFFC Program.
- Costs that occur outside of the grant agreement term.
- Incidentals, tips, and per diems.
- Incentive/participation gifts.
- Out-of-state travel.

- Legal costs and attorney's fees associated with making or defending legal claims.
- Activities performed and equipment or vehicles purchased that are not identified in the budget/work plan or approved by the Department prior to purchase.
- The following costs associated with community engagement and outreach:
  - Direct cash benefits or subsidies to participants, such as cash subsidies to secure private transportation services
  - Alcoholic refreshments
  - Participant incentives, such as door prizes, which are unrelated to specific community work products
  - General meetings that do not specifically discuss or advance RFFC Program activities and objectives

### **Auditing of Fund Expenditures**

All expenditures of public funds under this program are subject to audit by the State of California. All grantees shall maintain books, records, documents, and other evidence sufficient to properly reflect the amount, receipt, and disposition of all project funds (including state funds, interest earned, and matching funds by the grantee) and the total cost of the project.

### **Purchasing**

Block grantees are expected to adhere to their competitive bid, internal contracting, and purchasing guidelines. Documentation of the grantee's contracting or purchasing guidelines, processes, and project-specific approvals may be requested in the event of an audit by the State of California.

### **Loss of Funding**

Work performed under the grant agreement is subject to availability of funds through the state's budget process.

Actions of the block grantee that may lead to suspension or cancellation of funding include, but are not limited to:

- Failure to execute an agreement within three months of receiving an official funding notification
- Failure to submit required documentation within the time periods specified in the grant agreement
- Change in project scope, schedule, or budget without prior approval
- Failure to complete the project
- Failure to demonstrate sufficient progress
- Failure to submit evidence of environmental or permit compliance as specified by the grant agreement
- Failure to comply with applicable laws or grant requirements

## Section 6: Definitions and Reference Material

### Definitions

*Collaboration or Collaborative:* Partnership or cooperation involving multiple and diverse stakeholders (including agencies, as appropriate) to improve natural resource conditions and the socio-ecological resilience of communities within the same watershed or landscape in ways that do not duplicate efforts.

*Community Wildfire Protection Plan:* A plan developed in the collaborative framework established by the Wildland Fire Leadership Council and agreed to by state, tribal, and local government, local fire department, other stakeholders and federal land management agencies managing land in the vicinity of the planning area. A Community Wildfire Protection Plan (CWPP) identifies and prioritizes areas for hazardous fuel reduction treatments and recommends the types and methods of treatment on Federal and non-Federal land that will protect one or more at-risk communities and essential infrastructure and recommends measures to reduce structural ignitability throughout the at-risk community. A CWPP may address issues such as wildfire response, hazard mitigation, community preparedness, or structure protection - or all the above.

*Department:* California Department of Conservation.

*Landscape Scale or Level:* A functional designation of a relatively large, contiguous geographic area scaled to capture ecosystem function, integrity, and diversity, where management plans are integrated into the broader landscape conditions to set appropriate short-, medium-, and long-term goals, including integration of natural processes.

Management activities are of sufficient scale to affect biophysical processes and stressor (e.g., fire, bark beetles) behavior within that landscape. Landscapes may vary in size but should be delineable based on defensible geographic characteristics (e.g. Watershed boundaries or Potential Operational Delineations).

*Multi-benefit or Multiple benefit:* A project or activity which, by virtue of integrated design and planning, provides direct benefits to multiple local, regional, state, and federal strategic objectives. Multi-benefit wildfire and forest resilience projects can impact social, economic, and ecological outcomes, including social and cultural well-being, protecting and restoring tribal resources and practices, enhancing water security, forest resilience, biodiversity, workforce development, outdoor recreation and access, and carbon sequestration,

*Reasonable Cost:* A cost that, in its nature and amount, does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the cost. In determining reasonableness of a given cost, consideration must be given to:

- Whether the cost is of a type generally recognized as ordinary and necessary for the operation of the entity or the proper and efficient performance of the project.
- The restraints or requirements imposed by such factors as: sound business practices; arm's-length bargaining; federal, state, local, tribal, and other laws, and regulations; and terms and conditions of this project.

- Market prices for comparable goods or services for the geographic area.
- Whether the individuals concerned acted with prudence in the circumstances considering their responsibilities to its employees, the public at large, and the state.
- Whether the cost significantly deviates from the acquiring entity's established practices and policies regarding the incurrence of costs.

*Regional Forums:* A venue for information sharing across a region and between entities working within a region to ensure coordination among stakeholders, and to ensure that areas not presently covered in a regional partnership are engaged and have a role in advancing regional priorities. Forums offer opportunities for sharing successes and challenges, enhancing professional networks, learning the latest scientific findings, and participating in a more regional-focused discussion with work groups to understand statewide priorities and to ensure their local needs and concerns are heard at the state level.

*Regional Partnerships:* A large scale collaboration operating with the common goal to elevate, integrate, and expand regional wildfire and forest resilience work within one of the four major regions identified by the Task Force's Action Plan. Regional Block Grantees lead and support regional partnerships.

*Regional Profiles:* Regional profiles are a publicly available resource included in the regional resource kits developed by the Task Force's Science Advisory Panel in 2022. Regional Profiles summarize the socio-ecological context of the region (including vegetation types and distribution, forest management and disturbance history and future projected climatic changes), the current condition assessment, and findings from interviews and surveys about regional stakeholder priorities and concerns for community and ecosystem resilience.

*Regional Resource Kits:* Regional resource kits are sets of key information, mapped data, and resource assessments intended to support the acceleration of regional planning to reduce wildfire hazard and improve forest resilience. The kits will include core metrics, a non-technical description of desired resilience outcomes, an assessment of current conditions in the region, core operational data layers, and identification of treatment opportunities.

*Vulnerable Communities or Socially Vulnerable Communities:* Vulnerable communities or populations are those which experience heightened risk and increased sensitivity to natural disasters, climate change, and other stressors and have less capacity and fewer resources to cope with, adapt to, or recover from wildfire and climate impacts due to social, political, historical and/ or economic factors. *There is no discrete threshold for defining a community as "vulnerable" or "not vulnerable", but communities and populations may be characterized as more or less vulnerable based on criteria such as those used by the [CDC/ATSDR Social Vulnerability Index](#).*

*Watershed:* All land enclosed by a continuous hydrologic drainage divide and lying upslope from a specified point on a stream, river, lake, or other waterbody. Total land areas draining to any point in a stream.

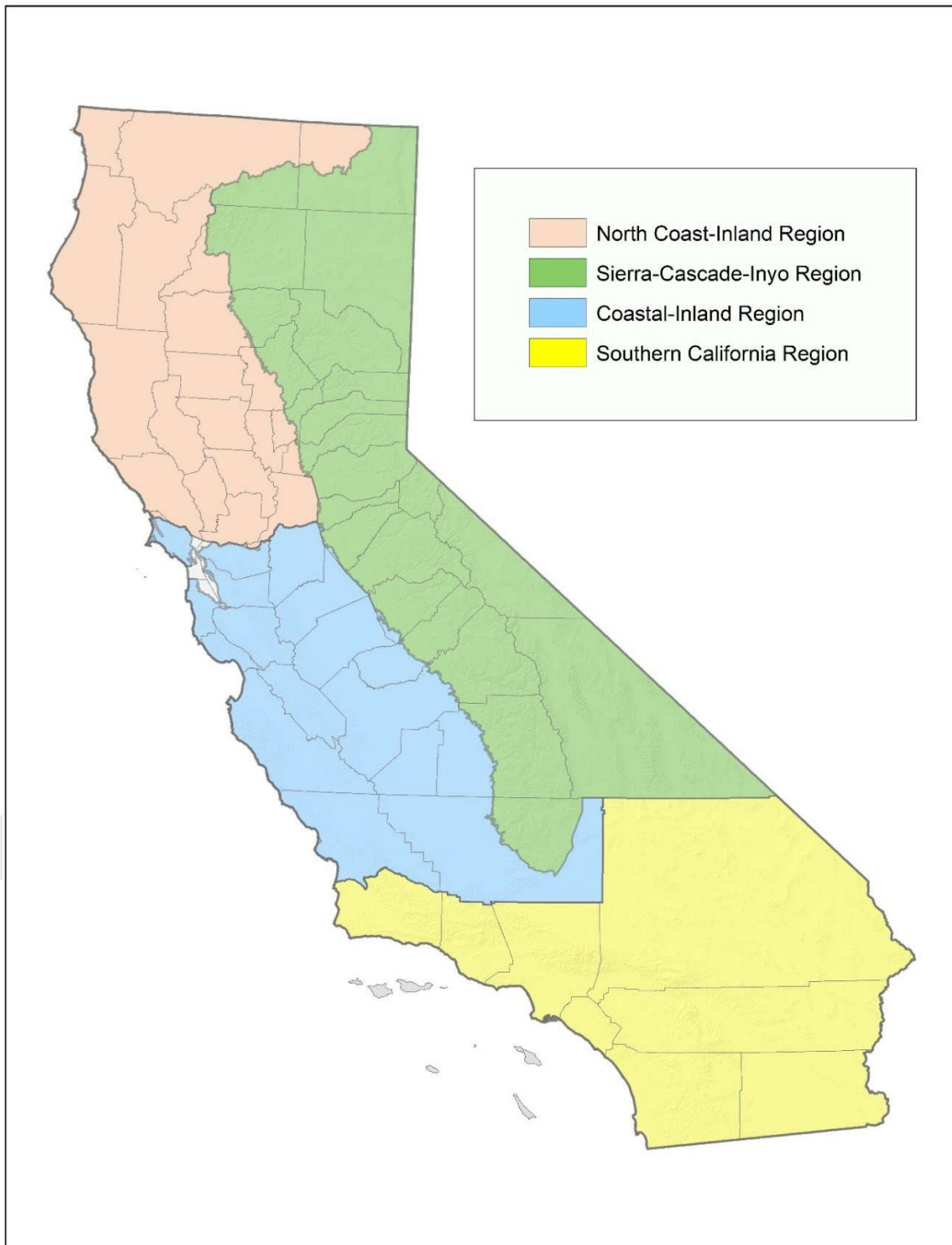
*Wildfire and forest resilience:* For the purposes of this Program, wildfire and forest resilience refers broadly to social and ecological resilience of landscapes, communities, and resources to wildfire and related disturbances and stresses exacerbated by climate change. Social and ecological dynamics are connected and inherent to forests and communities, including but not limited to biodiversity, water quality, cultural resources, recreation, and forest related economies.

## **Reference Material**

- [California Wildfire and Forest Resilience Action Plan](#), January 2021, California Forest Management Task Force
- [Agreement for Shared Stewardship of California's Forests and Rangelands](#), August 2020
- [Executive Order B-52-18](#), May 2018
- [Framework for Promoting Socio-ecological Resilience Across Forested Landscapes in the Sierra Nevada](#), August 2020, Tahoe-Central Sierra Initiative

## Appendix A: Regions Map

The following map is a general representation of the four geographic regions that guide funding allocations. Specific Regional Block Grantee jurisdictions within these regions are not identified.



The Watershed Research and Training Center  
 Subaward  
**Attachment D**  
 Conflict of Interest Disclosure Form

It is the policy of The Watershed Research and Training Center (WRTC) to identify actual, potential or perceived conflicts of interest in any situation in which the WRTC has a significant business interest. To assist WRTC in complying with this policy, we request that all individuals and/or organizations that will be involved in a proposed transaction with WRTC complete this form.

**Type of agreement** (e.g., service contract, grant, etc.): Subaward

**Total dollar value of transaction:** \$79,985.82

**Name of organization that will be involved in this transaction:** Honey Lake Valley Resource Conservation District

**Note:** Please refer to the attached list of WRTC key employees and current and prior members of WRTC’s Board of Directors when completing the rest of this form.

**U.S. GOVERNMENTAL ENTITIES**

**Please check all that apply and attach an explanation for any “Yes” answers.**

	Yes	No
<p>Now or at the time of the proposed transaction, have or will any <b>WRTC Key Employee, member of WRTC’s Board of Directors, or Family Members</b> of any of these, individually or collectively, <b>have the ability to control management of the contractor/awardee?</b></p>		

**SIGNATURES FOR ALL PARTIES IDENTIFIED ABOVE**

The undersigned certifies that the information provided above is true and correct to the best of their knowledge.

Name of Organization: Honey Lake Valley Resource Conservation District

Signature: \_\_\_\_\_

Printed Name: Kelsey Siemer

Title: District Manager

Date: \_\_\_\_\_

DRAFT

**Individuals who in the current fiscal year (FY2027) or during the preceding five (5) fiscal years have been a WRTC “key employee” or a member of the Board of Directors:**

<u><b>Current Key Employees</b></u>	<u><b>Former Key Employees</b></u>
Erin Banwell Miller Bailey John “Chester” Brown Rachel Evans Nick Goulette Allison Jolley Heather Jones Michelle Medley-Daniel Randi Paris Josh Smith	Cindy Blackburn Dillon Sheedy Emily Troisi
<u><b>Current Board of Directors</b></u>	<u><b>Former Board of Directors Members</b></u>
Sarah Aldinger Sherry Chilcott Dr. Cecilia Danks Kyle DeJulio Dr. Yvonne Everett Donna Harmon Russell Henly Arnold Whitridge	Jim Underwood Summer Bashore

**DEFINITIONS**

**Family Member** For these purposes, the term “Family Member” includes the individual’s spouse, siblings, siblings’ spouses, all ancestors and their spouses, direct descendants (natural and adopted) through great grandchildren and their spouses, step-parents, step-siblings in-laws (father, mother, daughter, son, brother and sister), and any person with whom the individual shares living quarters under circumstances that closely resemble a marital relationship or who is financially dependent upon the individual.

**WRTC Key Employee** For these purposes, the term “WRTC Key Employees” includes the Executive Director, Deputy Director, Operations Director, Administrative Director, Program Staff who manage over 10% of the organization’s budget for the fiscal year, employees who control capital expenditures, and those who determine compensation for employees.

**WRTC Employee** For these purposes, the term “WRTC employee” includes any individual employed by the Watershed Research and Training Center

**WRTC Board of Directors member** For these purposes, the term “WRTC Board of Directors member” includes current board members and former board members during the preceding five (5) fiscal years.

# Honey Lake Valley RCD District Manager Report

Kelsey Siemer - District Manager

May 21, 2026

## **RCD Administration:**

- Bookkeeping
  - Monthly reports attached
  - Final reading of draft budget tonight
    - Items to consider/discuss:
      - WM CLASS Interest application and deficit
  - No progress made on US Bank account information
- Admin:
  - NEW Restoration Technician - Welcome Bryan Randolph!
  - Potential issues with new USFS Terms and Conditions, Kelsey asked CARCD to please advocate for smaller RCDs without a NICRA.

## **Watermaster:**

- Water user issues with DWR - no significant updates
- Brian and Kelsey to start working on billing and apportionments in May
- Brian to re-vamp Field Schedules with updated landowner information
- ParcelQuest account has been hosted under someone else since 2020, created a WM account for us, slight increase in operating expenses for WM (~\$2,000 annually)

## **Grant Updates:**

- **DWR: Lahontan Basin IRWM Implementation - Rounds 1 and 2**
  - Round 1: Lead Admin Agency for City of Susanville / Round 2:
    - Madeline is in progress!
    - Extension granted from DWR
    - MOU was sent to LLTT for transfer of infrastructure
- **USFS: Post Fire Recovery - Sheep, Hog and Dixie Fire Scar**
  - White: Contract award tonight, hopeful to start work June 15 per permit conditions
  - Milford biomass 80 acres, ongoing
  - 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.

- **USFS 2: Post Fire Recovery - Dixie Fire Scar**
  - Cone Collection: Still in talks with FS to allow access.
  
- **NACD: TA2024**
  - Tiffany is working on deliverables
  - Asked about the possibility of an extension, will ask again at the end of the month
    - 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:**
  - Next training might be TREX in June for Odessa
  
- **BLM GNA: Restoration Projects**
  - Laura 2 fire recovery
    - No new updates
  - LTPBR
    - Rush Creek - complete
    - Deep Cut - started, moving slower due to more remote site location and available material, should be completed in 2 weeks
  - 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
    - No new updates
  - Baby Shinn Fence
    - No NEPA completed yet; hopefully a FY26/27 project but contingent on IDT. On agenda for next BLM IDT meeting.
  - Cottonwood Salvage Planting
    - Completed planting!
    - Working with BLM to do a release treatment this fall
  
- **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 live! Bid close is June 15th, contract award anticipated at June meeting.
  
- **Wildlife Connectivity Working Group Coordinator**
  - **HWY 395 Underpass Bison Pipe Project**
    - No new updates
  - **Five Springs Fencing - AWARDED!**

- Awarded \$20,000 for fencing materials to fix issues. CDFW & BLM notified. Site visit in late May / early June tentatively scheduled.
  - **Shinn Mountain JUOC Removal**
    - CDFW wants to remove western juniper at Shinn Mountain to improve GRSG and Pronghorn connectivity.
    - Currently unfunded; no new updates.
  - **Lassen County F&G Commission Raptor Project**
    - Caroline is working with Contractor to finalize the timeline for boxes to be deployed, more boxes coming later this spring.
- **USFS: Lassen Resource Advisory Committee (RAC)**
  - Signed!
  - Restoration Technician hired to assist with project load. Current season will be through October, looking at March - October for the following monitoring seasons.
- **Trout Unlimited: Pine Creek Monitoring**
  - Amendment to the original contract is complete.
- **CDFA: WMA Grant**
  - WMA Listserv created, WMA iNaturalist created
  - Field trip on Monday May 11th was successful, really good conversation with partners about potential next steps for invasive annual grasses on rangelands
  -
- **Watershed Center: PBA Capacity Funds - AWARDED!**
  - Support Odessa and Catherine obtaining fire quals, one demonstration burn, and some more equipment for fire program

### **NEW AND UPCOMING:**

- **NFF Capacity Funds - REQUESTED**
  - Kelsey is applying for ~\$50k to help Odessa with Pine Creek monitoring next season through National Forest Foundation
- **WCB Riparian Habitat Statement of Interest - APPLYING**
  - Odessa is working on a statement of interest to include enclosure fencing, JUOC treatments, and LTPBR projects at several BLM sites in the Smoke Creek Watershed.
- **NFWF Big Game Proposal - REQUESTED**
  - Application submitted - \$900k
  - Project includes ARTR/PUTR plantings and juniper removal at DWA, HJWA, and Fort Sage OHV area.
- **CDFA / CARCD - Healthy Soils Program - REQUESTED**
  - Block grant through CARCD for ~\$400k for HSP program
  - Subcontracting Point Blue for TA