



HUMBOLDT BAY MUNICIPAL WATER DISTRICT

Board of Directors Meeting

October 2020



MINUTES

HUMBOLDT BAY MUNICIPAL WATER DISTRICT

828 7th Street, Eureka



Minutes for Meeting of Board of Directors September 10, 2020

1. ROLL CALL

President Woo called the meeting to order at 9:00 am. Director Rupp conducted the roll call. Directors Fuller, Latt, Lindberg, Rupp and Woo were present. General Manager John Friedenbach, Superintendent Dale Davidsen, Business Manager Chris Harris, Tech Manger Dee Dee Simpson-Glenn and Board Secretary Sherrie Sobol were also present. Legal Counsel Ryan Plotz and Anne Baptiste and Engineer Nathan Stevens were present for a portion of the meeting. President Woo had to leave the meeting at 3 pm.

2. FLAG SALUTE

President Woo led the flag salute.

3. PUBLIC COMMENT

No public comment was received.

4. ACCEPT AGENDA

Mr. Friedenbach stated there is a last-minute agenda item to be added if the Board agrees. He just became aware yesterday afternoon of a potential appeal/litigation that may involve the District. The time limit to file the appeal for a Humboldt County Planning Commission decision is now less than 10 days, thus the urgency. He would like the Board to consider adding Item

8.7 Adesa Organic, LLC Conditional Use Permit possible appeal of approval in closed session. He would also like to time set it 2:00 pm if the required two-thirds approval to add the item is received. Director Latt stated he was not in support of adding the item to the agenda. When Director Rupp inquired if this based on procedural concerns or merit, Director Latt replied both. The remainder of the Board were in favor of adding the item to the agenda. On motion by Director Lindberg, seconded by Director Rupp, the Board voted 5-0 by roll call vote to approve the agenda as modified with addition of Adesa Organic, LLC in closed session.

5. MINUTES

President Woo stated she sent some clarification comments to Ms. Sobol. Director Latt requested a clarification change to the DTSC comment he made. On motion by Director Lindberg, seconded by Director Rupp, the Board voted 5-0 by roll call vote to approve the August 13, 2020 minutes with the changes from Director Latt.

6. CONSENT AGENDA

6.1 Media articles of local/water interest

Director Rupp pulled the article on Watershed Damage Assessment. He noted that Sonoma County Water Agency has partnered with the US Army Corps of Engineers for the mobilization of the Watershed Emergency Response Team (WERT). The WERT is a state team that can assess the damage and propose mitigation plans for watershed areas affected by wildfire. He suggested the District do the same given the fires affecting Ruth Lake. He added he realizes staff is probably already looking into this but needed to mention it publicly. On motion by Director Rupp, seconded by Director Fuller, the Board voted 5-0 to approve the Consent Agenda.

7. CORRESPONDENCE

7.1 District letter to DSOD re: CAS Mapping

Mr. Friedenbach shared the letter submitted to Division of Safety of Dams regarding the CAS Failure Inundation Mapping for R. W. Matthews Dam. The requested maps are being prepared and will be submitted no later than September 30, 2020.

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7.2 District letter to Brendan Rae re: access to Ruth Lake

Mr. Friedenbach stated this was an interesting issue. Ms. Harris came across a property listing for sale in Mad River, CA that stated the “the (sic) shoreline property is owned by a govt municipality, access is VERY nearby, and basically just straight down the water (sic) edge.” The District submitted a letter that made it clear there is no permitted access over the District’s property in the area of the listed property to the lake. Ms. Harris stated the revised ad now states the lake can be accessed via public access sites nearby.

8. CONTINUING BUSINESS

8.1 Water Resource Planning-status report on water use options under consideration

Local Sales

Mr. Friedenbach stated Nordic Aquafarms held a public meeting last night and he shared a few slides and key points from the meeting. Director Rupp also attended and stated Mr. Friedenbach did a good job conveying what occurred. Nordic plans to add about 130 job locally and clean up the site. There is a potential that Nordic can be a significant asset to the community. President Woo asked if Mr. Friedenbach would lay out the procedure for an agreement with Nordic and the price of water for them. Mr. Friedenbach stated Nordic’s Phase 1 construction is scheduled for completion in 2024 so the District will need a water supply contract prior to that. We have a Local Sales Committee. In the past, the Local Sales Committee has met with the customer and reported back to the Board for direction and then the entire Board makes a decision. The committee members are Directors Latt and Rupp.

Mr. Friedenbach stated staff is working on a draft retainer agreement for the Trinidad Rancheria. He anticipates bringing it to the Board in September. Director Latt stated he is not comfortable with the word retainer. He prefers to call it a Pre-payment of District Expenses.

Mr. Friedenbach stated staff sent out solicitation for support letters for the EDA Grant. He shared the list of support letters received and noted they are from a wide variety of the community. Director Rupp inquired if any expression of opposition was received. Mr. Friedenbach stated none were received however, some did not respond and the reason why is not known. Director Rupp also suggested Mr. Friedenbach reach out to Gregg Foster at RREDC as he is familiar with EDA grants, having received some.

The Samoa Peninsula Stakeholder Group chose not to go to the Board of Supervisors as a group, instead approached the individual Board members with the update. Mr. Friedenbach stated he reminded them that December 31, 2020 is the sunset date for the Group. He does not know when to expect the report to be shared publicly.

Transport

Mr. Friedenbach shared that Mr. Ken Davlin of Oscar Larson and Associates (OLA) reached out to him. OLA was hired by an Orange County water district that is in search of additional water sources. It is expected that there will be opposition to consideration of our water by local desal groups in Orange County. Director Rupp noted that transport is more environmentally friendly than desalination and uses less energy.

Instream Flow

The Instream Flow Committee met with CDFW and NMFS. The next step is to meet with the State Water Board and Mr. Aladjem is working on scheduling this meeting. President Woo added that the project description portion of the District’s Habitat Conservation Plan needs to be updated.

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8.2 Cannabis affecting Mad River Watershed

Mr. Friedenbach shared several articles and a letter to the editor regarding Adesa Organics in which the District was mentioned. Adesa will be discussed later in the meeting. Director Latt stated in the articles, the number of plants confiscated and even some of the property addresses are incorrect. He no longer trusts the facts in Sheriff's Department press releases regarding cannabis. President Woo stated it is disturbing that news from an agency is not trustworthy.

8.3 Kirkpatrick property: License agreement

Mr. Kirkpatrick stated he appreciates the opportunity to address the Board. He has reviewed and agrees to the terms of the License Agreement for a dock at Ruth Lake. He looks forward to enjoying the family dock next summer. Legal Counsel Ryan Plotz stated Mr. Kirkpatrick agreed to reimburse the District for all legal fees associated with this and to comply with the Ruth Lake CSD Dock Policies. Director Latt stated the term Licensor is not specifically related to the District and he would like that made clear. He also suggested removal of clause. Mr. Plotz explained why he included the clause but added he was okay with removing it. Director Latt stated the agreement was well written. Director Latt then requested Mr. Kirkpatrick acknowledge that he understands the limited term and rules under the License Agreement. Mr. Kirkpatrick stated he understands limited length of the agreement and has trust in the District. On motion by Director Rupp, seconded by Director Latt, the Board voted 5-0 by roll call vote to approve the License Agreement with the changes suggested by Director Latt. Director Rupp stated he appreciates how Mr. Kirkpatrick dealt with the Board and thanked him.

8.4 CLOSED SESSION: Conference with Legal Counsel – Anticipated Initiation of Litigation pursuant to paragraph (4) of subdivision (d) of Section 54956.9 (DTSC)

No public comment was received prior to going into closed session. Director Woo recused herself due to a perceived conflict of interest and was sent to the waiting room. The Board entered in to closes session at 10:30 am. The Board returned to open session at 12:24 pm. Vice-President Latt stated there was no reportable action.

8.5 LAFCo Municipal Service Review (MSR)

Mr. Friedenbach stated staff is compiling the information requested by LAFCo. Director Rupp requested the information be sent to the Board as well as LAFCo. Director Latt stated the District boundary could be an issue. Mr. Friedenbach stated the current boundary is what is being submitted. He previously broached the question regarding changing the boundary and noted the MSR would be a good time to change the boundary. He did not receive Board direction to change the boundary and/or sphere of influence. Director Rupp noted that LAFCo has the authority to change boundaries.

8.6 Annie & Mary Trail Grant

Mr. Friedenbach stated the City of Arcata is preparing a grant application to the Active Transportation Program to fund construction of the segment of the Annie & Mary Trail from Sunset Avenue to Park 1. Planned improvements to Park 1 include paving the entrance and parking lot and installing an informational kiosk relating to the trail. The Humboldt Trails Council has agreed to maintain the kiosk so no District funds are expended for maintaining this. Staff requests the Board authorize the General Manager to sign and submit a partner agency commitment letter. Director Rupp stated he is supportive of trails and the Annie & Mary Trail. Development of a trail is not in our scope or Mission Statement. The Part C document staff would like to sign states the undersigned agrees to assume responsibility for ongoing operations and maintenance of the facility which a concern to him. He inquired if the City of Arcata might be willing to issue a Memorandum of Understanding (MOU) stating they will take full responsibility if Humboldt Trails does not maintain the facility. Director Latt stated he appreciated Director Rupp bringing up his concerns. He also

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recalled Julie Neander from the City of Arcata previously stating they would help with the cleaning of the Park 1 restrooms due to increased use as a result of the trail. He would like this included in the MOU as well as it is not fair to ask ratepayers to pay for this. Directors Fuller and Lindberg requested clarification on the "facility". Mr. Sawatzki, a member of the public stated he concurs with the comments made. A comment submitted earlier by Mr. U. Driscoll was read during the discussion as well. Mr. Driscoll expressed concerns regarding easements. After further discussion, on motion by Director Rupp, seconded by Director Fuller, the Board voted 5-0 by roll call vote to authorize the GM to execute the document for the Annie & Mary Trail grant conditioned on the GM obtaining assurances from the Arcata City Manager that they will enter into an MOU to address the Board's concerns.

8.7 Adesa Organics LLC CUP-possible appeal of approval- CLOSED SESSION: Conference with Legal Counsel – Anticipated Initiation of Litigation pursuant to paragraph (4) of subdivision (d) of Section 54956.9

President Woo stated she will recuse herself since the firm she works for has a contractual agreement with Adesa. She was sent to the waiting room. In open session, Mr. Friedenbach stated earlier this week, the County Planning Department approved the project by a vote of 4-3. The District first commented on this project in 2018 and requested cumulative environmental impacts be considered in the environmental document process. Mr. Friedenbach received a call from Mr. Sawatzki two days ago regarding a proposition. Mr. Sawatzki thanked the Board for the opportunity to share his idea. He stated he is against the approval for Adesa and requested the District participate in an appeal in name only, with no District funds to be expensed. The Board entered into Closed Session at 2:06 pm to discuss this. The Board reconvened in open session at 2:21. Vice-President Latt stated there was no reportable action.

9. NEW BUSINESS

9.1 Humboldt County Office of Elections Candidacy Results

Mr. Friedenbach shared the notice from the Humboldt County Office of Elections stating the seats currently held by Directors Latt, Lindberg and Woo will not go to election on November 3, 2020 due to an insufficient number of qualified candidates. Directors Latt, Lindberg and Woo will remain on the Board and be up for re-election in four years.

9.2 Quagga Dogs

Last month, the Board requested staff research the feasibility of Quagga Mussel Dogs at Ruth Lake as a component of the Quagga and Zebra Mussel Prevention Plan implementation. Staff conducted the research and Mr. Friedenbach presented the information. To own a Quagga Mussel dog, the startup costs are estimated at \$18,000- \$25, 000 in addition to annual costs of roughly \$2,000. As part of the research, Mr. Breck McAlexander, CDFW Invasive Mussel Prevention Coordinator for Northern California was contacted regarding their K9 program that includes Quagga dogs. He stated he would not advocate using an expensive method of enhanced mussel detection for waterbodies that are consistently below the 12ppm in dissolved calcium, such as Ruth Lake. It was noted that Lake Mendocino and Lake Sonoma have water of 20ppm or greater dissolved calcium. Mr. Friedenbach stated although low, risk does exist at Ruth Lake. He inquired about next steps, would the Board would like to use the firm Quagga Dogs for a trial run? Director Fuller stated she puts a lot of weight on Mr. Alexander's opinion. The report is very well written and should be shared with Ruth Lake CSD and get their opinion. Directors Latt, Lindberg and Rupp were in favor of 1-2 day trial run. Perhaps on Memorial Day 2021. President Woo inquired what would be likely to change calcium water content. She was in favor of perhaps more studies on this. Director Lindberg, who is a trained geologist, noted there is not much calcium rich rock in the area, geologically speaking.

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Mr. Friedenbach stated the District's Prevention Plan states that if an infestation of quagga or zebra mussels occur, this will result in high costs, a decontamination process and may result in closure of the lake to recreational activities. Staff will develop an Infestation Response Plan and bring a draft to the Board in about six months. This will be included in next year's budget including a trial run for Quagga Mussel dogs.

9.3 Water Professionals Week/Resolution 2020-07

Water Professional Week for 2020 will take place October 3-11. Staff prepared Resolution 2020-07 to acknowledge and support the 4th Annual California Water Professionals Appreciation Week. Director Rupp read Resolution 2020-07. The Board voted 5-0 by roll call vote to approve Resolution 2020-07 and thanked all District staff for their continuing dedication and hard work at the District.

9.4 Schedule Special Meeting to award engineering contracts for Reservoir Seismic Retrofit and Collector 2

Mr. Friedenbach stated a Special Meeting is needed to award engineering contract for the Reservoir Seismic Retrofit and the Collector 2 lateral replacement. The Seismic Retrofit Project Statement of Qualifications were reviewed by a team of five: three District employees, one from the City of Eureka and one from the National Weather Service. Although scoring and feedback were different, all concluded to award the project to GHD. After a brief discussion, the Board agreed to have a Special Meeting to consider awarding contracts on Wednesday, September 16, 2020 at 12 pm.

10. REPORTS (from Staff)

10.1 Engineering

12kV Switchgear Replacement (\$755,832 District Match)

Payment request 5 in the amount of \$28,8810 has been received and approved by both the Mr. Stevens and Mr. Friedenbach. Mr. Stevens stated work on the retaining wall should be completed in the next few weeks. It's likely the contractors will begin winterizing the site and resume work after the rainy season which is when the switchgear should arrive. An extension of the grant closing date may need to be requested since PG&E has not yet approved the switchgear which may affect the configuration of the IPA building.

Collector Mainline Redundancy Hazard Mitigation Grant (\$790,570 District Match)

Nothing to report.

Reservoir Structural Retrofit Hazard Mitigation Grant (\$914,250 District Match)

The District solicited Request for Qualifications for the project and Mr. Stevens was pleased to report that GHD was selected as the engineer for the project. He is working on a proposal for the fee and schedule.

TRF Generator Hazard Mitigation Grant (\$460,431 District Match)

Nothing to report.

Appeal of FEMA Funding Denial for Collector 4 Emergency Restoration Work

Mr. Stevens stated he has not heard anything since CalOES recommended approval of the appeal to FEMA. He hopes to have good news at the next meeting.

Status report re: other engineering work in progress

Nothing to report.

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10.2 Financial

Financial Report

Ms. Harris provided the August 2020 financial report. She noted the investment accounts continue to slowly increase. She also called attention to the \$12,809 rebate received from the WISE incentive program. She highlighted several other areas of interest. Director Lindberg stated he reviewed the bills and all appeared to be in order. On motion by Director Rupp, seconded by Director Lindberg, the Board voted 4-0 (President Woo had to leave the meeting early) to approve the financial statement and vendor expense detail in the amount of \$536,321.45.

10.3 Operations

Mr. Davidsen provided the August Operational Report. He stated currently in the Ruth area, there are multiple fires with the Hopkins Fire the closest - about one mile away from the town of Ruth. The area is very smoky with lots of ash. Ms. Powell, our part-time hydro operator at Ruth has been evacuated. Mr. Perkins our other part-time hydro operator is safe so far and not in the evacuation zone. Mr. Raschein our full-time hydro operator has been told to evacuate if needed. During the month of August, electrical staff went to Ruth to work on the Hydro Plant relay replacement project. PG&E inspected and tested the hydro plant relay project and the project is now complete. Training included CPR/First Aid, Designated Employer Representative through Wienhoff drug testing (they conduct required Class A driver testing), and Safety Meeting topics included rigging, forklift safety training and the practical test. The SB 198 safety meeting was held and Mr. Davidsen and the supervisors attended a zoom meeting with Mr. Benzing of JPIA regarding loss prevention.

11. MANAGEMENT

SOO for Reservoir Structural Retrofit

This was discussed in New Business, Section 9.4.

12. DIRECTOR REPORTS & DISCUSSION

12.1 General -comments or reports from Directors

Director Lindberg inquired if dioxin testing was required. Mr. Friedenbach stated the District conducts all required testing to ensure the safety of our water. Dioxin testing is not required. Director Latt confirmed there is currently no statute that requires water districts test for dioxin.

12.2 ACWA

Director Rupp reported out on the Region 1 meeting he attended. Headwaters issues, including management and recovery were one of the topics along with increased regulatory costs. Another topic was water bills for non-profits. Prop 218 requires the same billing and Mr. Gardner of Humboldt CSD noted the water bill for a sports field was around \$60,000. Mr. Friedenbach stated he also attended the meeting and Director Rupp covered it well.

Energy Committee Meeting

Mr. Friedenbach stated the Energy Committee meets roughly four times a year. The committee met last month and he shared the agenda. One of the items discussed was how a small hydro operation is impacted disproportionately by the cost of regulatory compliance relative to the amount of hydro revenue they can generate. This concern is added to the ACWA Energy workplan which is good.

Fall Conference December 1-4, 2020 at Indian Wells

Mr. Friedenbach stated it is prudent to consider authorizing Directors and appropriate staff to attend the ACWA Fall Conference given that it may be in person. The hotels for the event book up very quickly. It could be virtual but it is not known at this time. On motion by Director Rupp, seconded

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by Director Fuller, the Board voted 4-0 to approve director and staff attendance at the ACWA Fall Conference and to authorize appropriate expenses. President Woo was not present.

12.3 ACWA – JPIA

Director Rupp attended two committee meetings and an Executive Committee meeting. The Finance Committee discussed the investment portfolio which is doing good and is well managed. The Liability Committee discussed issues such as many companies leaving California which increases liability rates. To offset this, JPIA is taking on more captive insurance. The Executive Committee met to approve actions suggested by the Finance and Liability Committees. There should be no increase in liability insurance due to captive insurance.

HR LaBounty Safety Award Nomination

Mr. Friedenbach shared the project submitted for nomination by the Operations and Maintenance staff. The Personnel Accountability Locator (PAL) Board is a simple yet effective tool with widespread safety implications. Director Rupp stated the Operations and Maintenance staff have a great record of receiving the award and he appreciates their efforts towards safety as well as the support by staff. If selected, the announcement will be made at the ACWA Fall Conference.

12.4 Organizations on which HBMWD Serves: RCEA, RREDC

RCEA

Since President Woo was not present, Mr. Friedenbach stated RCEA did meet and referenced the agenda for topics discussed.

RREDC

Director Latt reported out on the RREDC meeting of August 24, 2020. The program consisted of two speakers: Project Equity co-founder Alison Lingane and North Coast Small Business Development Center (SBDC) Director Leila Roberts. The discussion was about Succession Planning and Employee Ownership. It was noted that approximately twenty percent of businesses for sale locally actually sell. Employee ownership is a great option but employees often assume they can't purchase the business and incur debt. The SBDC has many options to help with this and make employee owned businesses possible. Dazey's Supply in Redway is a good example of this. The owner was ready to retire and the employees purchased the business.

ADJOURNMENT

The meeting adjourned at 3:46 pm.

Attest:

Sheri Woo, President

J. Bruce Rupp, Secretary/Treasurer

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1. ROLL CALL

Vice-President Latt called the meeting to order at 12:00 pm. Director Rupp conducted the roll call. Directors Fuller, Latt, Lindberg, Rupp and Woo were present. General Manager John Friedenbach, Superintendent Dale Davidsen, Business Manager Chris Harris, Tech Manager Dee Dee Simpson and Board Secretary Sherrie Sobol were also present. District Engineer Nathan Stevens was present as well.

2. FLAG SALUTE

President Woo led the flag salute.

3. ACCEPT AGENDA

On motion by Director Latt, seconded by Director Rupp, the Board voted 5-0 by roll call vote to accept the agenda.

4. PUBLIC COMMENT

No public comment was received.

5. NEW BUSINESS

1. Seismic Tank Retrofit Engineering Contract with GHD

Mr. Friedenbach stated the District received a Hazard Mitigation Grant to cover some of the expenses of the project. Since it is a Federal grant, the District must follow Federal Procurement Procedures. Under the District's Federal Procurement Policy, professional services such as architects and engineering may be competitively bid using qualifications - based selection criteria. The District solicited Request for Qualifications for engineering services for the project and only received one Statement of Qualifications that was from GHD. Staff conducted the normal review process as noted last meeting and requested GHD provide a scope of work and fee proposal. The grant budget amount for the Seismic Tank Retrofit Engineering Contract for Phase I is \$308,000. Mr. Friedenbach negotiated the fee proposal with GHD. GHD ultimately submitted a proposal of \$300,400. Staff recommends awarding the engineering contract for the Seismic Tank Retrofit to GHD. Director Rupp inquired if staff felt as if they had to compromise with only one submittal. Mr. Friedenbach replied, no, not at all. Director Lindberg questioned the 2016 California Building Code (CBC) under Section 5.2. He believed there was a newer CBC and 2016 was not current. The Board agreed to change the 2016 date to the most current. No public comment was received. On motion by Director Latt, seconded by Director Lindberg, the Board voted 5-0 by roll call vote to approve an engineering contract with GHD for the Seismic Tank Retrofit project.

2. Collector 2 Engineering Contract

Mr. Friedenbach stated this project is partially funded by a State of California Prop 1 Grant through the North Coast Resource Partnership. It is not a federal grant and the Federal Procurement Procedures do not apply. Staff selected GHD for this project since they were the engineers and project managers for the Collector 1 and Collector 3 Lateral Rehabilitation Projects. They can draw on their prior technical and operational experience rehabbing the District's collectors. The proposed cost for engineering services is considerably lower than what was budgeted in the grant budget. Staff recommends the Board award the engineering contract for the Collector 2 Lateral Rehabilitation Project to GHD. Director Rupp inquired if those working on the project are local or out of town. Mr. Stevens stated he will be working closely with Mr. Patrick Sullivan and Mr. Jordan King who are both local with GHD. On motion by Director Rupp, seconded by Director Fuller, the Board voted 5-0 by roll call vote to award the engineering contract for the Collector 2 Lateral Rehab to GHD.

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ADJOURNMENT

The meeting adjourned at 12:24 pm.

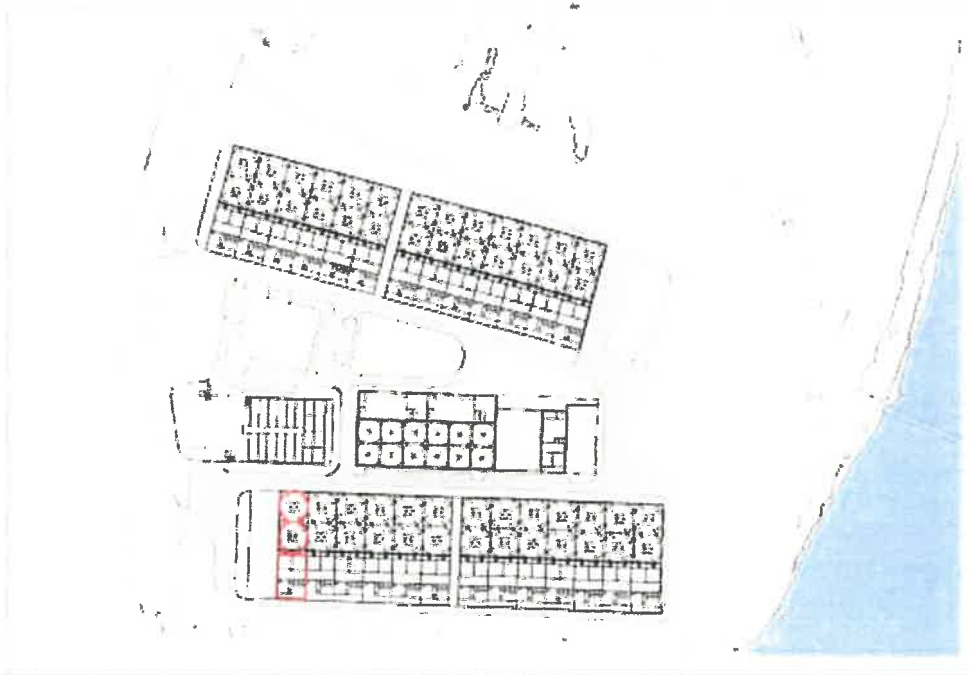
Attest:

Sheri Woo, President

J. Bruce Rupp, Secretary/Treasurer

CONSENT

Nordic Aquafarms closely considering salmon, steelhead for fish farm



A blueprint-style map of what Nordic Aquafarms' \$400 million aquaculture facility would look like. (Screenshot)

By **SHOMIK MUKHERJEE** | smukherjee@times-standard.com | Times-Standard

PUBLISHED: September 10, 2020 at 2:48 p.m. | UPDATED: September 10, 2020 at 2:48 p.m.

Nordic Aquafarms, the \$400 million fish farm venture coming to Humboldt Bay, is closely considering salmon as its land-based aquaculture product, which company officials promise won't significantly compete with the coastal fishing industry.

Marianne Naess, the company's commercial director said at a town hall Wednesday that officials have looked at both salmon and steelhead trout for the company's large operation at the Samoa Peninsula.

"Definitely, from a market perspective ... it makes sense to do salmon," Naess said during the meeting, which was held over Zoom. "It's a fish that has been bred for aquaculture and (recirculating aquaculture systems) to a greater extent."

The decision hinges on whether Nordic can import enough eggs of the fish species it does choose to begin farming in its facility.

"No matter what we choose, I think there's room both for what we're producing and what's being fished both locally and on the west coast," Naess said, adding that a majority of all West Coast salmon is imported already.

The company has applied for permits and hopes to begin construction in late 2022. It has promised to create 150 jobs of a wide range (from water maintenance to management) and hire locally as much as possible.

"If we can't find a person in Humboldt, hopefully we can attract someone to move to Humboldt with their family," Naess said.

Company higher-ups, including local project manager Scott Thompson, addressed the public's questions at Wednesday's meeting after providing an extensive breakdown of the proposed facility's features.

Many of the questions had to do with the waste Nordic would generate. The company made clear it would recycle as much as possible: "For every one gallon of water that enters the facility, we use it 99 times," said David Noyes, Nordic's vice president of technology.

Noyes outlined numerous safeguards at the facility that would ensure fish would not escape the farm into Humboldt Bay. And Naess promised that Nordic would never genetically engineer fish, noting that such a practice isn't even legal in Norway, where the company is based.

The meeting took place Wednesday as wildfires rage across the West Coast. Officials addressed concerns over natural disaster and power outage, the latter relevant to a Pacific Gas and Electric Co. power shutoff that took place this week.

"We will have power on site to keep the critical functions going, and to keep the fish alive," Noyes assured the public. "We'll be fully operational, whether or not (the facility is) connected to the grid."

Shomik Mukherjee can be reached at 707-441-0504.

Nordic Aquafarms Hosting Public Zoom Meeting Wednesday to Answer Questions, Present Study Results for Proposed Land-Based Fish Farm on Samoa Peninsula



Computer-generated photo illustration showing how the proposed recirculating aquaculture system (RAS) facility would look on the Samoa Peninsula. | File image via Nordic Aquafarms.

Press release from Nordic Aquafarms:

Nordic is currently preparing its permit applications for a land-based aquaculture facility on the Samoa Peninsula in Humboldt County and has recently submitted the discharge permit applications to the Water Quality Control Board and the Coastal Commission.

As part of these applications, a Dilution Study and a Marine Resources Impact study were conducted. Environmental protection is at the core of Nordic Aquafarms' vision and Nordic is pleased to share the results from these studies.

On Wednesday, September 9 at 6 p.m., Nordic will present study results, a general project overview and take questions from the audience.

For more information or support in logging into the meeting, please contact Lynette Mullen at lynette.mullen@gmail.com or call 707-845-0467.

What: Public Information Meeting and Q & A Session with Nordic Aquafarms

When: 6 p.m. to 8 p.m. Wednesday, September 9, 2020

Where: Zoom

Log-In Information: <https://us02web.zoom.us/j/87404556466>

- Meeting ID: 874 0455 6466
- One tap mobile: 1-669-900-6833

Fish farmers advance permit apps, expect approvals

MAD RIVER UNION September 19, 2020



A rendering of the final project. Via Nordic Aquafarms

Daniel Mintz
Mad River Union

HUMBOLDT – A huge indoor fish farm project has submitted a first round of permit applications and its managers are confident that regulators will find its environmental impacts to be minimal.

The Norway-based Nordic Aquafarms company took written questions and presented what its managers described as a “very low risk” project during a Sept. 9 videoconferenced public meeting.

Nordic has advanced discharge permit applications to the state’s water board and Coastal Commission. Humboldt County will take the lead on the project’s California Environmental Quality Act review and coastal development permitting.

David Noyes, the company’s vice president of technology, upheld the planned facility’s multi-tier water filtration. “They’re so effective that they’re actually able to filter out particles down to the size of bacteria,” he said. “And that’s how we’re able to get such an efficient and effective reduction of all the constituents of the effluent before it leaves the facility.”

The discharge water is also disinfected with a dose of ultraviolet light that is six times higher than what’s considered as a standard, Noyes continued.

Fish farmers advance permit apps, expect approvals

MAD RIVER UNION September 19, 2020

"We're really applying similar treatment levels, methods and standards to what you'd expect to see in a drinking water facility, if someone was taking surface water to then give to the general public for consumption," he said.

The land-based facility will consist of six buildings on the Samoa Peninsula at the site of the former Louisiana-Pacific pulp mill. Noyes said that in full operation, the project's maximum water discharge will be 12.5 million gallons per day.



The current site Via Nordic Aquafarms

The mill was a toxic disaster site that's been cleaned up but its legacy also includes something that negates the potential for construction-related controversy – a pre-existing outfall pipe that's 36 inches in diameter and 8,200 feet long.

Marianne Naess, Nordic's commercial director, said the project will actually improve the site's visual aesthetics because it involves demolition of the smokestack and buildings associated with the former pulp mill.

When a question about odor impacts was asked, Edward Cotter, Nordic's senior vice president of projects, said there will be none other than a "faint saltwater smell" similar to ocean water.

"We all remember what it smelled like when the pulp mill was operational and nobody wants to head in that direction at all," said Scott Thompson, a Nordic project manager.

Fish farmers advance permit apps, expect approvals

MAD RIVER UNION September 19, 2020

Answering questions about earthquake and tsunami risks, Naess said a preliminary tsunami risk evaluation shows that in a 2,500-year event, the site won't be "fully inundated to the top level of the tanks so there's no way that water itself will push the fish out of the tanks."

Thompson said construction will account for ground liquefaction in an earthquake and "the intention of the design is that in a worst case scenario, this facility will still be intact"



Another visualization. Via Nordic Aquafarms

Asked by Humboldt Baykeeper about use of chemicals to address disease outbreaks, anti-biotics and heavy metals, Noyes emphasized that land-based aquaculture facilities have "the ability to exclude parasites and pathogens" and a fish vaccination program will target "any identified pathogens of concern."

Presence of heavy metals is "the fastest way to kill your fish" so it will be constantly screened through "world class water quality analysis capabilities," he continued.

The company has not had to use anti-biotics or chemical treatments in any of its other facilities, he continued.

Nordic's managers said the \$500 million project will produce 25,000 metric tons of fish per year, create 150 jobs at the facility itself and 250 to 300 jobs during its construction phase.

Nordic has also promised not to raise genetically-modified fish. The type of fish species hasn't been firmly decided yet but Naess said Atlantic salmon is a "better choice" than others.

Fish farmers advance permit apps, expect approvals

MAD RIVER UNION September 19, 2020

That's a concern for the fishing industry coastwide, as a cheaper salmon option is believed to have the potential to impact the wild-caught market.

Naess said the intent would actually be to compete against the predominant import market.

Asked about the timeline for a California Department of Fish and Wildlife aquaculture permit that would define species, Naess said an application will be forwarded "as soon as possible" and has been delayed due to COVID-19 considerations.

Permit approvals will be sought in the upcoming year and Naess said demolition and additional site clean-up will take eight months. The project will be built in two phases beginning in the fall of 2022, with its first fish hitting the West Coast market in 2025.

Mad River Union

An alarming claim, off repeated, can take hold... but facts are stubborn things

September 5, 2020

Arsenic facts and fiction

I was somehow prescient in my prior letter to the *Union* editor, communicating some facts about the City of Arcata adding arsenic to our drinking water, when I suggested "Both sides of the fluoride debate can now wave their arms and raise their respective hullabaloo."

And then there was the *Union's* associated cartoon "Clowns to the left of me, jokers to the right." The wild rant letter to the *Union* from Timothy Crienjak sidestepped the arsenic facts I presented while waving red herrings from banning bullets to anti-vaccination to threatening the Great American Experiment.

My point is simple and verifiable. The Federal MCLG and CA PHG standards state clearly that arsenic is similar to dioxin as a substance that should not be in our drinking water at any level. Despite this clear guidance, the City knowingly adds arsenic to our drinking water, yet neither measures for it nor reports arsenic on the City's water quality "Confidence Report" [sic]. The National Sanitation Foundation (NSF), a recognized reference for drinking water standards and tests for contaminants, and the CDC, have reported on this issue.

Arsenic

The image shows a periodic table entry for Arsenic (As). The entry includes the atomic number 33, the atomic weight 74.922, and the chemical symbol As. The element is identified as a metalloid. The entry also includes the electron configuration [Ar]3d¹⁰4s²4p³ and the name arsenic. A legend at the bottom identifies the symbols used: a square for 'Different element', a circle for 'Metalloid', a triangle for 'Metal', and a square with a dot for 'Wigner-Seitz cell'.

My prior questions stand:

Would the City knowingly add dioxin to our drinking water? What guidance beyond common sense would preclude the City ("Environmental Services") from adding dioxin to our drinking water? I suggest that same guidance must be applied regarding arsenic.

Bruce LeBel
Arcata

Note: When a letter writer says “knowingly adds arsenic to our drinking water,” and repeatedly invokes the word “dioxin,” we’re well aware that these terms could, for some, become casually associated with Arcata’s drinking water, and suggest a hazard, justifiably or not.

It’s easy to rhetorically stir some arsenic into Arcta’s drinking water with one flip phrase, but understanding what that really means requires a lengthier explanation, one using some terms of measurement.

Rather than alarming water customers by publishing untethered claims, we have to assume that a college town full of curious people will be interested in facts and context.

Chemicals

A **basic principle** of toxicology is that “the dose makes the poison.” Everything (other than light) is made of **chemicals**, including the eyeballs you’re reading this with, and the paper or screen on which you read it.

Any chemical can be poisonous in a high enough concentration, including oxygen, water, arsenic or the ones that make up organic blueberry muffins.

Regulation

Barry Sutter, Klamath District engineer for the state Division of Water Quality, said his agency requires that any fluoride added to water is certified through NSF International, which tests it for contaminants. Here comes the science.

According to **NSF.org**, “Treatment products used for fluoridation of drinking water are specifically addressed in NSF/ANSI 60. The standard requires that treatment products added to drinking water, as well as any impurities in the products, are supported by an evaluation of potential health effects resulting from exposure to the products or associated contaminants.”

Testing

The *Fact Sheet on Fluoridation Products and Fluoride* **states** that “All the fluoridation products tested by NSF, when evaluated at their maximum use level in water, meet the health effects requirements of NSF/ANSI 60. Arsenic was periodically detected in half of all samples. However, the mean arsenic concentration is 1/50th of the U.S. EPA MCL [Maximum Contaminant Limit] and none of the samples exceeded 1/10th the U.S. EPA MCL.”

Standards and concentration

We checked with Matthew Hurst, professor of analytical chemistry and chair of Humboldt State University’s Chemistry Dept. to help us understand the actual presence of arsenic in our drinking water. Here is what we learned:

The **Maximum Contaminant Limit** for arsenic, according to the state Division of Water Quality, is 0.010 mg/L. That's 10 millionths of a gram per liter or 10 parts per billion maximum.

The **NSF testing** found the average arsenic concentration in water at the maximum level of fluoride level to be one-fiftieth of that, or 0.2 micrograms (millionths of a gram) per liter. In other words, the average tested amount of arsenic in the fluoridated water is 0.2 parts per billion (ppb), one part in 5 billion. That is 0.2 parts of arsenic per 1,000,000,000 parts of drinking water.

The bathtub scale

To visualize this arsenic concentration in a liter of water, at 0.2 ppb As (ug/L), it works out to adding a speck of arsenic the size of a grain of sand to 5,500 gallons of water – enough to fill more than 150 36-gallon bathtubs.

In pennies

The thickness (not the diameter) of **a penny** is 0.0598 inches, about six-hundredths of an inch.

Five billion times that is 299 million inches. 299 million inches divided by 12 is 24,916,666.7 feet. 24,916,666.7 feet divided by 5,280 (the number of feet in a mile) is 4,719.06 miles.

Thus, the amount of arsenic in a liter of fluoridated drinking water is equivalent to the thickness of one penny in a stack of pennies 4,719 miles tall. (The allowable MCL for arsenic is, in this unit of measure, 50 cents.)

You could drive from Arcata to St. Louis, Mo. and back (4,340 miles), then take a round-trip to Medford, Ore. (370 miles), and still have enough miles left over for a relaxing bike ride out to scenic Tyee City (6.3 miles), with one penny's thickness in that journey representing the arsenic in a liter of fluoridated Arcata water.

Unless, as the NSF testing has shown, it's one of the half of all fluoride samples that contained not even this minute trace of arsenic.

In lifetimes

Maybe the simplest analogy is one of time. Five billion seconds is 158 1/2 years – about two human lifetimes. The amount of arsenic in samples that had any at all is equivalent to one second of that time, or a half-second – the blink of an eye – per lifetime. This is how much arsenic the city "knowingly adds" to the water, and what all the fearful hoopla is about.

Readers may evaluate the mentions of arsenic contamination of our water in this context, and in light of the fact that the dose makes the poison. – *Ed.*

LAST NIGHT, FIREFIGHTERS FOUGHT A BATTLE FOR THE COMMUNITY OF RUTH AS THEY CONDUCTED A FIRING OPERATION ON THE HOPKINS FIRE IN THE MASSIVE AUGUST COMPLEX



September 11,
2020 Kym Kemp
RedHeaded
Blackbelt

Firefighter near Ruth Lake on the Hopkins Fire, in the August Complex, the largest fire in California History. It has burned more than 726,000 acres

Last night, south of Ruth Lake in the Six Rivers National Forest a battle took place to save the little town of Ruth and the scattered structures in the area.

The team fighting fire with fire was brought together—two Six Rivers Forest Engines 341 and 351, a Cal Fire engine, and a Humboldt Bay Fire Dept Engine.

Tom B. Stokesberry III, Captain in the U.S. Forest Service, captured photos and video of the experience and posted on Facebook. With his permission, we're providing the story to our readers.

"Last night my Division A/C/E did a firing operation to secure the 02S02 Road or "Cedar Camp Rd," he wrote. "If we could accomplish this, it would push the fire back east and away from the the community of Ruth."

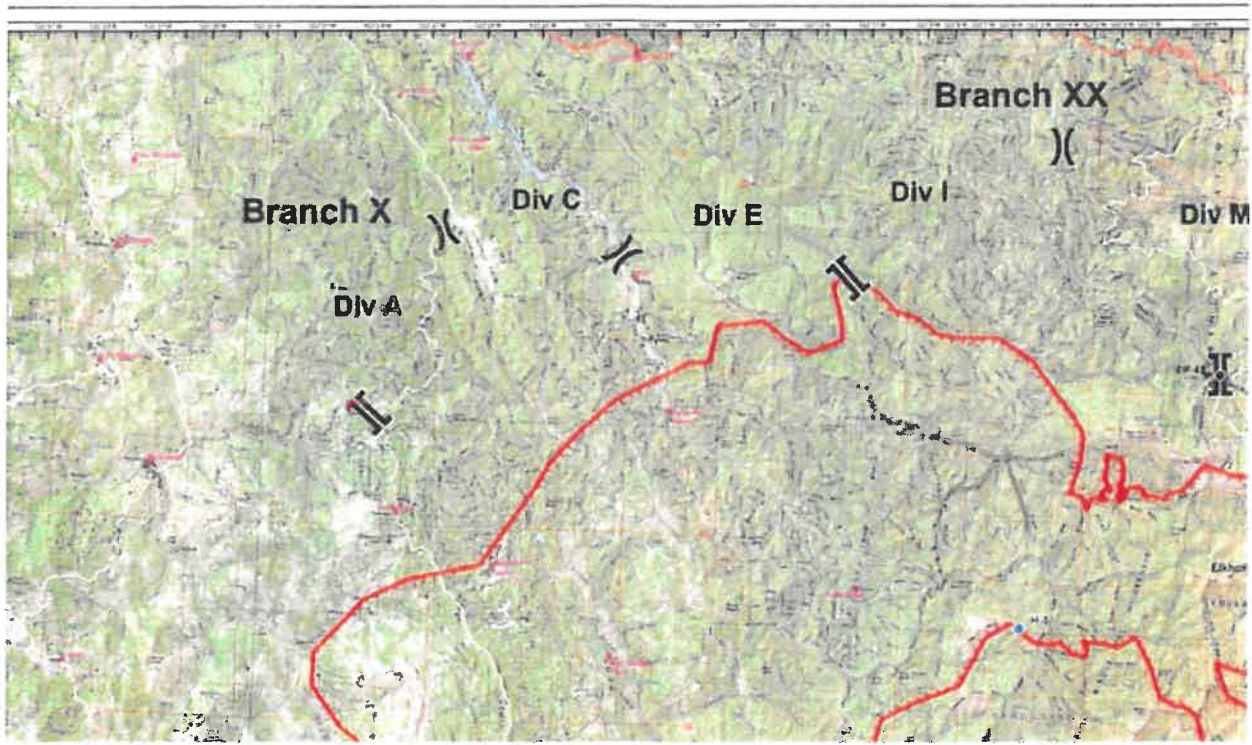
The small team of firefighters worked in the dark and smoke while crowded by flames to burn out the vegetation that would otherwise provide fuel for the Hopkins Fire to grow and allow it to head towards the town of Ruth and destroy it.

The crew did it!

"We were successful with the upper half of [Cedar Road] and handed it off to the Trinity Hotshots for day shift to complete," he explained.

Then he added, "Feeling proud of my crew! An outstanding job!!"

The community of Ruth is a little safer today.



A snip of today's August Complex operation's map show the thin blue line of Ruth Lake near at the top in the middle and the area south of Ruth Lake. (Note: Divisions A, C, and E at the top.) The Cedar Camp Road that Tom Stokesberry describes above leads to the community of Ruth and runs into Mad River Road which leads north to Ruth Lake.*









Toxic Cyanobacteria Discovered in Mad River, Says Blue Lake Rancheria; Avoid Contact With Water Near Blue Lake



Photo: Jacob Pounds, Blue Lake Rancheria.

Word comes today, via [the Blue Lake Rancheria's Facebook account](#), that lab samples have confirmed the presence of anatoxin-a in the waters in the lower stretches of the Mad River, including at popular swimming and fishing spots near Blue Lake:

Water quality sampling done along the Mad River show a presence of toxins in the water that are hazardous and potentially life-threatening to pets and small children. The [Blue Lake Rancheria Tribe's Environmental Department](#) noticed visual signs of algae blooms along the Mad River this summer, and collected a series of water quality samples in early September at the state's request.

Sampling results returned by the California Water Board show a presence of anatoxins from Blue Lake Bridge to Pump Station Four Park in Arcata. At this point, the tribe's water quality experts advise the public to be extremely cautious,

avoid contact with the river altogether, and absolutely avoid any noticeable algae mats along the Mad River.

The toxin comes from blooms of cyanobacteria — what old-timers used to call “blue-green algae” — and it has a long record of killing dogs and sickening people, especially children, in the fall months.

Jacob Pounds, environmental program coordinator with the Blue Lake Rancheria, told the *Outpost* this afternoon that the bacteria — well established in other local waterways, such as the Eel and the Klamath — has never been confirmed in the Mad before, though its presence has been suspected. (In 2016, Pounds said, a dog fell ill after swimming in the Mad, leading many to suspect cyanobacteria toxins in the water.)

The rancheria's environmental services division is putting out the call for people and pets to avoid contact with the water — and especially any algae mats, as pictured above — along the lower stretch of the Mad at least until the first serious rains come.

“All contact with the water should be avoided until we get a nice big flush that moves the algae out to the ocean,” Pounds said. “Avoiding contact is going to be the best policy.”

###

DISCLOSURE: *The Blue Lake Rancheria is a minority owner of Outpost parent company Lost Coast Communications, Inc.*

Warning: Blue-green algae confirmed in Mad River

Department of Health & Human Services

HUMBOLDT – Samples with confirmed cyanobacteria were collected at three locations on the Mad River spurring local Public and Environmental Health officials to warn community residents to keep themselves and their pets out of the water.

The samples containing the cyanobacteria, also known as blue-green algae, were collected by an Environmental Scientist for the Blue Lake Rancheria at a Mad River recreational location known as Sewer Ponds, at Pump Station 4 and downstream of the Hatchery Road bridge.

Most cyanobacteria do not affect animals or people, however, a small number of cyanobacteria species are capable of producing toxins that can be harmful to animals and humans. Dogs and children are most likely to be affected because of their smaller body size and tendency to stay in the water for longer periods of time.

Cyanobacteria can be present in any fresh water body. It looks like dark green, blue-green, black, orange or brown scum, foam or mats on the riverbed or floating on the water. Warm water and abundant nutrients can cause cyanobacteria to grow more rapidly than usual causing “blooms.” These blooms are termed “harmful algal blooms.”

Officials recommend the following guidelines for recreational users of freshwater areas:

- Keep children, pets and livestock from swimming in or drinking water containing algal scums or mats.
- Adults should also avoid wading and swimming in water containing algal blooms. Try not to swallow or inhale water spray in an algal bloom area.
- If no algal scums or mats are visible, you should still carefully watch young children and warn them not to swallow any water.
- Fish should be consumed only after removing the guts and liver and rinsing fillets in tap water.
- Never drink, cook with or wash dishes with water from rivers, streams or lakes.

Get medical attention immediately if you think that you, your pet, or livestock might have been poisoned by cyanobacteria toxins. Be sure to tell the doctor or veterinarian about possible contact with cyanobacteria or algal blooms.

MAD RIVER UNION - September 16, 2020

Join or support one of the many watershed and river organizations.

In previous years, cyanobacteria was confirmed in some water bodies within Humboldt and surrounding counties, including the Mad River, South Fork Eel River, Van Duzen River, Trinity River, Clear Lake and Lake Pillsbury. It is difficult to test and monitor the many lakes and miles of our local rivers. Most blooms in California contain harmless green algae, but it is important to stay safe and avoid contact.

To learn more about cyanobacteria and harmful algal blooms, visit the state of California's website at mywaterquality.ca.gov/habs/index.html.

To learn more about cyanobacteria and algae on the South Fork Eel River, visit eelriverrecovery.org/algae.html.

To report a bloom, email CyanoHAB.Reports@waterboards.ca.gov or call (844) 729-6466 (toll free). Blooms can also be reported via the "bloomWatch" app which is available for free download on iTunes or Google play.

For information on conditions occurring within Humboldt County, contact the Division of Environmental Health at (707) 445-6215 or 800-963-9241. Photos of suspected blooms can also be emailed to envhealth@co.humboldt.ca.us.

Cyanobacteria confirmed in Mad River – dogs and children at highest risk

Mad River Union

September 27, 2020



BLUE-GREEN Algae spotted near the Mad River boat ramp in 2015 made the water a bright green color, like anti-freeze JD | Union

Department of Health & Human Services

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Subscribe to the Mad River Union and enjoy online access to the full print edition for just \$20/year!

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CORRESPONDENCE



HUMBOLDT BAY MUNICIPAL WATER DISTRICT

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JOHN FRIEDENBACH

September 14, 2020

US Department of the Interior
Heather Eggleston, Manager
National Natural Landmarks Program

Via email: heather_eggleston@nps.gov

RE: 10.A (SF-M)

Lanphere and Ma-le'l Dunes National Historic Landmarks Program

Dear Ms. Eggleston,

We are writing in response to your notice dated July 2, 2020, a copy of which is attached. Your notice is regarding the proposed designation of Lanphere and Ma-le'l Dunes as a National Natural Landmark (NNL). The meeting for which is scheduled to occur on September 16, 2020. Our Humboldt Bay Municipal Water District (HBMWD / District) is generally supportive of the proposed designation. However, we bring to your attention the existence of two major water transmissions pipelines that are located within the proposed designated area. The District has recorded easements across the proposed NNL areas.

See the attached documents which document the District's pipeline rights of way and maintenance access rights*:

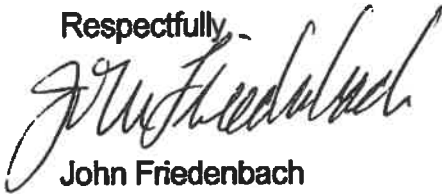
1. May 17, 2011 MOU between BLM and HBMWD
2. HBMWD Pipelines Map
3. BLM Permit # 067222 dated December 15, 1961
4. HBMWD Resolution No. 64 dated November 14, 1961
5. First American Title Company, Title Insurance Policy # 1203-92211 dated September 28, 1991
6. Commonwealth Land Title Insurance Company, Title Insurance Policy # 108-002167 dated October 14, 1987

The District continues to operate these pipelines, perform recurring maintenance, and will at some point in the not too distant future need to replace this aging infrastructure. These activities do/will require ground disturbance activities with heavy equipment. We understand and appreciate the value and importance of these dunes and take precautions to minimize impacts from our required activities. See BLM-HBMWD MOU.

However, in accordance with the language in your letter in the second paragraph on page two, we respectfully request that the area encompassing our easement rights over the property not be designated as NNL. Accordingly, we do not relinquish any of our legal rights contained within our recorded easements or other agreements previously reached with the BLM.

We welcome the opportunity to discuss this issue further with your staff prior to making a final NNL determination.

Respectfully,

A handwritten signature in black ink, appearing to read "John Friedenbach". The signature is written in a cursive, flowing style.

John Friedenbach
General Manager

Cc: Congressman Jared Huffman
US Senator Diane Feinstein
Molly Brown, BLM Field Manager – Arcata Field Office
Clara Sander-McDonald, BLM Realty Specialist – Arcata Field Office

*Other documents may further document the District's land rights in the subject area.



United States Department of the Interior



NATIONAL PARK SERVICE
Interior Regions 8, 9, 10, and 12
333 Bush Street, Suite 500
San Francisco, CA 94104-2828

IN REPLY REFER TO:
10.A (SF-M)

07/02/2020

Humboldt Bay Municipal Water District
PO Box 95
Eureka, CA, 95502-0095

Humboldt Bay Municipal Water District:

We are pleased to inform you of the proposed designation of Lanphere and Ma-le'l Dunes as a National Natural Landmark (NNL). Located approximately three miles west of Arcata in Humboldt County, California The site was recently evaluated with permission from the U.S. Fish and Wildlife Service and Bureau of Land Management.

The evaluation report concluded that Lanphere and Ma-le'l Dunes is unique in the North Pacific Boarder biophysiographic province for its outstanding example of one of the most diverse and highest quality remnants of coastal dunes habitat in province Lanphere and Ma-le'l Dunes is a remarkably undisturbed yet easily accessible site with an outstanding variety of dune habitats and associated wetlands. These habitats are mostly in excellent condition and contain virtually all the species of vascular plants typical of dune systems in northern California and southern Oregon, plus a number of rare species. The site is very scenic and affords the public an inspiring view of a natural coastal ecosystem that was once common and is now nearly lost. The site also affords a special opportunity to study the natural relationships among dune organisms and physical processes. Based on the evaluation and subsequent peer reviews, the National Park Service (NPS) has concluded that Lanphere and Ma-le'l Dunes appears to meet the criteria for national significance.

Once it has been determined that a proposed site meets the criteria for national significance, National Natural Landmarks Program regulations require the NPS to notify the area's owners and managers, interested individuals, organizations, and appropriate authorities including the executive of the local governmental jurisdiction, the governor and other appropriate state officials, and senators and members of Congress who represent the district in which the proposed NNL is located. Notice of this proposed action is also published in the Federal Register. All notified entities have 60 days from receipt of this letter to provide comment on the proposed designation. Full designation procedures can be found in NNL Program Regulations (36 CFR Part 62, 1999) in Section 62.4.

All comments received will be considered in the submittal to the National Park System Advisory Board, which makes a recommendation regarding NNL designation. The NPS Director then submits the Board's

INTERIOR REGION 8 • LOWER COLORADO BASIN*
INTERIOR REGION 9 • COLUMBIA—PACIFIC NORTHWEST*
INTERIOR REGION 10 • CALIFORNIA—GREAT BASIN
INTERIOR REGION 12 • PACIFIC ISLANDS

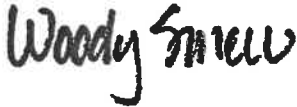
AMERICAN SAMOA, ARIZONA*, CALIFORNIA, GUAM, HAWAII, IDAHO, MONTANA*,
NEVADA, NORTHERN MARIANA ISLANDS, OREGON, WASHINGTON
*PARTIAL

recommendation and any other pertinent materials to the Secretary of the Interior, who will make the final decision regarding NNL designation.

National Natural Landmark designations are made to herald and support the voluntary conservation of public and private sites that illustrate America's outstanding natural heritage. The NPS partners with NNL managers and owners to encourage and support conservation of these nationally significant sites. Designation as an NNL is not a land withdrawal, does not change the ownership of an area, and does not dictate activity. Owners of NNLs do not give up any rights or privileges of ownership, nor do they give up use of the area. No land will be designated as an NNL over the objection of a property owner.

Enclosed is a copy of the Federal Register Notice announcing the Advisory Board's upcoming meeting and consideration of the proposed NNL designation of Lanphere and Ma-le'l Dunes. If you have questions, please contact NNL Program Manager, Heather Eggleston at 303-969-2945 or Heather_Eggleston@nps.gov. We welcome any comments you may have about this proposed designation.

Sincerely,

A handwritten signature in black ink that reads "Woody Smeck". The signature is written in a cursive, slightly slanted style.

Woody Smeck, Acting Regional Director, National Park Service, Interior Regions 8, 9, 10, and 12

Enclosure



would also concentrate the minor amounts of uranium contained in the ore.

- Construction and operation of processing facilities designed to extract and recover vanadium and uranium. The processing facilities would include a processing facility, ancillary facilities, process offices and laboratory, septic tank and leach field, and a pond system.
 - Development of various ponds to support ore processing and mine operations that would work together to keep process solution and incident stormwater fully contained within the zero-discharge process solution system.
 - Construction and operation of a stormwater management system that would divert stormwater away from mining and processing facilities.
 - Development of a borrow area for durable rhyolite rock material, which would be used for overliner, riprap, roads, and infrastructure, was identified from outcrops located approximately one mile to the southeast of the mine site.
 - Development of mine access roads including haul, secondary, and general mine roads. The project includes upgrades to approximately 7 miles of the Fish Creek Ranch Road for mine access from State Route 379.
 - Construction and operation of power transmission lines (approximately 3.6 miles) that would tie into the 69-kilovolt (kV) power line that currently provides power to the Pan Mine (the Pan Line). The 24.9-kV Gibellini Project power line would extend to the proposed project area and would include a substation in the project area. An additional line would power the water pumps near Fish Creek Ranch.
 - Development of mine water resource, which would be supplied by the Fish Creek Ranch irrigation system and pumped from a 15,000-gallon water collection tank south of the ranch to the project area via an approximately 6.25-mile water pipeline. The estimated water use for the project is approximately 500 gallons per minute (gpm) 24 hours per day, 365 days per year for mine use.
 - Development of mineral exploration activities, including access roads, drill pads, sumps, trenches, surface sampling, bulk sampling, staging areas, and monitor wells, which would total approximately 46 acres of disturbance in the project area. Exact locations would be identified during plan implementation.
- Reclamation of disturbed areas resulting from mining operations would be completed in accordance with BLM and Nevada Division of Environmental

Protection regulations. Reclamation activities proposed in the Plan of Operations include the following:

- Drill hole plugging;
- regrading and reshaping of topography to the approximate original contour;
- wildlife habitat rehabilitation;
- revegetation;
- removal or stabilization of buildings, structures, and support facilities;
- returning of existing roads in project area to pre-project conditions;
- recontouring or regrading of all other mine-related roads and safety berms to approximate original contour; and
- isolation, removal, and/or control of acid-forming, toxic, or deleterious materials.

The purpose of the public scoping process is to identify relevant issues that will influence the scope of the environmental analysis, including alternatives, and guide the process for developing the EIS. The BLM has identified preliminary issues associated with the project: (1) Closure of the heap leach facility; (2) potential impacts to greater sage-grouse, a BLM sensitive species; (3) potential impacts to visual resources; (4) potential impacts to wildlife habitat; (5) potential impacts to surface and groundwater resources; and (6) potential impacts to cultural resources eligible under the National Register of Historic Places.

The BLM will use and coordinate the NEPA scoping process to help fulfill the public involvement process under the NHPA (54 U.S.C. 305108) as provided in 42 CFR 800.2(d)(3). The information about historic and cultural resources within the area potentially affected by the proposed project will assist the BLM in identifying and evaluating impacts to such resources in the context of both NEPA and the NHPA.

The BLM will consult with Native American tribes on a government-to-government basis in accordance with Executive Order 13175 and other policies. Tribal concerns, including impacts on Indian trust assets and potential impacts to cultural resources, will be given due consideration. Federal, State, and local agencies, along with tribes and other stakeholders who may be interested in or affected by the proposed project that the BLM is evaluating, are invited to participate in the scoping process and, if eligible, may request or be asked by the BLM to participate in the development of the EIS as a cooperating agency.

Before including your address, phone number, email address, or other personal identifying information in your

comment, you should be aware that your entire comment—including your personal identifying information—may be made publicly available at any time. While you can ask us in your comment to withhold your personal identifying information from public review, we cannot guarantee that we will be able to do so.

Authority: 40 CFR 1501.7.

Jon D. Sherve,
Field Manager, Mount Lewis Field Office.
[FR Doc. 2020-15174 Filed 7-13-20; 8:45 am]
BILLING CODE 4310-NC-P

DEPARTMENT OF THE INTERIOR

National Park Service

[NPS-WASO-D-COS-POL-30460;
PPWOD:REPO] [PPMPSAS1Y.YF0000]

Notice of the September 16-17, 2020, Meeting of the National Park System Advisory Board

AGENCY: National Park Service, Interior.
ACTION: Notice of meeting.

SUMMARY: In accordance with the Federal Advisory Committee Act of 1972, the National Park Service (NPS) is hereby giving notice that the National Park System Advisory Board (Board) will meet as noted below. The agenda will include the review of proposed actions regarding the National Historic Landmarks (NHL) Program and the National Natural Landmarks (NNL) Program. Interested parties are encouraged to submit written comments and recommendations that will be presented to the Board. Interested parties also may attend the board meeting and upon request may address the Board concerning an area's national significance.

DATES: On Wednesday, September 16, 2020, the meeting will convene at 1:00 p.m., and adjourn for the day at 5:00 p.m., Eastern Daylight Time. The meeting will reconvene on Thursday, September 17 at 9:00 a.m., and adjourn at 5:00 p.m. NHL and NNL matters will be presented on September 17. For instructions on registering to attend, submitting written material, or giving an oral presentation at the meeting, please see guidance under **FOR FURTHER INFORMATION CONTACT.**

ADDRESSES: The meeting will be conducted at the American Geophysical Union, 2000 Florida Avenue NW, Washington, DC 20036, telephone (202) 462-6900. A teleconference may substitute for an in-person meeting if public health restrictions are in effect. In the event of a switch to

teleconference, notification and access information will be posted by September 9, 2020, to the Board's website at <https://www.nps.gov/advisoryboard.htm>.

FOR FURTHER INFORMATION CONTACT: (a) For information concerning attending the Board meeting or to request to address the Board, contact Joshua Winchell, Staff Director for the National Park System Advisory Board, Office of Policy, National Park Service, telephone (202) 513-7053, or email joshua_winchell@nps.gov. (b) To submit a written statement specific to, or request information about, any NHL matter listed below, or for information about the NHL Program or NHL designation process and the effects of designation, contact Sherry A. Frear, RLA, Chief, National Register of Historic Places and National Historic Landmarks Program, National Park Service, email sherry_frear@nps.gov. Written comments specific to any NHL matter listed below must be submitted by no later than September 15, 2020. (c) To submit a written statement specific to, or request information about, any NNL matter listed below, or for information about the NNL Program or NNL designation process and the effects of designation, contact Heather Eggleston, Manager, National Natural Landmarks Program, National Park Service, telephone 303-869-2945, email heather_eggleston@nps.gov. Written comments specific to any NNL matter listed below must be submitted by no later than September 15, 2020.

SUPPLEMENTARY INFORMATION: The Board has been established by authority of the Secretary of the Interior (Secretary) under 54 U.S.C. 100906, and is regulated by the Federal Advisory Committee Act.

The Board will receive briefings and discuss topics related to improving the visitor experience in NPS managed units and workforce planning for the next century, and consider proposed NHL and NNL actions. The final agenda and briefing materials will be posted to the Board's website prior to the meeting at <https://www.nps.gov/advisoryboard.htm>.

A. National Historic Landmarks (NHL) Program

NHL Program matters will be considered at the September 17 session of the meeting, during which the Board may consider the following:

Nominations for NHL Designation

Connecticut

- First Presbyterian Church, Stamford, CT

District of Columbia

- Pan American Union Headquarters, Washington, DC

Georgia

- Andalusia Farm (Flannery O'Connor Home), Milledgeville, GA

Massachusetts

- Western Railroad Stone Arch Bridges and Chester Factory Village Depot, Becket, Middlefield, and Chester, MA

Michigan

- Minong Copper Mining District, Isle Royale National Park, Keweenaw County, MI

Nebraska

- Scout's Rest Ranch Headquarters, North Platte, NE

New York

- Grant Cottage, Wilton, NY
- West Point Foundry Archeological Site, Cold Spring, NY

Texas

- Lower Pecos Canyonlands Archeological District, Val Verde County, TX

Virginia

- Patsy Cline House, Winchester, VA
- Stabler-Leadbeater Apothecary Shop, Alexandria, VA

Wisconsin

- Rock Island Site II, Rock Island State Park, Door County, WI

Proposed Amendments to Existing Designations

Connecticut

- Hill-Stead, Farmington, CT (updated documentation)
- Hawaii Kalaupapa Leprosy Settlement, Kalawao, HI (updated documentation)

Tennessee

- Hermitage Hotel, Nashville, TN (updated documentation)

B. National Natural Landmarks (NNL) Program

NNL Program matters will be considered at the September 17 session of the meeting, during which the Board may consider the following:

California

- Lanphere and Ma-le'i Dunes, Humboldt County, CA

Colorado

- Sulphur Cave and Spring, Routt County, CO

West Virginia

- Bear Rocks and Allegheny Front Preserve, Grant and Tucker Counties, WV

The meeting is open to the public. Interested persons may choose to make oral comments at the meeting during the designated time for this purpose. Depending on the number of people wishing to comment and the time available, the amount of time for oral comments may be limited. Interested parties should contact the Staff Director for the Board (see **FOR FURTHER INFORMATION CONTACT**), for advance placement on the public speaker list for this meeting. Members of the public may also choose to submit written comments by emailing them to joshua_winchell@nps.gov.

Public Disclosure of Comments: Before including your address, phone number, email address, or other personal identifying information in your comment, you should be aware that your entire comment—including your personal identifying information—may be made publicly available at any time. While you can ask us in your comment to withhold your personal identifying information from public review, we cannot guarantee that we will be able to do so.

Authority: 5 U.S.C. Appendix 2.

Alma Ripps,
Chief, Office of Policy.

[FR Doc. 2020-15120 Filed 7-13-20; 8:45 am]
BILLING CODE 4312-62-P

DEPARTMENT OF THE INTERIOR

Office of Natural Resources Revenue

[Docket No. ONRR-2011-0008; DS63644000 DR2000000.CH7000 190D1113RT; OMB Control Number 1012-0005]

Agency Information Collection Activities; Submission to the Office of Management and Budget for Review and Approval; Suspensions Pending Appeal and Bonding

AGENCY: Office of Natural Resources Revenue, Interior.

ACTION: Notice of information collection; request for comment.

SUMMARY: In accordance with the Paperwork Reduction Act of 1995 (PRA), the Office of Natural Resources Revenue (ONRR) is proposing to renew an information collection. Through this Information Collection Request renewal (ICR), ONRR seeks renewed authority to collect information related to the paperwork requirements necessary to

2011-13696-8

Recorded — Official Records
Humboldt County, California
Carolyn Crnich, Recorder

Recorded by HBMWD

Exempt from payment of fees

Clerk: MM Total: 0.00

Jun 30, 2011 at 14:36

RECORDING REQUESTED BY:

Humboldt Bay Municipal Water District

WHEN RECORDED, MAIL TO:

Humboldt Bay Municipal Water District
828 Seventh St.
Eureka, CA 95501

Exempt from Recording Fees
per G.C. 27383

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is entered into as of this 7th day of May 2011 by and between the Humboldt Bay Municipal Water District ("District") and the Bureau of Land Management ("BLM") Arcata Field Office with reference to the following:

WHEREAS, District is a duly formed Municipal Water District, organized and existing pursuant to California Water Code Section 71000 et seq.; and

WHEREAS, BLM is a duly formed and existing agency in the United States Department of the Interior; and

WHEREAS, since 1961 District has constructed and maintained a water pipeline on the Samoa Peninsula of Humboldt County for the benefit of the general public; and

WHEREAS, on November 14, 1961 pursuant to Resolution No. 64, a copy of which is attached hereto as Exhibit A and incorporated herein by reference, District agreed to certain Mad River flows in exchange for a pipeline right-of-way over lands owned by BLM on the Samoa Peninsula known as Ma-le'l Dunes; and

WHEREAS, as of December 15, 1961 pursuant to a Grant Decision, a copy of which is attached hereto as Exhibit B and incorporated herein by reference, BLM granted a right-of-way for pipeline purposes to District over certain lands owned by BLM on the Ma-le'l Dunes parcel (APNs 506-061-01, 506-181-05; 506-191-02) ; and

WHEREAS, subsequently BLM has acquired two parcels on the Ma-le'l Dunes containing portions of District pipeline, parcel APN 506-061-24 (formally owned by "Phillips") and parcel APN 506-061-25 (formally owned by "Ebersole" and then "Lindgren"); and

WHEREAS, the Phillips parcel is subject to an easement 30 feet in width granted to District by document dated June 16, 1961, and recorded in the Official Records of Humboldt County at Book 640, Page 530; and

WHEREAS, the Ebersole parcel is subject to an easement 30 feet in width granted to District by document dated April 22, 1961, and recorded in the Official Records of Humboldt County at Book 640, page 536; and

WHEREAS, BLM recognizes the legitimate interests of District in fulfilling its public duties and maintaining the integrity of the pipeline; and

WHEREAS, District recognizes the legitimate interests of BLM in fulfilling its public duties in managing and allowing public access and other resource management activities to its properties; and

WHEREAS, the parties hereto deem it in their best interests and the best interests of the general public to clarify their respective rights and duties with respect to all lands at Ma-le'l Dunes owned by BLM and containing pipelines and/or appurtenances of District; and

WHEREAS, the parties hereto wish to set forth a program of cooperative relations in addition to the rights and duties set forth on the various documents referred to above;

NOW, THEREFORE, THE PARTIES HERETO HEREBY AGREE AS FOLLOWS:

1. With the exception of emergency repairs, District will provide BLM with written notice no less than 45 days prior to any non-routine pipeline burial activity or non-routine repair or maintenance. Written notice will include a map showing areas of disturbance and a description of planned activities. Written notice will be either mailed to 1695 Heindon Rd., Arcata, CA 95521, or faxed to (707) 825-2301 (Attention: BLM Realty Specialist).

2. In the event that incidental negative effects occur on native foredune plant communities during the course of activities set forth in Paragraph 1 above, the parties will meet and confer regarding the scope of necessary restoration activities and the District contribution thereto.

3. BLM will provide a current map of federally listed threatened and endangered species, plant species of special concern, wetlands and areas of native dune habitat to District following submission of planned activities set forth in Paragraph 1 above. District will avoid sensitive areas where feasible during the course of activities set forth in Paragraph 1, above.

4. For routine burial, maintenance or repair activity, District will provide BLM with written notice no less than 7 days in advance, to the address and/or fax number set forth above.

5. District will provide a map to BLM showing locations of pipelines. District will update this map if any changes occur on BLM property.

6. In the event District maintenance activities disturb existing recreation trails, the parties will meet and confer regarding necessary restoration. This restoration may include tamping and recontouring areas to aid in foot and horse traffic flow.

7. BLM will not allow planting of species that are threatened, endangered, sensitive or at-risk on District's pipeline, easement or right-of-way or immediately adjacent thereto. However, BLM shall not take any actions to prevent naturally occurring colonization.

8. The terms and conditions of this MOU are intended as clarification only, and are not intended to increase or decrease any rights of the parties already existing pursuant to the documents referred to above or any other pertinent regulations or statutes.

Dated: 5/17/11

Humboldt Bay Municipal Water District

Carol Rische

By: CAROL RISCHÉ
Its: GENERAL MANAGER

Dated: 6-7-11

Bureau of Land Management
Arcata Field Office

Lynda Roush

By: LYNDA ROUSH
Its: Field Manager

ACKNOWLEDGMENT

State of California)
)
County of Humboldt)

On May 17, 2011, before me, Ruth Johnson, a Notary Public in and for said County and State, personally appeared Carol Rische, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under penalty of perjury under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Ruth Johnson



ACKNOWLEDGMENT

State of California)
)
County of Humboldt)

On _____, before me, _____, a Notary Public in and for said County and State, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under penalty of perjury under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

RESOLUTION NO. 64

RESOLUTION OF THE BOARD OF DIRECTORS OF THE
HUMBOLDT BAY MUNICIPAL WATER DISTRICT AS TO
PROTECTION OF FISH RESOURCES IN EXCHANGE FOR
A GRANT OF RIGHT OF WAY FROM THE BUREAU OF
LAND MANAGEMENT OF THE UNITED STATES OF
AMERICA

WHEREAS, the Humboldt Bay Municipal Water District has applied for an easement across Sections 27 and 34 in Township 6 North, Range 1 West, Humboldt Base and Meridian in Humboldt County, California, which right of way is to be granted by the United States of America, and

WHEREAS, the United States of America is desirous of protecting certain fishery resources through the maintenance of natural flow in the Mad River below Essex pump-diversion point, Humboldt County, California:

NOW, THEREFORE, BE IT RESOLVED as follows:

1. That in exchange for a pipeline right of way for which application has been heretofore made to the United States of America, which right of way is located in Sections 27 and 34, Township 6 North, Range 1 West, Humboldt Base and Meridian, Humboldt County, California, that the District shall provide the following flows (or the natural flow whichever is lesser) in Mad River below Essex pump-diversion point in Humboldt County, California, as follows:

October 1	through	October 15	30 cfs
October 16	through	October 31	50 cfs
November 1	through	June 30	75 cfs
July 1	through	July 31	50 cfs
August 1	through	August 31	40 cfs
September 1	through	September 30	30 cfs

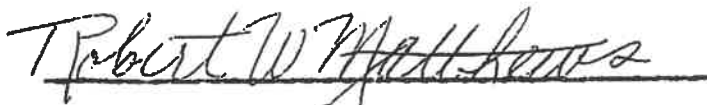
2: That the District Secretary be and he hereby is authorized to transmit a certified copy of this Resolution to the Bureau of Land Management of the United States of America.

PASSED, APPROVED, AND ADOPTED this 14th day of November, 1961, by the following vote:

AYES: Directors Matthews, Hilfiker, McBride, ~~XXXXXXXX~~ and Gosselin

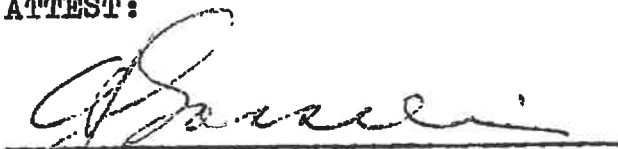
NOES: None

ABSENT: ~~XXXX~~ Johnson



President of the Board of Directors
of the Humboldt Bay Municipal Water
District of the County of Humboldt,
State of California.

ATTEST:



Secretary-Treasurer of the Board
of Directors of the Humboldt Bay
Municipal Water District.

RECEIVED
 DEC 27 1961

H. B. M. W. D.

UNITED STATES
 DEPARTMENT OF THE INTERIOR
 BUREAU OF LAND MANAGEMENT
 LAND OFFICE
 4201 U.S. Court House and Fed. Bldg.
 650 Capital Avenue
 Sacramento 14, California

Sacramento 067222
 L: GAC

December 15, 1961

D E C I S I O N

RIGHT-OF-WAY-GRANTED

Details of Grant

Serial number of grant	Sacramento 067222
Name of grantee	Humboldt Bay Municipal Water District
Map showing the location and dimensions of grant: Map designations	Frac. Sec. 27 and 34, T. 6 N., R. 1 W., E&M.
Date filed	June 16, 1961
Permitted use of grantee	Underground water pipeline
Authority for grant	Act February 15, 1901 (31 Stat. 790, 43 WSC 959)
Regulations applicable to grant:	
Code reference	43 CFR subparts A and D (244.439 through 244.447)
Circular numbers	1915
Date of grant	December 15, 1961 (
Expiration date of grant	
Length 2000'	
Rental	None (municipal water district)

Terms and Conditions of Grant

Pursuant to the authority vested in the undersigned by Order No. 541 of the Director, Bureau of Land Management, dated April 21, 1954 (19 F.R. 2473), as amended, a right-of-way, the details of which are shown above, is hereby granted, subject to the following terms and conditions.

1. All valid rights existing on the date of the grant.
2. All regulations in the circulars specified above.
3. Filing of proof of construction within 5 years of the date of the grant.
4. Further terms and conditions as follows: The permittee shall provide the following flows (or the natural flow whichever is lesser) in Mad River below Essex pump-diversion point: Humboldt County, California, as follows:

October 1	through	October 15	30 cfs
October 16	through	October 31	50 cfs
November 1	through	June 30	75 cfs
July 1	through	July 31	50 cfs
August 1	through	August 31	40 cfs
September 1	through	September 30	30 cfs

Walter E. Beck
 Walter E. Beck
 Manager

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

STATE OF CALIFORNIA)SS
COUNTY OF HUMBOLDT)

File No:
APN No: :

On June 7, 2011 before me, D. SIMON, Notary Public, personally appeared

Lynda Rousch

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Handwritten Signature]



This area for official notarial seal.

OPTIONAL SECTION
CAPACITY CLAIMED BY SIGNER

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the documents.

- INDIVIDUAL
CORPORATE OFFICER(S) TITLE(S)
PARTNER(S) LIMITED GENERAL
ATTORNEY-IN-FACT
TRUSTEE(S)
GUARDIAN/CONSERVATOR
OTHER

SIGNER IS REPRESENTING:

Name of Person or Entity

Name of Person or Entity

OPTIONAL SECTION

Though the data requested here is not required by law, it could prevent fraudulent reattachment of this form.

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED BELOW

TITLE OR TYPE OF DOCUMENT:

NUMBER OF PAGES DATE OF DOCUMENT

SIGNER(S) OTHER THAN NAMED ABOVE

Reproduced by <<Table Field EONAME Not Found!>> 11/2007

John Friedenbach

From: Monday, Denise <DMonday@co.humboldt.ca.us>
Sent: Wednesday, September 16, 2020 9:12 AM
To: DWR IRWM Grants@DWR
Cc: John Friedenbach; Samantha Ryan
Subject: Post Performance Monitoring Reports #3_46-10579_Project 10
Attachments: Project_10_HBMWD_PPMR_#3_2020_4600010579.pdf

Good morning,

Please find the Post Performance Monitoring Report for Project 10, Humboldt Bay Municipal Water District, grant agreement 4600010579. This is the third and final submittal required to fulfill the monitoring requirements for the project.

Please let me know if you have any additional questions.

Thank you,

Denise Monday
Senior Environmental Analyst
Humboldt County Dept. of Public Works
Environmental Services
(707) 267-9540



POST PERFORMANCE MONITORING REPORT

Grantee: County of Humboldt

Implementing Agency: Humboldt Bay Municipal Water District (HBMWD)

Agreement No.: 460010579 **Funding Grant Source/Round:** Prop. 84 IRWMP Round 2

Project Title: Humboldt Bay Municipal Water District Ranney Collectors 1 and 1A Lateral Replacement

Project Location: **Latitude** 40°54'29.5" N **Longitude** 124°03'13.3" W

Type of Report: PPR 3

Date of Report: 9/9/20 **Report No.:** 3 **Project Completion Date:** 6/6/17

Time Period of This Report: Aug 2019 - Aug 2020

Submitted by: John Friedenbach, General Manager

I. Post-Performance Reports Schedule:

PPR 1	PPR 2	PPR 3
Submitted 9/20/18	Submitted 9/20/19	Due September 2020

II. Short project description (per the Agreement and/or original application language)

HBMWD provides 2/3 of Humboldt County's population with drinking water through the use of its infrastructure which includes: R.W. Matthews Dam and the Essex Treatment Plant, including four Ranney Collectors (constructed in the 1960's) located along the Mad River. The collectors have laterals projecting out radially to direct water into the Ranney Collector wells. From there, the water is pumped, treated, and delivered to the District's seven wholesale municipal customers. Investigations have shown that the original laterals on all the collectors are approaching the end of their useful service life and need to be replaced. This project replaced the laterals on Collectors 1&1A.

III. List the project benefits (Primary and Secondary) (per the Agreement and/or original application language)

Physical benefits from the project included increased groundwater recharge, avoided project costs, and reduction in energy costs. These benefits were anticipated based on the design of the project and proven during post-construction testing. Two other benefits: 1) fishery improvement and 2) increased water supply reliability are required to be monitored for 3 years after the project to ensure that the project is continuing to perform as intended.

IV. List and/or explain any differences between the expected versus actual project benefits in meeting IRWM priorities as stated in the original IRWM Implementation Grant application.

None, the benefits have been as expected.

V. Where applicable, the reporting should include quantitative metrics.

Primary Benefit:

Desired Outcome	Increased Water Supply Reliability
------------------------	------------------------------------

Output Indicators	Replacement of laterals in Collector 1 & 1A
Outcome Indicators	Equivalent or greater water supplied through the collector that is expected to continue for the foreseeable future
Measurement Tools & Methods	Pumping capacity (in MGD) when pump 1-2 is running, with no other collector running
Targets	Equivalent or greater than the 6.2 MGD pre-construction

Secondary Benefit:

Desired Outcome	Fishery Improvement
Output Indicators	Replacement of laterals in Collector 1 & 1A
Outcome Indicators	Ability to continue to provide water in a manner that keeps the Mad River flowing year-round, providing fish habitat year-round
Measurement Tools & Methods	Flows (in cfs) at USGS 299
Targets	Meet flow requirements in Habitat Conservation Plan

VI. Summary of any additional costs and/or benefits deriving from the project since its completion, if applicable.

<i>Component/Benefit</i>	<i>Original Cost(s)</i>	<i>Additional Cost(s)</i>	<i>Short Explanation of Additional Cost(s)</i>
None			

VII. Continued reporting on meeting the Output Indicators and Targets discussed in the Project Monitoring Plan discussed in Paragraph 21 of the Grant Agreement.

1. Increased Water Supply Reliability

The performance of the new laterals for Collector 1&1A can be seen in the production rate. Prior to lateral replacement, the collector produced approximately 6.2 MGD when pump 1-2 was running and all other Collectors were offline. The expectation for the project was to maintain the 6.2 MGD output. Post-construction, the output of Collector 1 has been tested annually in August using the conditions described above. During the test in 2020, Collector 1&1A produced 6.7 MGD, an eight percent increase in capacity. This increase in flow rate during the test period indicates the primary benefit target is being met and the project is ensuring water supply reliability for the approximate 88,000 Humboldt County residents served by the District. The replacement of infrastructure that is reaching the end of its service life is critical in ensuring water supply reliability.

2. Fishery Improvement

Prior to the construction of R. W. Matthews Dam and Essex, the Mad River would run dry in the upper and lower reaches during the summer. As part of owning the dam and diverting water out of the Mad River, HBMWD is required to maintain either the minimum flow or the natural flow (whichever is less) in the river at USGS 299, below the Essex diversion (including Collector 1 & 1A), for fish and wildlife habitat. The District's normal operation prevents the lower reaches of the Mad River from going dry in the summer. The continued protection of fishery habitat can be accomplished by ensuring that HBMWD can continue to serve the community. Replacing aging infrastructure, including Collector 1 & 1A laterals, allows HBMWD to continue to serve the community.

The minimum flow requirement for fish and wildlife habitat varies based on the time of year and is explained in HBMWD's Habitat Conservation Plan (HCP). Natural flows are calculated using the following equation:

$$\text{Natural Flow} = \text{Essex Diversion} + \text{Flow Below Essex} + \text{Inflow into Ruth at Zenia} - \text{Flow Release at Matthews Dam}$$

Flows are measured daily to ensure compliance. The table below lists the required minimum flows and actual minimum flows at the USGS 299 staff gauge below Collector 1 & 1A for the reporting year.

Date Range (Sep '19-Aug '20)	Required Minimum Flow From HCP (cfs)	Actual Minimum Flow at USGS 299 (cfs)
Sep 1-Sep 30	30	44
Oct 1 - Oct 15	30	45
Oct 16 – Oct 31	50	41
Nov 1 – June 30	75	58
July 1 – July 31	50	51
Aug 1 – Aug 24	40	63

The minimum flows were not met on 27 days during the year of this report. However, the actual minimum flow did exceed the calculated natural flow, as can be seen in the following table.

Date	Actual Minimum Flow at USGS 299 (cfs)	Calculated Natural Flow (cfs)
10/16/19	46	11
11/1/19	61	29
11/2/19	60	31
11/3/19	59	30
11/4/19	60	34
11/5/19	59	31
11/6/19	59	30
11/7/19	59	28
11/8/19	59	28
11/9/19	60	29
11/10/19	61	29
11/11/19	60	28
11/12/19	59	29
11/13/19	60	33
11/14/19	60	31
11/15/19	59	23
11/16/19	58	21
11/17/19	62	22

Date	Actual Minimum Flow at USGS 299 (cfs)	Calculated Natural Flow (cfs)
11/18/19	59	24
11/19/19	62	25
11/20/19	62	27
11/21/19	64	35
11/22/19	60	25
11/23/19	59	23
11/24/19	60	24
11/25/19	60	25
11/26/19	60	24

The flows at USGS 299 exceeding the natural flow and/or the minimum flow requirements ensure the Mad River is receiving the secondary benefit of fishery improvement.

VIII. Any additional information relevant to or generated by the continued operation of the project.

None



SEP 17 2020

Humboldt Bay Municipal Water District
Mr. John Friedenbach, Manager, and
Ms. Sherrie Sobol, Administrative Liaison
PO Box 95
Eureka, CA 95502

Subject: Award Decision: 2019/20 Quagga and Zebra Mussel Infestation Prevention Grant

Agreement No.: C19Q0805

Fiscal Year: 2019/20

Term: October 19, 2020 through October 18, 2022

Amount: up to \$24,000.00

Dear Mr. Friedenbach and Ms. Sobol,

After reviewing the Humboldt Bay Municipal Water District (HBMWD) Quagga and Zebra Mussel Infestation Prevention Grant (QZ Grant) proposal, the Division of Boating and Waterways (DBW) would like to inform you that your project titled, "Boulders and Supplies to Strengthen and Implement the Prevention Plan," for \$24,000.00 is eligible for full funding with the following conditions:

- **Task 3:** Please list the personnel type for this task, such as Administrative Staff, if affirmative.
- **Staffing:** Please reference the Grant Agreement Exhibit B, Section A (4) for DBW reimbursement requirements for staffing.
- **Resolution:** Please submit a final resolution that includes the edits provided by Joan Fine. The Resolution must reflect the correct amount of funding.
- **Early-Detection Mussel Monitoring:** Early-Detection Mussel Monitoring is a requirement for this grant. Refer to Exhibit A, Section A (5) in the grant agreement regarding this requirement.
- **Budgets:** The budget amount in each line item is the maximum amount allowed to be reimbursed by DBW for that line item.

The next step in the process is to review, revise as applicable, and insert the Scope of Work, Table of Deliverables, Task Budget and Line Item Budget within the Grant

Mr. Friedenbach, Ms. Sobol
Page 2 of 2

Agreement and send it to Joan Fine for review at Joan.Fine@parks.ca.gov. The Grant Agreement contains standard language; it cannot be altered without prior approval from the DBW Grant Administrator.

For revisions or questions on the budgets, as applicable, and for questions on the Scope of Work or Table of Deliverables, please contact Joan Fine at Joan.Fine@parks.ca.gov, or (916) 327-1851.

Please return (4) copies of the signed cover page of the Grant Agreement, as well as two full copies of the Grant Agreement, and the signed Resolution to DBW by October 8, 2020 to Joan Fine at One Capitol Mall, Suite 500, Sacramento, CA, 95814. If you need to use electronic signatures in place of wet signatures, please contact Joan. If you need additional time to send the signed Resolution, please make arrangements with Joan.

Please note, the Grant Agreement must be signed by both parties before it is considered effective, as of the term date.

If you have questions or concerns, contact me at Cara.Roderick@parks.ca.gov, or (916) 327-1849. Congratulations, we look forward to working with you on implementing the project.

Sincerely,



Cara Roderick
Senior Environmental Scientist (Supervisory)
Quagga and Zebra Mussel Infestation Prevention Grant Program

cc:

Edward Hard, Chief, Aquatic Invasive Species Branch, DBW
Joan Fine, Associate Park and Recreation Specialist, DBW
Stephanie Pardell, Environmental Scientist, DBW
Elizabeth Brusati, Invasive Species Program, CDFW
L. Breck McAlexander, Region 1 (Northern Region), CDFW

Resolution No. 2020-09

Revision and Replacement of Resolution No. 2020-05

Resolution of the Humboldt Bay Municipal Water District Board of Directors for the Quagga/Zebra Mussel Infestation Prevention Grant Program Application and Funding Agreement 2019/20

WHEREAS, prior to the State of California, Department of Parks and Recreation Division of Boating and Waterways' (DBW) approval of an executed Grant Agreement, Humboldt Bay Municipal Water District's Board of Directors is required to pass a resolution, authorizing a designated representative(s) to execute said Application, Grant Agreement, amendments, and certifications, designating a representative to approve claims for reimbursement, designating a representative to sign the Reimbursement Claim Form and Quarterly Progress Reports, designating a representative to sign Project Completion Certification, and designating a representative to sign the Contractor's Release Form (as applicable); and

WHEREAS, Humboldt Bay Municipal Water District has the legal authority to manage the water, construct, operate, and maintain infrastructure, post signage, prepare Prevention Plan documentation, monitor for water chemistry and quagga and zebra mussels, conduct and monitor boater inspections and decontamination activities, and conduct public outreach for Ruth Lake; and to apply to DBW for a grant in the amount of \$24,000 for the Quagga and Zebra Mussel Infestation Prevention Grant Program; and

WHEREAS, Humboldt Bay Municipal Water District desires to improve and maintain the implementation plan for the prevention of an infestation of the quagga and zebra mussel for Ruth Lake; and

WHEREAS, Humboldt Bay Municipal Water District, pursuant and subject to all of the terms and provisions of the Quagga and Zebra Mussel Infestation Prevention Grant Program, application is hereby made to DBW for funding in the amount of \$24,000.

NOW THEREFORE BE IT RESOLVED that John Friedenbach, General Manager of Humboldt Bay Municipal Water District, is hereby authorized and directed to do the following acts, including but not limited to:

1. Cause the necessary data to be prepared and application to be signed and filed with DBW; and
2. Sign the DBW Quagga and Zebra Mussel Infestation Prevention Grant Agreement and any amendments thereto; and
3. Approve Claims for Reimbursement; and
4. Execute the Budget and Expenditure Summary; and
5. Sign the Contractor's Release Form; as applicable; and
6. Certify that the project is complete, and ready for final inspection, as applicable.

Passed and adopted at a regular meeting of the Humboldt Bay Municipal Water District for the Ruth Lake reservoir.

Adopted and approved this 8th day of October 2020 by the following roll call vote:

AYES:

NOES:

ABSENT:

Attest:

Sheri Woo, President

J. Bruce Rupp, Secretary/Treasurer

State of California – Natural Resources Agency
CALIFORNIA STATE PARKS
DIVISION OF BOATING AND WATERWAYS

GRANT AGREEMENT

GRANTEE: Humboldt Bay Municipal Water District

THE TERM OF THIS AGREEMENT IS OCTOBER 19, 2020 THROUGH OCTOBER 18, 2022.

GRANT PROGRAM: Quagga and Zebra Mussel Infestation Prevention Grant Program

GRANT NUMBER: C19Q0805 **PROJECT TYPE:** Tier 2, Implementation

RESERVOIR(S): Ruth Lake

The Grantee agrees to the terms and conditions of this contract, hereinafter referred to as Agreement, and the State of California, acting through its Director of California State Parks and pursuant to the State of California agrees to fund up to the total State grant amount indicated below. The GRANTEE agrees to fully comply with all provisions in the Agreement, which consists of: Exhibit A "Scope of Work-Work to be Performed, Exhibit B "Invoicing, Budget Detail and Reporting Provisions", Exhibit B, Attachment 1, "Task Budget" 3 pages, Exhibit B, Attachment 2, "Line Item Budget" 4 pages, Exhibit C "General Terms and Conditions", Exhibit D "Special Conditions;" total pages of agreement including attachments 39.

Grantee: Humboldt Bay Municipal Water District **Agency:** California State Parks
Attn: John Friedenbach Division of Boating and Waterways
Attn: Joan Fine

Address: PO Box 95 **Address:** One Capitol Mall, Suite 500
Eureka, CA 95502 Sacramento, CA 95814

BY: _____
(Authorized Signature)

BY: _____
(Authorized Signature)

(Printed Name and Title of Authorized Representative)

Edward Hard, Environmental Program Manager I
(Printed Name and Title of Authorized Representative)

Date: _____

Date: _____

**CERTIFICATE OF FUNDING
(FOR STATE USE ONLY)**

GRANT C19Q0805	AMENDMENT NO	FISCAL SUPPLIER NO 0000057780		PROGRAM 2855019
AMOUNT ENCUMBERED BY THIS DOCUMENT \$24,000.00	FUND TITLE Harbors and Watercraft Revolving Fund			AGENCY BILLING CODE NO 053708
PRIOR AMOUNT ENCUMBERED BY THIS DOCUMENT \$	GL / APPROP REF / FUND 3790-101-0516	CHAPTER 23	STATUTE (ENY) 2019	FISCAL YEAR 2020-21
TOTAL AMOUNT ENCUMBERED TO DATE \$24,000.00	RPTG STRUCTURE 37900708	ACCOUNT / ALT ACCOUNT 5432000/0000000000	ACTIVITY 61049	PROJECT 3790OTHER
T.B.A. NO	<i>I hereby certify upon my own personal knowledge that the budgeted funds are available for this encumbrance.</i>			
B.R.NO	ACCOUNTING OFFICER'S SIGNATURE		DATE	

EXHIBIT A

SCOPE OF WORK – WORK TO BE PERFORMED

A. PLANS AND GENERAL COMPLIANCE REQUIREMENTS

1. The Grantee shall submit an official copy of a Resolution /Order from the governing board or executive officer of the local entity which by law has authority to enter into this Agreement and has the authority to execute the Agreement. If there is not a governing body to sign an official Resolution /Order authorizing an entity to participate in the grant program, a Letter of Approval signed by the Executive Officer, or equivalent, shall be submitted.
2. The Grantee certifies that it shall complete this Project no later than the end of the term of this agreement. It acknowledges that this condition is a material condition of this Agreement.
3. The name of the DBW Grant Administrator(s) are listed in Exhibit A, Section B, Table of Deliverables.
4. Any detection of quagga or zebra (dreissenid) mussels (adult or veliger) shall be reported immediately to the DBW Grant Administrator(s) and the California Department of Fish and Wildlife (CDFW). The CDFW representatives to notify are: Martha Volkoff, Environmental Program Manager, at Martha.Volkoff@wildlife.ca.gov, and the appropriate CDFW regional scientist at: <https://nrm.dfg.ca.gov/FileHandler.ashx?DocumentID=4955&inline>. If the reservoir becomes infested with quagga or zebra mussels, then DBW and CDFW shall be notified immediately and this Agreement shall be terminated.
5. **EARLY-DETECTION MUSSEL MONITORING:** Grantees shall conduct early-detection mussel monitoring for quagga and zebra mussels during the term of this agreement to substantiate that the reservoir continues to be uninfested and report the data to the DBW Grant Administrator in accordance with the deadlines in Exhibit A, Section B, Table of Deliverables. Early-detection monitoring methods used are based on average dissolved calcium concentration measurements (mg/L) at the given reservoir. The three accepted methods for early-detection monitoring for quagga and zebra mussels include plankton sampling (appropriate to detect larval life stage), surface surveys (to detect adult life stage), and artificial substrates (to detect adult life stage). Surface surveys utilize existing surfaces (docks, mooring lines, rocks, etc.), and can be used to monitor for adult mussels either alone, or in combination with artificial substrates when suitable hard surfaces are not present.
 - a. **METHOD AND FREQUENCY OF EARLY-DETECTION MUSSEL MONITORING:**

The CDFW has determined your reservoir(s) to be "Very low calcium level" based on your reservoir Calcium levels (Ca+ Less than 12 mg/L). Based on this determination, the following methods and frequency of monitoring are required:

 - Surface surveys (and artificial substrates if absence of existing surfaces), checked at least once per month, monitored at locations where introductions are most likely to occur and be detected..

- b. **EARLY-DETECTION MUSSEL MONITORING PROTOCOL:** Each early monitoring effort shall be documented in writing. Protocols and datasheets have been developed by CDFW, and are recommended, however not required. These protocols are available on CDFW's website, and CDFW regional scientists are available to assist with monitoring site selection and training. Regional scientist contacts: <https://nrm.dfg.ca.gov/FileHandler.ashx?DocumentID=4955&inline>.

Plankton protocol:

<https://nrm.dfg.ca.gov/FileHandler.ashx?DocumentID=4954&inline>

Surface survey protocol:

<https://nrm.dfg.ca.gov/FileHandler.ashx?DocumentID=4948&inline>

Artificial substrate protocol:

<https://nrm.dfg.ca.gov/FileHandler.ashx?DocumentID=4953&inline>

If using a protocol and datasheet other than CDFW's, the following information shall be included for each monitoring event:

- Reservoir name;
- County;
- Sampling date;
- Sampling sites within the reservoir (latitude and longitude)
- Name and contact information of person who conducted the sampling;
- Sampling method type (plankton tow(s), artificial substrate, or surface survey);
- Sampling method used (reference to the document that described the methodology used);
- Result (presence or absence of dreissenid mussels)

In addition, information specific to each method reported shall include, as applicable:

- Plankton tows:
 - Tow volume
 - Preservation method and preservative used
 - Method of analysis (Cross-Polarized Light Microscopy (CPLM) and/or polymerase chain reaction (PCR) analysis)
 - Name and contact information of the person/entity who analyzed the samples
- Artificial substrate - surface area inspected
- Surface surveys - linear distance and type of surfaces inspected

6. If this Project includes the one or more of the following tasks: boater inspections, ramp monitor contacts, and/or decontaminations, then the data collected from these activities must be submitted to the DBW Grant Administrator in accordance with the deadlines in Exhibit A, Section B, Table of Deliverables.

7. If public agency approvals, entitlement or permits are required, such approvals, entitlements or permits must be obtained and signed copies must be submitted to the DBW Grant Administrator before work begins. If the Project is carried out on lands not owned by the Grantee, the Grantee must obtain adequate rights of way for the useful life of the Project and submit the rights-of-way documentation to the DBW Grant Administrator.
8. State Discloser Requirement – Include the following disclosure statement in any document that promotes QZ infestation prevention, education, and/or the Clean, Drain, and Dry message, funded by this Agreement:

“Funding of this project has been provided in full or in part through an agreement with the California State Parks Division of Boating and Waterways (DBW). The contents of this [insert document, as applicable] do not necessarily reflect the views and policies of the DBW, nor does mention of trade names or commercial products constitute endorsement or recommendation of their use.”

9. The Grantee shall place a sign in a prominent location of the Project site, if applicable, or at the Grantee's headquarters shall include the following logo:



The Logo is available from the DBW Grant Administrator. The following disclosure statement shall be used:

“Funded by California State Parks Division of Boating and Waterways. Operated and maintained by _____”

“For more information about (insert agency's name) Quagga and Zebra Mussel Prevention, visit (insert URL)”

The Project sign may include another agency's required promotional information so long as the DBW logo and disclosure statement are equally prominent on the sign. Signage must be approved by DBW, at the draft stage, before printing and installation and must be installed and a photo provided as proof, with the annual report. DBW may provide signage samples, accepted styles, graphics and/or designs. Additionally, the required contents of the sign (logo and disclosure statement) shall be posted on the Grantee's website or on any of the Grantee's web page(s) associated with the Project.

The sign must be maintained in good condition throughout the term of the Agreement.

For returning QZ Grantees, previously DBW-approved “funded by” signage may be used as long as it is in good condition (and not faded, vandalized, weathered), subject to DBW approval.

10. The Grantee shall also include in each of its contracts for work under this Agreement a provision that work performed by subcontractors will also meet the signage and language requirements listed in paragraphs 8 and 9 above.

B. PROJECT – SPECIFIC REQUIREMENTS

1. The Grantee shall insert a detailed and Project-specific scope of work, which is approved by DBW. The scope must be consistent with the proposed scope contained in the application and the required revisions identified by DBW during the review process. Speculative or historical statements should not be included.
2. Prior to beginning an education outreach program with grant funds, the Grantee shall construct a survey plan and a survey to gauge public (waterway users) knowledge of QZ mussels, mussel fee stickers, infestation, and the "Clean, Drain and Dry" program. A draft survey plan must be submitted to DBW for approval prior to implementation, and should include sample questions, timing, content, distribution, and collection methods. Both the DBW approved survey plan and survey results shall be submitted to DBW's Grant Administrator when the annual report and draft final report are due, per Exhibit B, Section E. A sample survey plan and a sample survey are located on the DBW webpage at www.dbw.ca.gov/QZGrant under "Grantee Resources."
3. The Grantee must participate in at least three (3) community outreach events such as boating events, boat shows, fishing events and tournaments etc., to educate the public about the effects of a QZ mussel infestation, prevention methods, and resources available to prevent a QZ mussel infestation. Grantee must include in quarterly progress reports the number of personal contacts made, number of materials distributed, and photos of the display at the event. Photos of identifiable persons must include signed photo releases. Photos without releases must be labeled "No Release" on the photo or in the file name. All photos become the property of California State Parks. The Visual Media Consent Form (DPR 993) and a sample outreach event template are located on the DBW webpage at www.dbw.ca.gov/QZGrant under "Grantee Resources". If funds were granted for media buys, education and outreach materials, and/or signage (such as print, digital, social media, TV, bill boards or radio ads) the content and distribution must be approved by DBW in advance of purchase. These materials must be submitted to DBW for review no later than the deadline listed in Exhibit A, Section B, Table of Deliverables.
4. The Grantee may use the decontamination, cleaning and surveying protocols, as well as training and guidance documents/tools designated by the CDFW, Invasive Species Program. These protocols are available at <https://www.wildlife.ca.gov/Conservation/Invasives/Quagga-Mussels> under "Decontamination, Cleaning & Surveying Protocols" "Guidance Documents" and "Training" on the CDFW, Invasive Species webpage. If other protocols are used, instead of the CDFW protocols, these protocols are required to be submitted to DBW for review prior to use.

EXHIBIT A

PROJECT SCOPE OF WORK – WORK TO BE PERFORMED

Purpose

The purpose of this project is to improve upon and strengthen the existing prevention plan for Ruth Lake. The project includes the installation of large two-ton boulders to prevent unauthorized lake access and the purchase of prevention supplies including inspection stickers, boat to trailer bands and electronic key cards for boat launch access.

Projects will be tracked via receipts for the purchases provided with request for reimbursement and progress reports.

Tasks

Task 1.0 Purchase and place boulders at targeted locations to prevent unauthorized lake access

- 1.1 Confirm location of boulder placement and number of boulders needed
- 1.2 Purchase boulders
- 1.3 Remove deteriorated/small boulders where necessary
- 1.4 Place new boulders at pre-determined locations to prevent unauthorized lake access

Deliverable: Photos of the boulders blocking unauthorized lake access; purchase invoices

Task 2.0 Purchase Prevention Plan/Inspection Supplies

- 2.1 Purchase inspection stickers
- 2.2 Purchase electronic key cards for boat launch access
- 2.3 Purchase boat to trailer bands

Deliverable: Photos of the purchased supplies; purchase invoices

Task 3.0 Prepare draft and final reports including project performance, success (or not), lessons learned, comparison of projected costs versus actual costs and any next steps

- 3.1 Prepare and submit draft report with applicable attachments
- 3.2 Prepare and submit final report after receiving and incorporating feedback on draft report

Deliverable: Final Project Report

TABLE OF DELIVERABLES

ITEM	DESCRIPTION	DUE DATE	WHERE TO REPORT THE INFORMATION
EXHIBIT A– SCOPE OF WORK – WORK TO BE PERFORMED BY THE GRANTEE			
A. GENERAL COMPLIANCE REQUIREMENTS			
1.	Final Resolution, if the grantee has a governing board. (Note: A draft Resolution, at a minimum, is required at the application stage. If the grantee does not have a governing board, a final Letter of Approval is required at the application stage.)	Prior to grant execution	Provide to DBW Grant Administrator: <i>Joan Fine</i> <i>Joan.Fine@parks.ca.gov</i>
2.	Evidence of Insurance	Prior to grant execution	Provide to DBW Grant Administrator: <i>Joan Fine</i> <i>Joan.Fine@parks.ca.gov</i>
3.	Early-Detection Mussel Monitoring Data: reporting is required twice during the grant term	Due date is the same as the Annual and Draft Final Project Reports	Provide with the Annual Report Provide with the Draft Final Project Report
4.	Inspection/decontamination, ramp monitor contacts data submission to DBW (required for Implementation Projects when DBW is funding these activities)	Due date is the same as the Annual and Draft Final Project Reports	Provide with the Annual Report Provide with the Draft Final Project Report
5.	Copy of final CEQA/NEPA Documentation, as applicable	Before Project Start Date	To DBW Grant Administrator: <i>Joan Fine</i> <i>Joan.Fine@parks.ca.gov</i>
6.	Public Agency Approvals, Entitlements or Permits, as applicable	As needed	To DBW Grant Administrator: <i>Joan Fine</i> <i>Joan.Fine@parks.ca.gov</i>
7.	Photo Proof of DBW Funding Sign Installed (for Tier 2, Implementation Projects only)	Due date is the same as the Annual Report	Provide with the Annual Report
8.	If the Project included outreach/media buys (such as print, digital, social media, TV, or radio ads) the information must be submitted to DBW for review prior to purchase, no later than the posted deadline (which is approx. 30 days before the grant expires).	Due date is the same as the Draft Final Project Report	Provide to DBW Grant Administrator: <i>Stephanie Pardell</i>

			Stephanie.Pardell@parks.ca.gov
B.	PROJECT – SPECIFIC REQUIREMENTS		
Outreach Survey (For Tier 2, develop a survey to gauge public knowledge of QZ mussels)			
1.	Survey Plan (template is available) Survey results	The approved survey plan is due with the Annual Report Due date is the same as the Annual and Draft Final Project Reports	Provide in the Annual Report Provide in the Draft Final Project Report
Outreach Events (For Tier 2, identify and participate in outreach events to educate public) <i>Applicant to insert events</i>			
2.	<i>Ongoing education during boat inspections</i>	<i>May – Sept., 2021</i>	Quarterly Progress Report, as applicable, and Draft Final Project Report, as applicable
3.	<i>Flyers at Fishing Derby's</i>	<i>May – June, 2021</i>	
4.			
C.	PROJECT DELIVERABLES <i>Applicant to insert tasks, add additional lines, as needed</i>		
1.	Task 1: Purchase and install boulders to restrict lake access to authorized entry locations only.	March 2021	Quarterly Progress Report
2.	Task 2: Purchase Prevention Plan / Inspection Supplies: Inspection stickers; Electronic Key Cards for Boat Launch Access; Boat to Trailer bands.	February 2021	
3.	Task 3: Produce draft and final grant reports.	October 2021	
EXHIBIT B – INVOICING, BUDGET DETAIL, AND REPORTING PROVISIONS			
D.	INVOICING		
1.	Reimbursement Claim/Invoicing. (If a reimbursement claim form is being submitted, it must be submitted with a Quarterly Progress Report.)	Provide with Quarterly Progress Reports	Provide to DBW Grant Administrator: <i>Joan Fine</i>
2.	Final Reimbursement Claim/Final invoice(s)	11/17/2022	<i>Joan.Fine@parks.ca.gov</i>
E.	REPORTS		

1.	Quarterly Progress Reports	1/20/2021 4/20/2021 7/20/2021 10/20/2021 1/20/2022 4/20/2022 7/20/2022 11/17/2022	Provide to DBW Grant Administrator: Stephanie Pardell <i>Stephanie.Pardell@parks.ca.gov</i>
2.	Annual Report	10/20/2021	
3.	Draft Final Project Report	9/18/2022	
4.	Final Project Report	11/17/2022	
5.	Final Project Summary	11/17/2022	
6.	Final Project Inspection and Certification(s): <ul style="list-style-type: none"> • Project Completion Certification • Contractor's Release Form, if applicable 	11/17/2022	

**EXHIBIT B
INVOICING, BUDGET DETAIL AND REPORTING PROVISIONS**

A. INVOICING

1. Invoices shall be submitted using the reimbursement claim form (claim form) provided in the DBW webpage at: <http://www.dbw.ca.gov/QZGrant> under "Grantee Resources." The attachments to the claim form must be itemized based on the line items specified in the Budget. The claim form and subcontract invoices shall be submitted electronically, on a quarterly basis consistent with the reporting schedule in Exhibit A, Section B, Table of Deliverables, to the DBW Grant Administrator.
2. Claim forms submitted in any other format other than the Reimbursement Claim form provided at the DBW webpage: www.dbw.ca.gov/QZGrant under "Grantee Resources," will cause the reimbursement claim to be disputed. The DBW Grant Administrator will notify the Grantee that the information is being disputed, as applicable. Payment will not be made until the dispute is resolved and a corrected invoice is submitted. The DBW has the responsibility for approving the reimbursement claim forms. Reimbursement shall be made only after a complete, adequately supported and properly documented claim is received.
3. Supporting documentation (e.g. receipts and/or invoices) including subcontracted services, if an approved budget item in this Agreement, must be provided as proof of payment, with each claim form. The amount claimed for the Personnel Services line item and Professional and Consultant Services line item must include a calculation formula (i.e., hours, days worked, times the hourly or daily rate will equal the total amount claimed).
4. Reimbursement for staffing, if an approved budget item in this Agreement:
 - a. Staffing will not be reimbursed for time spent enforcing the State's or a local mussel sticker.
 - b. The amount in the Line Item Budget for each personnel type is the maximum amount allowed to be reimbursed for that personnel type.
 - c. Refer to Exhibit B, Section B for Prohibition of Indirect Costs.
 - d. Seasonal/limited-term/temporary staff (i.e. staff that are hired to specifically work on the QZ grant, for the term of the grant): an employee may be reimbursed for their hourly rate for the actual time they work on the grant project, including state and federal taxes. Benefits, as defined by the Grantee's established policy, may be included for reimbursement; however leave time (sick leave or vacation time) will not be reimbursed. Costs for overtime are allowed under the Grantee's established overtime policy.
 - e. Salaried/Permanent Staff: Full-time salaried staff may be reimbursed for the actual time they work on the grant project, including state and federal taxes. Benefits, as defined by the Grantee's established policy may be reimbursed; however leave time (sick or vacation time) will not be reimbursed. If a salaried/permanent employee is a supervisor or manager by classification and if they are also doing day to day work on the grant project, they may qualify for reimbursement. Costs for overtime are allowed under the Grantee's established overtime policy.

- f. **Consultants/Contractors:** May be reimbursed for the actual time they work on the Project. State and federal taxes and benefits may be included for reimbursement. Benefits, as defined by the consultant/contractor's policy may be reimbursed; however leave time (sick leave or vacation time) will not be reimbursed. Management/supervisor oversight of staff, and labor and non-labor related overhead expenses, will not be reimbursed. Costs for overtime are allowed under the consultants/contractor's established overtime policy.
5. **Reimbursement for Travel and Per Diem, if an approved budget item in this Agreement:**
- a. **Non-Federal Agency Grantee:** Travel Expenses and per diem for non-federal agency Grantees shall follow the policy established by the State of California for its employees with regard to travel reimbursement and shall not exceed the rates paid to Exempt, Excluded, and Represented State of California employees. The rates are posed at: <http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx>. Reimbursement will be at the State travel and per diem amounts that are current as of the date costs are incurred by the Grantee.
 - b. **Federal Agency Grantee:** Travel Expenses and per diem for federal agency Grantees shall follow the policies of the federal agency requesting the funds with regard to travel reimbursement and shall not exceed the established federal rates.
 - c. **Out-of-state travel** is only reimbursable for five (5) or less days to states that border California. Reimbursement for lodging must be reasonable and be demonstrated by three quotes. The mode of travel must be the most cost effective (air versus ground travel). Car rental costs will be for "compact" or "intermediate" categories. Mileage reimbursement will be at the state rate or at the federal rate if the grantee is a federal agency. State rates are posted at: <http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx>. Receipts are required as well as training certificate(s), etc.
6. **Agency Requesting Reimbursement:**
- a. **Non-Federal Agency Grantees** shall not request reimbursement until such cost has been incurred and has been paid by the Grantee.
 - b. **Federal Agency Grantees** may be allowed to have a reimbursement in advance of specific projects tasks. This request must be justified and substantiated by the federal agency and is subject to approval by DBW. If DBW issues an advance, it will be disbursed one task at a time. Once an advance has been disbursed for a task, another advance will not be provided by DBW until the deliverable(s) for the task already disbursed, has been received. All grant advances received by the Grantee shall be paid to the contractors or vendors within thirty (30) days from the receipt of funds. In the event that the Grantee fails to disburse grant funds to the contactors or vendors within thirty (30) days from receipt of the funds, the Grantee shall immediately return such funds to the DBW. Interest shall accrue on such funds from the date of disbursement through the date of mailing of funds to the DBW. If the Grantee held such funds in interest-bearing accounts, any interest earned on the funds shall be due to DBW.

7. Notwithstanding any other provision of this Agreement, no disbursement shall be required at any time or in any manner which is in violation of, or in conflict with, federal or state laws, rules, or regulations, or which may require any rebates to the Federal Government, or any loss of tax-free status on state bonds, pursuant to any Federal statute or regulation.
8. Notwithstanding any other provision of this Agreement, the DBW may withhold all or any portion of the funds provided for by this Agreement in the event that:
 - a. The Grantee has materially violated, or threatened to violate, any term, provision, condition, or commitment of this Agreement; or
 - b. The Grantee fails to maintain reasonable progress toward completion of the Project.
9. Notwithstanding any other provision of this Agreement, the Grantee agrees that the DBW shall retain an amount equal to ten percent (10%) of the grant amount specified in this Agreement until the DBW has accepted the Project as complete and has approved all Project costs. Any retained amount due to the Grantee will be disbursed to the Grantee, without interest, within 60 days of completion of the Project.
10. The reimbursement claim form shall contain the following information:
 - a. The date of submission of the reimbursement claim form;
 - b. The time period covered by the claim form, i.e., the term "from" and "to";
 - c. The total amount due; and
 - d. The signature and date of the Grantee's authorized representative.
 - e. Final claim form shall be clearly marked "FINAL" and submitted NO LATER THAN 30 days after the term of this Agreement. The final claim form shall only include claims/invoices for work or purchases occurring during the term of this Agreement (i.e., not after the term expiration). The Grantee may request an extension to the 30 days for submitting the final claim form, however unless DBW approves the extension, DBW is not obligated to provide reimbursement for claims received late.
11. Nothing herein shall constitute, or be deemed to constitute, an obligation of future appropriations for both the State of California and the Federal Government.

B. PROHIBITION OF INDIRECT COSTS

Grant funds shall not be used for any indirect costs. "Indirect Costs" means those costs that are incurred for a common or joint purpose benefiting more than one cost objective and are not readily assignable to the Project (i.e., cost that are not directly related to the Project). Examples of Indirect Costs include, but not limited to: general administration of the Grantee; non-project-specific accounting and personnel services performed within the Grantee organization; depreciation or use allowances on buildings and equipment; the costs of operating and maintaining non-project-specific facilities; tuition and conference fees; and generic overhead or markup. Any invoice submitted including Indirect Costs will cause that invoice, in its entirety, to be disputed and will not be paid until the dispute is resolved. This

prohibition applies to the Grantee and any subcontract or sub-agreement for work on a Project that will be reimbursed with grant funds pursuant to this Agreement.

C. BUDGET CONTINGENCY CLAUSE

The maximum amount to be encumbered under this Agreement shall not exceed the amount encumbered, as listed on Page 1, under "Certificate of Funding."

Notwithstanding any other provision of this Agreement, if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for this program, this Agreement shall be of no force or effect. This provision shall be construed as a condition precedent to the obligation of the DBW to make any payment under this Agreement. In this event, the State shall have no obligation to perform any provision of this Agreement. Nothing in this Agreement shall be construed to provide the Grantee with a right of priority for payment over any other Grantee. If this Agreement's funding for any fiscal year is reduced or deleted by the Budget Act, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an Agreement amendment to the Grantee to reflect the reduced amount.

D. BUDGET LINE FLEXIBILITY

1. **Line Item Adjustment(s).** Subject to the prior review and approval by DBW, adjustments between existing line item(s) may be used to defray allowable direct costs up to fifteen percent (15%) of the total grant amount including any amendment(s) thereto. If the Line Item Budget includes an amount for Personnel Services, that amount shall be based on the hours, classification, and rates submitted by the Grantee. Any changes to the hours, classifications, and rates must be approved, in advance by DBW. Grantee may submit a request for an adjustment to DBW, by submitting a letter on the Grantee's letterhead outlining the requested revisions and providing justification. The adjustment to the budget shall also be outlined by the Grantee on DBW's Grant Expenditure Tracking Spreadsheet in strikethrough and bold format. Such adjustment shall not increase the total grant amount allocated. DBW may also propose adjustments to the budget. An adjustment may only be requested once by the Grantee, and it must be made no later than one year before the Agreement expires.
2. **Amendment:** Subject to the prior review and approval by DBW, line item adjustments in excess of fifteen percent (15%), deleting an existing or adding a new budget line item, or extending the Agreement term, require a formal amendment. An amendment shall not increase the total grant amount allocated. A request for an amendment must be made by the Grantee on the Grantee's letterhead outlining the requested revisions and providing justification. The Grantee shall submit a copy of the original Line Item and Task Budget sheet(s) reflecting the requested changes in strikethrough and bold format. Any revisions to the budget shall be outlined on DBW's Grant Expenditure Tracking Spreadsheet in strikethrough and bold format. An amendment may only be requested once by the Grantee, and it must be made no later than one year before the Agreement expires.
 - a. **Non-Federal Agency Grantee:** In the event the Grantee does not submit claim forms requesting all of the funds encumbered under this Agreement, any remaining funds shall revert to the State.

- b. **Federal Agency Grantee:** In the event the Grantee does not submit claim forms requesting all of the funds encumbered under this Agreement, any remaining funds shall revert to the State. If the Grantee received funds in advance, any funds not utilized for the Project, within the grant term, shall be returned to DBW.
- c. The DBW will provide a Notice of Project Completion to the Grantee stating that the project file is closed, the final claim form is being processed for payment, and any remaining balance will be disencumbered and unavailable for further use under this Agreement.

E. REPORTS

1. **QUARTERLY PROGRESS REPORT.** Grantee shall prepare and submit electronically quarterly progress reports using the template available on the DBW webpage at: <http://dbw.parks.ca.gov/QZGrant> under "Grantee Resources." The quarterly progress report shall be submitted to DBW in accordance with the deadline in Exhibit A, Section B, Table of Deliverables.
 - a. The progress reports shall provide a brief description of the work performed, accomplishments during the quarter, milestones achieved, monitoring results (if applicable), outreach participation and survey results, and any problems encountered in the performance of the work under this Agreement. Grantee shall document all contractor activities in the progress report.
 - b. Claims for reimbursement shall be submitted no more often than quarterly, according to the schedule stated in Exhibit A, Section B, Table of Deliverables. The claim form cannot be paid prior to submission of the quarterly progress report which describes the work claimed in the claim form. The required claim form is available on the DBW webpage at: <http://dbw.parks.ca.gov/QZGrant> under "Grantee Resources."
2. **ANNUAL REPORT.** The Grantee shall prepare and submit electronically an Annual Report using the template available on the DBW webpage at: <http://dbw.parks.ca.gov/QZGrant> under "Grantee Resources" and in accordance with the deadlines in Exhibit A, Section B, Table of Deliverables. The report shall include the following:
 - a. Pictures, as appropriate.
 - b. A summary of the conditions the Project is intended to alleviate, the Project's objectives, the scope of the Project, and a description of the approach used to achieve the Project objectives.
 - c. Early-detection mussel monitoring data using the methods and frequency specific to the reservoir(s)' risk of establishment (See Exhibit A, Section A(5)).
 - d. A summary of the progress made to date, significant milestones achieved, including "Project Specific Requirements" in Exhibit A, Section B, Table of Deliverables, and the current schedule of completing the Project, including the DBW approved Survey Plan

and results from the survey(s). If results are not available, please provide an explanation and describe when the results will be available

- e. An evaluation of the effectiveness of the Project in preventing the introduction and infestation of QZ and alleviating the Project's original condition.
 - f. If DBW is funding inspection/decontamination activities, then ramp monitor contact data must be submitted to DBW.
 - g. Photo Proof of DBW funding sign installed.
3. **DRAFT FINAL PROJECT REPORT.** The Grantee shall prepare and submit electronically a draft final project report using the template available on the DBW webpage at: <http://dbw.parks.ca.gov/QZGrant> under "Grantee Resources" and in accordance with the deadline in Exhibit A, Section B, Table of Deliverables, to the DBW Grant Administrator. A Draft Final Project Report contains all the elements of the Final Project Report listed below.
4. **FINAL PROJECT REPORT.** The Grantee shall prepare and submit electronically to the DBW Grant Administrator, a Final Project Report, using the template available on the DBW webpage at: <http://dbw.parks.ca.gov/QZGrant> under "Grantee Resources" and in accordance with the deadline in Exhibit A, Section B, Table of Deliverables, which includes and addresses the following narrative sections and items, and addresses DBW's comments on the Draft Final Report, if any.
- a. Include GPS coordinates of the reservoir(s) and the Project site/location if more specific than the reservoir(s) location(s).
 - b. Provide Early-Detection Mussel Monitoring Data using the methods and frequency specific to the reservoir(s) risk of establishment (See Exhibit A, Section A (5)).
 - c. Describe Project performance including; benefits, successes, and shortcomings. Document environmental changes and results of the Project. As appropriate include; 1) results such as inspections, decontamination to lower the risk of a QZ mussel introduction 2) document public knowledge and acceptance of the Prevention Program, 3) estimate and summarize the amount of inspections, surveys, decontamination etc. 4) document any potential infestation as a result of the implementation of measures, and 5) improvement in the prevention of introduction.
 - d. Identify lessons learned in carrying-out the Project. Describe what worked and what did not work, and how similar efforts could be utilized within the Project area, as well as other reservoirs.
 - e. Describe the Project's funding. Include the projected cost and actual cost of the Project, how much of the grant funds were spent, and how much funding was put into

- the Project from other sources. Identify funding sources that have been "leveraged" by the Project and plans for funding future activities.
- f. Identify planned or potential follow-up activities, such as any additional activities necessary to achieve prevention and protection of the reservoir from a QZ mussel introduction.
 - g. A list of the tasks and deliverables as outlined in the Scope of Work and Table of Deliverables.
 - h. Any additional information that is deemed appropriate by the Grantee or DBW.
 - i. Report all mussel preventative measures/activities in the managed reservoir including, but not limited to: installation of equipment, construction, inspection program, education and monitoring activities.
 - j. If DBW is funding inspection/decontamination activities, then ramp monitor contact data must be included.
 - k. Describe the extent of outreach that has been conducted and if there are plans to further promote the results of the Project to achieve additional implementation. Include lessons learned from survey results. Include the approved Survey Plan and Survey results as well as the three required outreach events and the corresponding completed Outreach and Education Event Report for each.
 - l. Include appropriate before and after photos and graphics, as appropriate.
5. **FINAL PROJECT SUMMARY.** The Grantee shall prepare a brief summary of the information contained in the Final Project Report, including before and after photos, as appropriate. The Project Summary shall be provided to the DBW Grant Administrator electronically in accordance with the schedule in Exhibit A, Section B, Table of Deliverables, and provided as a separate document. It is recommended that the Grantee post the Project Summary on the Grantee's webpage.
6. **FINAL PROJECT INSPECTION AND CERTIFICATION.**
- a. Upon completion of the Project, the Grantee shall provide a final Project Completion Certification, certifying that the Project has been completed in accordance with this Agreement. If any portion or task of the Project was not completed, identify that task in the Certification. The Certification must be completed on the grantee agency's letterhead and signed by the authorized representative. Any final plans and specifications, as applicable, shall be submitted to the DBW Grant Administrator, and any amendments or modification thereto. If the Project involved the planning, investigation, evaluation, design, or other work requiring interpretation and proper application of engineering, or other professionals, a final inspection and certification

shall also be conducted by a California Registered Civil Engineer or other appropriate California registered professional.

- b. If a contractor/subcontractor was utilized for any portion of the Project, then a Contractor's Release Form shall be submitted to the DBW Grant Administrator. A Contractor's Release Form template is available on DBW's website at: <http://dbw.parks.ca.gov/QZGrant> under "Grantee Resources."
- c. The Grantee agrees to expeditiously provide, during work on the Project and throughout the terms of this Agreement, such reports, data, information, and certifications that may be reasonably required by DBW.

F. AUDIT DISALLOWANCES

The Grantee agrees it shall return any audit disallowance to the DBW within 30 days of the DBW's demand for such return.

G. PROJECT AUDITS

1. The DBW reserves the right to conduct Project audits.
2. The Grantee agrees that the DBW, the Bureau of State Audits, the Governor of the State, and the Office of Inspector General, may authorize a representative of the foregoing which shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. The DBW, as its option, may call for an audit of financial information relative to the Project, where the Deputy Director of the DBW determines that an audit is desirable to assure program integrity or where such an audit becomes necessary because of federal and/or state requirements. Where such an audit is called for, the audit shall be performed by a certified public accountant independent of the Grantee and at the cost of the Grantee. The audit shall be in the form required by the DBW. The Grantee agrees to maintain such records for a possible audit for a minimum of five (5) years after the final payment, unless a longer period of records retention is stipulated. The Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Grantee agrees to include a similar right of the State to audit records and interview staff in any contract related to performance of this Agreement. (Gov. Code § 8546.7; Pub. Contract Code, § 10115 et seq.) The Grantee shall comply with the Single Audit Act and the reporting requirements set forth in OMB Circular A-21., A-87, A-133, and 48 C.F.R. Part 31, as applicable.

H. FRAUD AND MISUSE OF PUBLIC FUNDS

All invoices submitted shall be certified as accurate and signed under penalty of perjury. Any and all costs submitted for reimbursement pursuant to this Agreement shall only be for the tasks set forth herein. The Grantee shall not submit any claim forms containing costs that are ineligible or have been reimbursed from other funding sources unless required and specifically noted as such. Double or multiple billing for time, services, or any other eligible cost is illegal and constitutes fraud. Any suspected occurrences of fraud, forgery, embezzlement, theft, or any other misuse of public funds disbursed hereunder shall result in immediate termination of this Agreement, and shall render Grantee subject to criminal prosecution. Additionally, the

Deputy Director of the DBW may request an audit and refer the matter to the Inspector General's Office, the appropriate U.S. Attorney's Office, or the appropriate district attorney's office for criminal prosecution or the imposition of civil liability. (Civ. Code §§ 470, 489-490; 33 C.F.R. §§ 30.27, 30.52, 31.22, 31.41)

This Exhibit is the State of California's General Terms & Conditions (GTC 610). For the purposes of this Grant Agreement, "Contractor" is "Grantee".

EXHIBIT C

GENERAL TERMS AND CONDITIONS

1. **APPROVAL**: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. **AMENDMENT**: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. **ASSIGNMENT**: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. **AUDIT**: Contractor agrees that the awarding department, the Department of General Services, the 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. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. **INDEMNIFICATION**: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. **DISPUTES**: Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. **TERMINATION FOR CAUSE**: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.
8. **INDEPENDENT CONTRACTOR**: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. **RECYCLING CERTIFICATION:** The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. **NON-DISCRIMINATION CLAUSE:** During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor 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. Contractor 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.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. **CERTIFICATION CLAUSES:** The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 307 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. **TIMELINESS:** Time is of the essence in this Agreement.

13. **COMPENSATION:** The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. **GOVERNING LAW:** This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. **ANTITRUST CLAIMS:** The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

- 1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
- 2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION: In the event that 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.

18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

**EXHIBIT D
SPECIAL TERMS & CONDITIONS**

1. **APPROVAL.** The Grantee will not proceed with any work on the Project until authorized by California State Parks Division of Boating and Waterways (DBW).
2. **CALIFORNIA STATE PARKS, DIVISION OF BOATING AND WATERWAYS ACTION, COSTS, AND ATTORNEY FEES.** The Grantee agrees that any remedy provided in the Agreement is in addition to and not in derogation of any other legal or equitable remedy available to the DBW as a result of breach of this Agreement by the Grantee, whether such breach occurs before or after the completion of the Project, and exercise of any remedy provided by this Agreement by the DBW shall not preclude DBW from pursuing any legal remedy or right which would otherwise be available in law or equity. In the event of litigation between the parties hereto arising from this Agreement, it is agreed that each party shall bear its own filing costs and attorney fees.
3. **COMPLIANCE WITH LAW, REGULATIONS, ETC.** The Grantee agrees that it will, at all times, comply with and require its contractors and subcontractors to comply with all applicable federal, state laws, rules, guidelines, regulations, and requirements. Without limitation of the foregoing, the Grantee agrees that, to the extent applicable, the Grantee will comply with the provisions of an adopted environmental mitigation plan for the term of this Agreement, or the useful life of the Project, whichever is longer.
4. **COMPUTER SOFTWARE.** The Grantee certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.
5. **CONFLICT OF INTEREST.** The Grantee certifies that it is in compliance with applicable state and/or federal conflict of interest laws.
6. **CONTINUOUS USE OF PROJECT; LEASE OR DISPOSAL OF PROJECT.** The Grantee agrees that, except as provided in the Agreement, it will not abandon, substantially discontinue use of lease, or dispose of the Project or any significant part or portion thereof during the useful life of the Project without prior written approval of the Deputy Director of the DBW. Such approval may be conditional as determined by the Deputy Director or his/her designee to be appropriate, including a condition requiring repayment by the Grantee of all grant funds or any portion of all remaining grant funds covered by this Agreement together with accrued interest and any penalty assessments which may be due.
7. **DISPUTES.** The Grantee shall continue with its responsibilities under this Agreement during any dispute. Any dispute arising under this Agreement, which is not otherwise disposed of by informal agreement shall be decided by the Deputy Director of the DBW, or his or her authorized representative. Such decision shall be reduced to writing and a copy thereof furnished to the Grantee and to the DBW Deputy Director. The decision of the DBW shall be final and conclusive unless, within thirty (30) calendar days after mailing of the DBW decision to the Grantee, the Grantee mails or otherwise furnishes a written appeal of the decision to the DBW Deputy Director. The decision of the DBW Deputy Director on appeal shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. In connection with any appeal under this clause, the Grantee shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending

final decision of a dispute hereunder, the Grantee shall continue to fulfill and comply with all the terms, provisions, commitments, and requirements of this Agreement. This clause does not preclude consideration of legal questions, provided that nothing herein shall be construed to make final the decision of the DBW, or any official or representative thereof, on any question of law.

8. ENVIRONMENTAL COMPLIANCE

- a. Projects supported by grant funds must comply with the California Environmental Quality Act (CEQA) requirements; CEQA exemptions may apply. Work on the Project or task, as applicable, shall not begin until the DBW has received an adopted CEQA document and/or notice from the California State Clearinghouse that the process has been completed. If work is conducted on federal land, the Grantee must also comply with the National Environmental Policy Act (NEPA). Proceeding with work subject to CEQA and/or NEPA without submitting the environmental documentation to DBW, shall constitute a material breach of this Agreement.
- b. No work that is subject to an Environmental Impact Report or a Mitigated Negative Declaration may proceed until and unless approved by the DBW. Such approval is fully discretionary and shall constitute a condition precedent to any work for which it is required.
- c. If the Project or task, as applicable, includes modification to a reservoir, the Grantee shall fully mitigate the environmental impact resulting from the modification. The Grantee shall provide documentation to DBW that the environmental impacts resulting from such modification will be fully mitigated considering all of the impacts of the Project, and whether, on balance, any environmental enhancement or benefit equals or exceeds any negative environmental impacts of the Project or task.

9. FISCAL MANAGEMENT SYSTEMS AND ACCOUNTING STANDARDS. The Grantee agrees that, at a minimum, its fiscal control and accounting procedures shall be sufficient to permit tracing of grant funds to a level of expenditure adequate to establish that such funds have not been used in violation of state law or this Agreement. The Grantee further agrees that it shall maintain separate Project accounts in accordance with generally accepted accounting principles.

10. GRANTEE'S RESPONSIBILITY FOR WORK. The Grantee shall be responsible for all work and for all persons and entities engaged in work performance pursuant to this Agreement, including, but not limited to, contractors, subcontractors, suppliers, and providers of services. The Grantee shall be responsible for any and all disputes arising out of its contracts for work on the Project, including but not limited to payment disputes with contractors and subcontractors. The State shall not mediate disputes between the Grantee and any other entity concerning responsibility for performance of work.

11. INCOME RESTRICTIONS. The Grantee agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Grantee under this Agreement shall be paid by the Grantee to DBW, to the extent that they are properly allocable to costs for which the Grantee has been reimbursed by DBW under this Agreement.

12. INSPECTION. The DBW, the Bureau of State Audits, the Office of Inspector General, or any authorized representative for the forgoing, shall have suitable access to the Project site or Project records at all reasonable times during Project implementation and thereafter for the

useful life of the Project to ascertain compliance with this Agreement and its goals. The Grantee acknowledges that the Project records and location are public records.

13. INSURANCE REQUIREMENTS.

Comprehensive Insurance: Throughout the term of the Agreement, the Grantee shall provide and maintain insurance against fire, vandalism, and other loss, damage, or destruction of the facilities and structures constructed pursuant to this Agreement, if any. This insurance shall be issued by a company or companies admitted to transact business in the State of California or be provided by Grantee if self-insured. This insurance policy shall contain an endorsement specifying that the policy will not be cancelled or reduced in coverage without thirty (30) days prior written notice to the DBW. In the event of any damage to or destruction of the Project or any larger system of which it is a part, the net proceeds of insurance shall be applied to the reconstruction, repair or replacement of the damaged or destroyed parts of the Project or its larger system. The Grantee shall begin such reconstruction repairs or replacement as expeditiously as possible and shall pay out of such net proceeds all costs and expenses in connection with such reconstruction, repair, or replacement so that the same shall be completed and the larger system shall be free of all claims and liens. A copy of the insurance policy shall be provided to DBW, upon request.

- a. **General Liability Insurance:** Contractor or Grantee, as applicable, shall procure commercial general liability insurance covering bodily injury, property damage, and personal injury with limits not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate. Said policy shall apply to each insured against whom any claim is made or suit is brought subject to Contractor's or Grantee's limits of liability.
- b. **Motor Vehicle Liability Insurance:** Contractor or Grantee, as applicable, shall maintain motor vehicle liability insurance with limits not less than \$1,000,000 per accident. Such insurance shall cover liability arising out of an accident involving a motor vehicle in use by Contractor, or Grantee, including, but not limited to, Contractor owned, hired, and non-Contractor owned motor vehicles.
- c. **Worker's Compensation and Employer's Liability Insurance:** The Grantee's Contractor (or Grantee) shall maintain statutory worker's compensation and employer's liability insurance for all of Contractor's employees who will be engaged in the performance of work on the property, including special coverage extensions where applicable.

14. INTELLECTUAL PROPERTY. Any works developed during and/or pursuant to this Agreement by the Grantee, including all related copyrights and other proprietary rights therein, as may now exist and/or which hereafter come into existence, shall belong to the State upon creation, and shall continue in the State's exclusive ownership upon termination of this Agreement. Grantee further agrees to assign to the State exclusive ownership of all such interests upon termination of this Agreement. Grantee further agrees to assign to the State all rights, title and interest in and to such material as well as all related copyrights and other propriety rights therein.

Grantee agrees to cooperate with the State and to execute any document(s) that may be found to be necessary to give the foregoing provisions full force and effect, including but not limited to, an assignment of copyright.

Grantee agrees not to incorporate into or make the works developed, dependent upon any original works of authorship or Intellectual Property Rights of third parties without first (a) obtaining the State's prior written permission and (b) granting to or obtaining for the State a

nonexclusive, royalty-free, paid-up, irrevocable, perpetual, world-wide license, to use, reproduce, sell, modify, publically and privately display and distribute, for any purpose whatsoever, any such prior works.

15. **NO THIRD PARTY RIGHTS.** This Agreement shall not create rights in, or grant remedies to, any third party as a beneficiary of this Agreement, or of any duty, covenant, obligation or undertaking established herein.

16. **NOTICE.**

- a. The Grantee shall notify the DBW prior to conducting construction, monitoring, demonstration, or other implementation activities such that DBW staff may observe and document such activities, if desired.
- b. The Grantee shall promptly notify the DBW of events or proposed changes that could affect the scope, budget, work performed under this Agreement. The Grantee agrees that no substantial change in the scope of the Project will be undertaken until written notice on the proposed change has been provided to the DBW, and the DBW has given written approval for such change.
- c. Discovery of any potential archeological or historical resource. If a potential archeological or historical resource be discovered during implementation of the Project, the Grantee agrees that all work in the area of the find will cease until a qualified archeologist has evaluated the situation and made recommendations regarding the preservation of the resource, and appropriate actions are taken to protect and preserve the resource. The Grantee agrees to implement appropriate actions as directed by the DBW.
- d. Discovery of any unexpected endangered or threatened species, as defined in the California Endangered Species Act (CESA) or the Federal Endangered Species Act (ESA). If a state or federally protected species is unexpectedly encountered during implementation of the Project, the Grantee agrees to promptly notify the DBW Grant Administrator. This notification is in addition to the Grantee's obligations under CESA or ESA.
- e. The Grantee shall notify the DBW ten (10) working days prior to any public or media event publicizing the accomplishments and/or results of this Agreement and provide the opportunity for attendance and participation by DBW representatives, if desired.
- f. The Grantee shall promptly notify the DBW in writing of any cessation of major construction work on the Project where such cessation of work is expected to or does extend for a period of thirty (30) days or more and of any circumstance, combination of circumstances, or condition, which is expected to or does delay completion of construction for a period of ninety (90) days or more beyond the estimated date of completion of construction previously provided.

17. **OPERATIONS & MAINTENANCE.** The Grantee shall maintain and operate the facility and structures constructed or improved as part of the Project, if any, throughout the useful life of the Project, consistent with the purpose for which this Grant was made. The Grantee assumes all operations and maintenance costs of the facilities, structures, and equipment; the DBW shall not be liable for any cost of such maintenance, management, or operation. The Grantee may be excused from operations and maintenance only upon written approval of the Deputy Director of the DBW. For purposes of this Agreement, "operation costs" include direct costs

occurred for material and labor needed for operations, utilities, insurance, and similar expenses. "Maintenance costs" include ordinary repairs and replacements of a recurring nature necessary to prolong the life of capital assets or basic structure.

18. PERMITS, CONTRACTING, AND DEBARMENT. The Grantee shall procure all permits, licenses necessary to accomplish the work contemplated in this Agreement, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work. Any contractor, outside association, or consultants required by the Grantee in connection with the services covered by the Agreement shall be limited to such individuals or firms as were specifically identified and agreed to during negotiations for this Agreement, if any, or as are specifically authorized by DBW during the performance of this Agreement. Any substitutions in, or additions to, such contractors, associates, or consultants, shall be subject to the prior written approval of DBW. The Grantee certifies to the best of its knowledge and belief that it and its principals:

- a. Are not presently barred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department, program or Grantee;
- b. Have not within a (3) year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification.
- d. Have not within a three (3) year period preceding this application/proposal had one or more public transactions (including but not limited to grants, loans, projects, contracts, or programs) (federal, state or local) terminated for cause or default.

19. PREVAILING WAGES AND LABOR COMPLIANCE. If applicable, the Grantee agrees to be bound by the provision of the Labor Code regarding prevailing wages and shall monitor all contracts subject to reimbursement from this Agreement to assure that the prevailing wage provisions of the Labor Code are being met. The Grantee certifies that it will reimburse the Department of Industrial Relations (DIR) for DIR's reasonable and directly-related costs of labor compliance monitoring and enforcement pursuant to Labor Code, §1771.3 or 1771.5; and §16450 through 16452, or § 16454 of Title 8 of the California Code of Regulations. Current DIR requirements may be found at <http://www.dir.ca.gov/lcp.asp>.

20. PROFESSIONALS. The Grantee agrees that only licensed professional will be used to perform services under this Agreement where such services are called for. Pursuant to this Agreement, all technical reports required that involve planning, investigation, evaluation, design, or other work requiring interpretation and proper application of engineering or geological sciences, shall be prepared by or under the direction of persons registered to practice in California pursuant to Business and Professions Code, § 6735, 7835, and 7835.1. To demonstrate compliance with California Code of Regulations, Title 16, § 415 and 3065, all technical reports must contain a statement of the qualifications of the responsible registered professional(s). As require by these laws, completed technical reports, must bear the

signature(s) and seal(s) of the registered professional(s) in a manner such that all work can be clearly attributed to the professional responsible for the work.

21. **PURCHASED EQUIPMENT.** "Equipment" means tangible property that has a normal useful life of at least one year and has a unit acquisition cost of at least \$5000 (i.e. five identical assets which cost \$1,000 each, for a total of \$5,000, would not meet this requirement). Equipment does not include expendable items.

Reimbursement for equipment, if an approved budget item in this Agreement:

- a. The grantee shall ensure: that adequate competition has been sought by taking all of the following steps:
 - i. The Grantee shall openly seek estimates for Equipment.
 - ii. All estimates shall be submitted in writing. If a written estimate is not possible, the grantee shall document any verbal estimate.
 - iii. The Grantee shall make every effort to ensure that three (3) estimates are received prior to the purchase of Equipment. If three (3) estimates are not received, the Grantee shall fully document why three (3) estimates could not be received. All estimates or documentation shall be retained by the Grantee for a minimum of five (5) years after expiration of the grant term, and may be subject to an audit.
 - iv. If a certified small business submits an estimate, the business can claim a preference of five (5) percent when submitting, as compared to the lowest responsible proposer who is not a certified small business. (Certified small business is defined as a business certified by the Office of Small Business and DVBE Services)
- b. The Grantee shall maintain control of all Equipment acquired through this Agreement.
- c. The Grantee shall perform and maintain a physical inventory of all Equipment purchased under this Agreement and reconcile the inventory with the property records at least annually to verify the existence and current utilization under the term of the Agreement.
- d. Equipment shall only be used for its intended purpose for the duration of its useful life.
- e. Grantees shall keep Equipment purchased with grant funds securely stored and are responsible for maintenance, ensuring that the equipment is maintained in proper and safe working order during the life of the Agreement. DBW is not responsible for maintenance costs. Grantee agrees to repair or replace any equipment purchased under this Agreement if lost, stolen, or damaged during the term of grant.
- f. DBW may request physical possession of all Equipment if the Grantee defaults on any portion of the Agreement. In such case of default, the Grantee is liable for all costs incurred by DBW in regaining physical possession of Equipment, during the term of the grant,

including but not limited to court costs, attorney fees, and delivery costs. If Equipment has been sold or destroyed before its useful life ends, Grantee shall repay DBW the cost of that Equipment or the price it was sold for, whichever is greater.

- g. Grantee assumes ownership of the Equipment upon expiration of the Grant Term, unless the Grantee defaults on any portion of the Agreement. Grantee continues to be responsible for maintenance after the expiration of the Grant Term. Grantee shall also continue to own the Equipment and use it for its intended use, for a minimum of five (5) years after expiration of the grant term and it shall be documented by the Grantee.

22. RECORDS. Without limitation of the requirement to maintain Project accounts in accordance with generally accepted accounting principles, the Grantee agrees to:

- a. Establish an official file of the Project which shall adequately document all significant actions relative to the Project;
- b. Establish separate accounts which will adequately and accurately depict all amounts received and expended on this Project, including all grant funds received under this Agreement;
- c. Establish separate accounts which will adequately depict all amounts received and which is attributable to the Project; especially including any income attributable to grant funds disbursed under this Agreement;
- d. Establish an accounting system which will adequately depict final total costs of the Project, including both direct and indirect; and
- e. If a Force Account is used by the Grantee for any phase of the Project, establish an account that documents all employee hours, and associated tasks charged to the Project per employee.

23. RELATED LITIGATION. Under no circumstance may a Grantee use funds from any disbursement under this Agreement to pay costs associated with any litigation the Grantee pursues against the DBW or any other party. Regardless of the outcome of any litigation, and notwithstanding any other provision in this Agreement, the Grantee agrees to complete the Project according to the provisions of this Agreement or to repay all of the grant funds plus interest.

24. RIGHTS OF DATA. The Grantee agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, audio and video recordings, notes, and other written or graphic work produced in the performance of this Agreement shall be in the public domain. The Grantee may disclose, disseminate and use in whole or in part, any final form data and information received, collected, and developed under this Agreement, subject to appropriate acknowledgement of credit to the California State Parks Division of Boating and Waterways for financial support. The Grantee shall not utilize the materials for any profit-making venture or sell or grant right to a third party who intend to do so.

- 25. STATE REVIEWS AND INDEMNIFICATION.** The parties agree that review and approval of Project applications, documents, permits, plans, and specifications or other Project information by the DBW is for administrative purposes only and does not relieve the Grantee of its responsibility to properly plan, design, construct, operate, maintain, implement, or otherwise carry-out the Project. To the extent permitted by law, the Grantee agrees to indemnify, defend and hold harmless the California State Parks Division of Boating and Waterways and the State against any loss or liability arising out of any claim or action brought against the California State Parks Division of Boating and Waterways and/or the State from and against any and all losses, claims, damages, liabilities, or expense, of every conceivable kind, character and nature whatsoever arising out of, resulting from, or in any way connected with (1) the Project or the conditions, occupancy, use, possession, conduct or management of, work done in or about, or the planning, design, acquisition, installation or construction, of the Project or any part thereof; (2) the carrying out of any of the transactions contemplated by this Agreement or any related document; (3) any violation of any applicable law, rule or regulation, any environmental law (including, without limitation, the Federal Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act, the California Hazardous Substance Account Act, the Federal Water Pollution Control Act, the Clean Air Act, the California Hazardous Waste Control Law and California Water Code § 13304, and any successors to said laws), rules or regulation or the release of any toxic substance on or near the System; or, (4) any untrue statement or alleged untrue statement of any material fact omission or alleged omission to state a material fact necessary to make the statements required to be stated therein, in light of the circumstances under which they were made, not misleading with respect to any information provided by the Grantee for use in any disclosure document utilized in connection with any of the transactions contemplated by this Agreement. To the fullest extent permitted by law, the Grantee agrees to pay and discharge any judgment or award entered or made against the DBW and/or State with respect to any such claim or action, and any settlement, compromise or other voluntary resolution. The provisions of this section shall survive the terms of this Agreement.
- 26. TERMINATION, IMMEDIATE REPAYMENT, INTEREST.** This Grant Agreement may be terminated by written notice at any time prior to completion of the Project, at the option of the DBW, upon violation by the Grantee of any material provision after such violation has been called to attention of the Grantee, and after failure of the Grantee to bring itself into compliance with the provisions of this Agreement within a reasonable time as established by the DBW but in no case shall such reasonable time be longer than 90 calendar days from the date that Grantee is notified of that violation by the DBW. In the event of termination, the Grantee agrees, upon demand, to immediately repay to the DBW an amount equal to the amount of the grant funds disbursed to the Grantee prior to such termination. In the event of termination, interest shall accrue as of the date of termination on all amounts due at the highest legal rate of interest from the date that notice of termination is mailed to the Grantee to the date of receipt of full repayment by the DBW from the Grantee.
- 27. TIMELINESS.** The Grantee shall proceed with and complete the Project in an expeditious manner within the grant term.
- 28. URBAN WATER MANAGEMENT PLAN.** The Grantee certifies that this Project complies with the Urban Management Planning Act (Water Code, §10610 et seq.). This shall constitute a condition precedent of this Agreement.
- 29. VENUE.** DBW and the Grantee hereby agree that any legal or enforcement action arising out of this Agreement shall be filed and maintained in the Superior Court in and for the County of

Sacramento, California, or in the United States District Court in and for the Eastern District of California. The Grantee hereby waives any existing sovereign immunity for the purposes of this Agreement.

30. **WAIVER AND RIGHTS OF DBW.** Any individual waiver of any obligations or rights with respect to a default or other matter arising under this Agreement at any time by either party shall not be considered a waiver of rights or obligations with respect to any other default or matter. Any rights and remedies of DBW provided for this Agreement are in addition to any other rights and remedies provided by law.
31. **WATER CONSERVATION AND EFFICIENCY PROGRAMS.** The Grantee acknowledges that it has appropriate water conservation and efficiency programs in place, and that the implementation of this provision constitutes a condition of the grant award. A web link to the California Water Action Plan that identifies examples of water conservation and efficiency approaches is available at http://resources.ca.gov/california_water_action_plan/.
32. **WITHHOLDING OF GRANT DISBURSEMENTS.** DBW may withhold all or any portion of the grant funds provided for by this Agreement in the event that the Grantee has materially violated, or threatens to materially violate, any term, provision, condition, or commitment of this Agreement; or if the Grantee fails to maintain reasonable progress toward completion of the Project.
33. **LOBBYING.** The Grantee shall not use Project funds to engage in lobbying the federal or state governments.
34. **ENVIRONMENTALLY SUSTAINABLE BUSINESS PRACTICES.** The Grantee and any contractors or subcontractors of Grantee shall incorporate, to every extent possible, environmentally sustainable business practices for all work funded by this Grant Agreement. Such practices include, but not limited to: green meeting principles (e.g., web-based meetings, mass transit options, carpooling, electronic materials, non-disposable supplies etc.) and conscientious used of paper (e.g., recycled content paper, double-sided printing for all deliverables [including those collected from sub-recipients], etc.). To the fullest extent possible, all water conservation practices shall be put in effect. When developing materials, the Grantee and any sub-recipients must consider waste reduction and recycled content.
35. **FEDERAL HOTEL AND MOTEL FIRE SAFETY ACT.** Any and all conferences, meetings, convention, or training spaces funded in whole or in part of this Agreement shall comply with the Federal Hotel and Motel Fire Safety Act of 1990.
36. **MAINTENANCE.** The Grantee shall assure that any construction, or improvement implemented and installed as part of this grant shall be properly maintained for the intended purpose during its life span. Operations include the administration, management, and performance of non-maintenance actions needed to keep the completed work safe and functioning as intended. Maintenance includes work to prevent deterioration of the installation. The condition applies to all sub-awarded funds in whole or in part with the grant funds disbursed hereunder. DBW retains the right to inspect a practice to ensure this condition is met, and to request a refund if it is not.
37. **LABOR.** The Grantee certifies that it, its employees, its sub-recipients and its sup-recipients' employees receiving any funds pursuant to this Agreement, shall not engage in severe forms of

trafficking in persons during the term of this Agreement; procure a commercial sex act during the terms of this Agreement; or use forced labor in the performance of this Agreement or any subcontracts awarded pursuant to this Agreement.

38. **ACORN.** The Grantee certifies that it is not a subsidiary of the Association of Community Organization for Reform Now (ACORN). The Grantee further certifies that no funds provided pursuant to this Agreement may be used for sub-awards, sub-grants, and/contracts to ACORN or any of its subsidiaries. The Grantee acknowledges that this condition is a material condition of this Agreement. Any violation of this paragraph shall result in termination of this Agreement and the Grantee shall repay any and all funds disbursed hereunder.
39. **CIVIL RIGHTS.** The Grantee shall comply with all applicable civil rights statutes and regulations including; Title VI of the Civil Right Act of 1964; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title IX of the Education Amendments of 1972; and a Drug-Free Workplace requirements of the Government Code Section 8350 et seq.; National Labor Relations Board Certification of Public Contract Code, Section 10296; Worker's Compensation requirement of Labor Code, Section 3700; and American's Disabilities Act regulations issued pursuant to 42 U.S.C., Section 12101.
40. **ACCOMMODATING PERSONS WITH DISABILITIES.** Any electronic and information technology systems or products funded through this Grant Agreement must include usability features or functions that accommodate the needs of persons with disabilities (including those who use assistive technology).

**EXHIBIT B – ATTACHMENT 1
TASK BUDGET**

Task Budget

1. Task and Budget (1)

Task No: 1 **Task Title:** Purchase and place boulders at targeted locations to prevent unauthorized lake access

List the # of Personnel and Personnel Types

Applicant - Personnel	Hours	Salary (\$/hour)	Total Cost (\$)	DBW QZ Grant Funding (\$)
Total Personnel Expenses				

Applicant Expenses	Total Cost (\$)	DBW QZ Grant Funding (\$)
Materials / Supplies 1 (Field) (Purchase and deliver boulders)	20,000.00	20,000.00
Materials / Supplies 2 (Office) (Not applicable)	0.00	0.00
Equipment (Not applicable)	0.00	0.00
Travel	0.00	0.00
Total Applicant Expenses	20,000.00	20,000.00

Professional Services - Consulting	Hours	Salary (\$/hour)	Total Cost (\$)	DBW QZ Grant Funding (\$)
Total Professional Services - Consulting				

Professional Services - Consulting Expenses	Total Cost (\$)	DBW QZ Grant Funding (\$)
Materials / Supplies 1 (Field)		
Materials / Supplies 2 (Office)		
Equipment		
Travel		
Total Professional Services - Consulting Expenses		

Task Cost Summary	Total Cost (\$)	DBW QZ Grant Funding (\$)
Applicant - Personnel	0.00	0.00
Applicant Expenses	20,000.00	20,000.00
Professional Services - Consulting	0.00	0.00
Professional Services - Consulting Expenses	0.00	0.00
Task Total (\$)	20,000.00	20,000.00

1. Task and Budget (2)

Task No: 2 **Task Title:** Purchase Prevention Plan/Inspection Supplies

**EXHIBIT B – ATTACHMENT 1
TASK BUDGET**

List the # of Personnel and Personnel Types

Applicant - Personnel	Hours	Salary (\$/hour)	Total Cost (\$)	DBW QZ Grant Funding (\$)
Total Personnel Expenses				

Applicant Expenses	Total Cost (\$)	DBW QZ Grant Funding (\$)
Materials / Supplies 1 (Field) (Inspection Stickers, Electronic Key Cards for Boat Launch Access, and Boat to Tr)	3,700.00	3,700.00
Materials / Supplies 2 (Office)		
Equipment		
Travel		
Total Applicant Expenses	3,700.00	3,700.00

Professional Services - Consulting	Hours	Salary (\$/hour)	Total Cost (\$)	DBW QZ Grant Funding (\$)
Total Professional Services - Consulting				

Professional Services - Consulting Expenses	Total Cost (\$)	DBW QZ Grant Funding (\$)
Materials / Supplies 1 (Field)		
Materials / Supplies 2 (Office)		
Equipment		
Travel		
Total Professional Services - Consulting Expenses		

Task Cost Summary	Total Cost (\$)	DBW QZ Grant Funding (\$)
Applicant - Personnel	0.00	0.00
Applicant Expenses	3,700.00	3,700.00
Professional Services - Consulting	0.00	0.00
Professional Services - Consulting Expenses	0.00	0.00
Task Total (\$)	3,700.00	3,700.00

1. Task and Budget (3)

Task No: 3 **Task Title:** Prepare Draft and Final Reports

List the # of Personnel and Personnel Types

Applicant - Personnel	Hours	Salary (\$/hour)	Total Cost (\$)	DBW QZ Grant Funding (\$)
Produce draft and final reports	6.00	50.00	300.00	300.00
Total Personnel Expenses			300.00	300.00

**EXHIBIT B – ATTACHMENT 1
TASK BUDGET**

Applicant Expenses	Total Cost (\$)	DBW QZ Grant Funding (\$)
Materials / Supplies 1 (Field)		
Materials / Supplies 2 (Office)		
Equipment		
Travel		
Total Applicant Expenses		

Professional Services - Consulting	Hours	Salary (\$/hour)	Total Cost (\$)	DBW QZ Grant Funding (\$)
Total Professional Services - Consulting				

Professional Services - Consulting Expenses	Total Cost (\$)	DBW QZ Grant Funding (\$)
Materials / Supplies 1 (Field)		
Materials / Supplies 2 (Office)		
Equipment		
Travel		
Total Professional Services - Consulting Expenses		

Task Cost Summary	Total Cost (\$)	DBW QZ Grant Funding (\$)
Applicant - Personnel	300.00	300.00
Applicant Expenses	0.00	0.00
Professional Services - Consulting	0.00	0.00
Professional Services - Consulting Expenses	0.00	0.00
Task Total (\$)	300.00	300.00

2. Task and Budget Summary

Task #	Task Title	Total Cost (\$)	DBW QZ Grant Funding (\$)
1	Purchase and place boulders at targeted locations to prevent unauthorized lake access	20,000.00	20,000.00
2	Purchase Prevention Plan/Inspection Supplies	3,700.00	3,700.00
3	Prepare Draft and Final Reports	300.00	300.00
	TOTAL TASK SUMMARY (\$)	24,000.00	24,000.00

**EXHIBIT B -- ATTACHMENT 2
LINE ITEM BUDGET**

Line Item Budget

FOR OFFICE USE ONLY:							APP # 704438
			Version #				
Line Item		Qty	Rate	UOM	Total	DBW QZ Grant Funding	
Program Expenses							
1 Personnel (Applicant)							
Administrative Staff		6.0000	50.0000	HRS	300.00	300.00	
Total Program Expenses					300.00	300.00	
Planning / Design / Engineering / Enviro							
1 Materials / Supplies (Applicant)							
Materials / Supplies (Field)-Boulders		0.0000	0.0000		20,000.00	20,000.00	
Materials / Supplies (Field)-Inspection Stickers		0.0000	0.0000		1,400.00	1,400.00	
Materials / Supplies (Field)-Boat to Trailer Bands		0.0000	0.0000		1,200.00	1,200.00	
Materials / Supplies (Field)-Electronic Key Cards for boat launch acc		0.0000	0.0000		1,100.00	1,100.00	
Total for Materials / Supplies (Applicant)					23,700.00	23,700.00	
2 Equipment (Applicant)							
3 Travel (Applicant)							
4 Other Expenses (Applicant)							
Total Planning / Design / Engineering / Enviro					23,700.00	23,700.00	
Construction / Implementation							
1 Personnel - Professional (Consultant / Contractor)							
2 Materials / Supplies (Consultant / Contractor)							
3 Equipment (Consultant / Contractor)							
4 Travel (Consultant / Contractor)							

**EXHIBIT B – ATTACHMENT 2
LINE ITEM BUDGET**

Line Item	Qty	Rate	UOM	Total	DBW QZ Grant Funding
5 Other Expenses (Consultant / Contractor)					
Environmental Compliance / Mitigation /					
1 Personnel - Construction					
2 Materials / Supplies (Construction)					
3 Equipment (Construction)					
4 Travel (Construction)					
5 Other Expenses (Construction)					
Total Environmental Compliance / Mitigation /				0.00	0.00
TOTAL EXPENDITURES				24,000.00	24,000.00

**EXHIBIT B – ATTACHMENT 2
LINE ITEM BUDGET**

Category	Total	DBW QZ Grant Funding	Narrative
Program Expenses			
1 Personnel (Applicant)	300.00	300.00	
Total Program Expenses	300.00	300.00	
Planning / Design / Engineering / Enviro			
1 Materials / Supplies (Applicant)	23,700.00	23,700.00	
2 Equipment (Applicant)	0.00	0.00	
3 Travel (Applicant)	0.00	0.00	
4 Other Expenses (Applicant)	0.00	0.00	
Total Planning / Design / Engineering / Enviro	23,700.00	23,700.00	
Construction / Implementation			
1 Personnel - Professional (Consultant / Contractor)	0.00	0.00	
2 Materials / Supplies (Consultant / Contractor)	0.00	0.00	
3 Equipment (Consultant / Contractor)	0.00	0.00	
4 Travel (Consultant / Contractor)	0.00	0.00	
5 Other Expenses (Consultant / Contractor)	0.00	0.00	
Environmental Compliance / Mitigation /			
1 Personnel - Construction	0.00	0.00	
2 Materials / Supplies (Construction)	0.00	0.00	
3 Equipment (Construction)	0.00	0.00	
4 Travel (Construction)	0.00	0.00	
5 Other Expenses (Construction)	0.00	0.00	
Total Environmental Compliance / Mitigation /	0.00	0.00	

**EXHIBIT B – ATTACHMENT 2
LINE ITEM BUDGET**

	Category	Total	DBW QZ Grant Funding	Narrative
TOTAL EXPENDITURES		24,000.00	24,000.00	



HUMBOLDT BAY MUNICIPAL WATER DISTRICT

828 SEVENTH STREET, PO Box 95 • EUREKA, CALIFORNIA 95502-0095

OFFICE 707-443-5018 ESSEX 707-822-2918

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Website: www.hbmwd.com

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GENERAL MANAGER
JOHN FRIEDENBACH

September 25, 2020

Division of Safety of Dams
Attn: Ms. Sharon K. Tapia, Chief
P.O. Box 942836
Sacramento, CA 94236-0001

Re: R. W. Matthews Dam (State Dam No. 1013) CAS Failure Inundation Modeling

Dear Ms. Tapia,

In accordance with your July 14, 2020 letter regarding CAS Failure Inundation Mapping for our R.W. Matthews Dam, we are enclosing critical appurtenant structure (CAS) spillway failure only inundation maps. We believe these maps are in conformance with Water Code Title 23, Division 2, Chapter 1, Article 6 of the California Code of Regulations. Kindly review our submittal and notify us of your approval.

If you have any questions or need any additional information, please do not hesitate to contact us.

Respectfully,

John Friedenbach
General Manager

Cc: Kristen Martin, DWR
Brad Peterson, Condor Earth

DEPARTMENT OF WATER RESOURCES

1416 NINTH STREET, P.O. BOX 942836
SACRAMENTO, CA 94236-0001
(916) 653-5791



July 14, 2020

Mr. John Friedenbach, General Manager
Humboldt Bay Municipal Water District
828 Seventh Street
Eureka, California 95502

H.B.M.W.D. JUL 20 2020

Robert W. Matthews Dam, No. 1013
Trinity County

Dear Mr. Friedenbach:

The Division of Safety of Dams (DSOD) has reviewed the inundation map dated May 15, 2019, and GHD consultant's letter dated March 6, 2020, submitted with your letter dated March 30, 2020, for Robert W. Matthews Dam. The inundation map submitted for the spillway failure only shows a sunny day failure of the dam as you assert that a spillway failure would cause the progressive failure of the dam. Your letter states that a separate inundation map showing the failure of the spillway only would create an unreasonable financial burden with no tangible benefit to enhance the District's dam safety program.

The spillway at this dam is considered a critical appurtenant structure (CAS) per section 6002.5 of the California Water Code (Water Code) because it impounds over 5,000 ac-ft of water. Section 6161 of the Water Code requires that dam owners prepare inundation maps for state jurisdictional dams and all CAS, except for dams that are classified as "Low" hazard.

DSOD has the responsibility to ensure that every dam owner produces inundation maps that meet the requirements and intent of the law in the Water Code and Title 23, Division 2, Chapter 1, Article 6 of the California Code of Regulations (CCRs). Both the Water Code and the CCRs require the modeling of separate failure scenarios unique to the dam and its CAS and for the results to be used to prepare inundation maps. Neither source allows for progressive failure scenarios or their likelihood to be considered in determining the number of inundation maps required.

After a thorough review of the submitted materials, DSOD has determined that the submitted inundation map does not meet the requirements in the Water Code and CCRs. You are required to submit a separate inundation map for the spillway failure only, which does not include the failure of the dam, and a technical study prepared in accordance with Article 6 of the CCRs.

Though the spillway inundation map must show the failure of the spillway only, it would be beneficial to provide emergency managers with information about the potential failure mechanisms of the spillway as it could affect decisions related to emergency response planning. We recommend that this information be provided in your emergency action plan (EAP) that also contains approved inundation maps and is exercised regularly with local emergency management agencies.

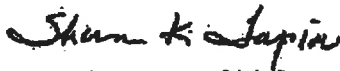
Mr. Friedenbach
July 14, 2020
Page 2

Please note that the hazard classification of Robert W. Matthews Dam is "High" and its EAP must be completed expeditiously, since the due date of January 1, 2019, for submitting the EAP to the California Governor's Office of Emergency Services (Cal OES) has passed. We recommend initiating EAP preparation per section 6161(b) of the Water Code using the draft inundation maps and updating the EAP as necessary when the map is approved.

Please submit your spillway inundation map and technical study in conformance with the requirements in the statutes and regulations as soon as possible for DSOD's review and approval. If the inundation map and technical report cannot be submitted at this time, then a plan and schedule must be submitted by August 31, 2020, for DSOD's approval.

If you have any questions or need additional information, you may contact Dam Safety Engineer Kristen Martin at (916) 565-7877 or Project Engineer Vojislav Cvijanovic at (916) 565-7875.

Sincerely,



Sharon K. Tapia, Chief
Division of Safety of Dams

cc: Mr. José Lara
Dam Safety Planning Division
California Governor's Office of Emergency Services
3650 Schriever Avenue
Mather, California 95655

Mr. Frank Blackett, P.E., Regional Engineer
Federal Energy Regulatory Commission
100 First Street, Suite 2300
San Francisco, California 94105

CONTINUING BUSINESS

HUMBOLDT BAY MUNICIPAL WATER DISTRICT

To: Board of Directors
From: John Friedenbach
Date: October 2, 2020
Subject: Water Resource Planning (WRP) – Status Report

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The purpose of this memo is to summarize recent activities and introduce next steps for discussion.

1) Top-Tier Water Use Options

a) Local Sales

Nordic Aquafarms – no update.

Trinidad Rancheria – staff and counsel are working on a preliminary draft expense reimbursement agreement.

b) Transport

No update.

c) Instream Flow Dedication

Staff is working to set a meeting date with the Water Board staff in Sacramento to present our draft project narrative.

HUMBOLDT BAY MUNICIPAL WATER DISTRICT

MAINLINE EXTENSION AGREEMENT

THIS MAIN LINE EXTENSION AGREEMENT (“Agreement”) is entered into as of _____, 2020, by and between the HUMBOLDT BAY MUNICIPAL WATER DISTRICT (“District”), a California public entity, and the CHER-AE HEIGHTS INDIAN COMMUNITY OF THE TRINIDAD RANCHERIA (“Tribe”), a federally recognized Indian Tribe. The District and Tribe may be referred to individually as a “Party” or collectively as the “Parties”.

RECITALS

- 1. WHEREAS, the District is a duly formed and existing Municipal Water District, formed pursuant to Division 2 of the California Water Code and providing municipal water services to parcels within its sphere of influence and District boundaries.**
- 2. WHEREAS, the Tribe is a federally recognized Indian tribe eligible for the special programs and services provided by the United States to Indians and possessing inherent powers of self-government.**
- 3. WHEREAS, the United States government holds lands in the State of California in trust for the benefit of the Tribe over which the Tribe exercises jurisdiction and possesses sovereign governmental powers (“Tribe’s Lands”).**
- 4. WHEREAS, the Tribe intends to develop its Comprehensive Plan on the Tribe’s Lands (“Project”) located south of the City of Trinidad, which is located outside the District’s boundaries and sphere of influence.**
- 5. WHEREAS, the Tribe has requested that District provide water service to the Project, which will necessitate an extension of the District’s water main from _____ to the _____.**
- 6. WHEREAS, the District has determined that it has available water supply a to provide water service to the Project, subject to the Tribe’s installation and construction of certain system improvements and other terms and conditions as provided by this Agreement.**

AGREEMENT

NOW, THEREFORE, in consideration of the hereinafter mutual promises and covenants, and for other good and valuable consideration as set forth herein, the receipt and sufficiency of which are expressly acknowledged, the District and the Tribe agree as follows.

Section 1. Effective Date. This Agreement shall become effective on date fully executed by the parties. Each party warrants and represents to the other that the person executing this Agreement has

the full authority and capacity to execute this Agreement and bind the respective party to the terms hereof.

Section 2. Regulatory Approvals.

2.1 Regulatory Approvals. The District shall have no obligation under this Agreement unless and until each of the following are satisfied in full by the Tribe (collectively, the “Regulatory Approvals”)

2.1.1 Local Area Formation Commission Approval. The Tribe understands and agrees that the District shall have no obligation under this Agreement unless and until the extra territorial extension of water service contemplated hereunder is approved by the Humboldt Local Area Formation Commission (“LAFCo”). The Tribe acknowledges that LAFCo may condition its approval of the extra territorial extension of water service contemplated hereunder upon the performance of certain actions, including, but not limited to, review under the California Environmental Quality Act (“CEQA”).

2.1.2 County Approval. The Tribe understands and agrees that the District shall have no obligation under this Agreement unless and until the extra territorial extension of water service and the improvements contemplated hereunder are approved by the County of Humboldt (“County”) as reflected in a final Coastal Development Permit or other final permit as may be required by the County. The Tribe acknowledges that the County may condition its approval of the extra territorial extension of water service and the improvements contemplated hereunder upon the performance of certain actions, including but not limited to review under the California Environmental Quality Act (“CEQA”).

2.1.3 State Water Board Approval. The Tribe understands and agrees that the District shall have no obligation under this Agreement unless and until this Agreement and the extra territorial extension of water service contemplated hereunder are approved by the State Water Board.

2.1.4 Bureau of Indian Affairs Approval. To the extent required by law, the Tribe shall obtain any and all approvals from the Bureau of Indian Affairs that may be required by law, including approval of any easements or other property rights across the Tribe’s Land.

2.2 Regulatory and Approval Costs. The Tribe shall pay, either directly or by way of reimbursement to the District, any and all application, processing, or other costs imposed by any government entities having jurisdiction or approval authority over the Project. Without limiting the generality of the foregoing, the Tribe shall be responsible for any costs associated with environmental review under applicable laws, including CEQA. In the event the District pays any such costs, the Tribe shall reimburse the District within fifteen (15) days of a written demand by the District. The Tribe’s obligation under this sub-section applies regardless of whether the regulatory agency approves or denies the application.

Section 3. Cost Recovery.

3.1. For District Services. Upon execution of this Agreement, the Tribe agrees to advance to District a deposit in the amount of Ten Thousand dollars (\$ 10,000.00) to fund the District engineering, legal and administrative services in connection with District's study and investigation of water service to the Project, plan review, inspection of construction, testing of improvements, and other costs incurred by District in the performance of its duties under this Agreement and otherwise in connection with extending and providing water, sewer, drainage, and recycled water facilities and service to the Project. District will draw on this deposit to pay or reimburse periodic invoices from the District consultants and to reimburse District for the cost of District staff time and materials. If, before acceptance of the Work, the deposit becomes depleted or 20% or less of the deposit remains, District reserves the right to require additional deposits to cover additional anticipated District costs. If any requested deposit or payment is not timely made, District may so notify the Tribe and it will have ten days to cure the default. If deposit or payment has not been made within the ten-day period or if the funds become depleted, then District will suspend all services in connection with the Work pending receipt of the deposit or payment. If the deposit or payment remains unpaid, then District may terminate this Agreement. District will refund to the Tribe any deposit remaining upon termination of the Agreement without interest. District shall deposit the Tribe's deposits into a special fund for the purpose of paying and reimbursing District costs. Any Tribe deposit remaining upon completion and acceptance of the Work will be refunded without interest to the Tribe. If the final total District costs exceed the amount of the deposit(s), the Tribe must pay the difference upon demand and before the District accepts the Work.

3.2 District Fees. All District development-related fees for each Project building and structure are due and payable at the then-prevailing rate at the time water permits are requested for the Project.

Section 4. Plans and Specifications. The Tribe, at its sole costs and expense, in consultation with District and the District engineer, will design and prepare detailed plans, specifications and drawings for the construction of the on-site improvements and off-site improvements necessary to extend and provide water service to the Project, and will submit them to District for approval. The plans, specifications and drawings must comply with all District ordinances, resolutions, rules, regulations, policies, standards and specifications, as well as all other federal, state and local standards and requirements, whichever are most stringent. The plans, specifications, and drawings, when approved in writing by District and its engineer, will become a part of this Agreement. The water improvements as described on the approved plans, specifications and drawings will be referred to as the "Work." The Tribe may modify the plans, specifications and drawings for the Work prior to or during the course of construction, provided that any modification is approved in advance and in writing by District.

Section 5. Construction of Work.

5.1. Construction by the Tribe. The Tribe, at its sole cost and expense, shall furnish, construct and install the Work, and, where necessary, pay the cost of acquiring land or rights-of-way necessary for the construction and installation of the Work. The construction and materials must be in accordance with the provisions of this Agreement; the approved plans, specifications and drawings;

District Code, ordinances, resolutions, rules, regulations, policies, standards and specifications; other federal, state and local statutes, regulations, ordinances, codes and other requirements; and standard construction practices.

5.2. Materials. Prior to commencing construction of any portion of the Work, the Tribe or its contractor must submit to District a written list of materials, in a form acceptable to District, showing the particular manufacturer and specifications of all materials proposed to be installed by the Tribe. The District will either disapprove with reasons or approve the list of materials. Only materials approved in advance by District may be installed on the Work.

5.3 Licensed Contractor. The contractor constructing and installing the Work (the "Contractor") must be licensed pursuant to the California Business and Professions Code to do the Work. No construction can be performed on the Work except by a licensed Contractor approved by District. District may request evidence of qualifications that the Contractor has satisfactorily constructed other projects of like kind and magnitude and comparable difficulty. To the extent required by law, the Tribe and its Contractor, and any contract entered into by the Tribe and its Contractor, must comply with California Labor Code provisions concerning payment of prevailing wage rates, penalties, employment of apprentices, hours of work and overtime, keeping and retention of payroll records, and other requirements applicable to public works projects within the meaning of the Labor Code.

5.4 Performance Bond. Prior to commencement of construction of any portion of the Work by the Tribe's Contractor, the Tribe must provide District with a faithful performance bond in a sum equal to no less than 100% of the estimated cost of the Work to be constructed in public or private streets or rights-of-way or on public property. The Performance Bond will be for the purpose of insuring the proper and timely completion of the Work. In the event of the failure of the Tribe to complete the Work covered by the Performance Bond and District completes construction of the Work or any portion of it, the Tribe and its surety under the Performance Bond will be jointly and severally liable to District for the costs of completion, including, but not limited to, management and administrative costs, and engineering, legal and other costs incurred relating to the completion. District will bill the Tribe and the surety for the costs, which bill must be paid within thirty days of its date. Interest will accrue on any late payment at the legal rate then prevailing.

5.5 Time for Performance. The Tribe agrees to commence construction of the Work within six months from the date of receipt of all Regulatory Approvals, and it will complete construction of the Work within five (5) years from the date of commencement. Time is of the essence of this Agreement. Upon a showing of good cause by the Tribe, District may extend these deadlines. Any extension granted by District may be done without notice to any of the Tribe's sureties, and the extension will not relieve any surety's liability. District also may condition the granting of any extension by requiring acceptable new or amended faithful performance guarantee. If construction of the Work has not been completed and accepted by District within these deadlines, and any extensions, then District may terminate this Agreement at any time thereafter by giving written notice of termination to the Tribe. The Tribe must give District at least forty eight (48) hours advance notice of the commencement of construction and

installation of the Work. Any construction performed without notice to and inspection by District will be subject to rejection.

5.6 Inspections. District, may, at its option, inspect and test all or part of the construction or material being used in construction of the Work and the Tribe will provide reasonable assistance in performing all inspection and testing. The inspection and testing of the Work will not relieve the Tribe of its obligation to construct the Work in accordance with the approved plans, specifications and drawings. If all or any portion of the Work, or any materials used in connection with the Work, are found to be defective, substandard or nonconforming, then the Tribe must replace, repair or otherwise remedy the Work to the satisfaction of District, notwithstanding that the Work and materials may have been previously overlooked or inspected by District. The Tribe must pay for the costs of inspection and testing by District and District's engineer.

5.7 Final Inspection. Upon completion of construction of the Work (or any portion of the Work), the Tribe agrees to notify District and request a final inspection of the Work. District will inspect and test the Work to determine whether it meets the requirements of this Agreement. District will not accept any Work that does not satisfy District inspection and testing requirements. Pursuant to section 4.6, above, the Tribe must pay the costs of inspections and tests by District and District's engineer. The Tribe also will be responsible for all costs incurred in the testing of the Work as needed or required by other governmental agencies having jurisdiction.

5.8 Termination Prior to Construction. Notwithstanding anything in this Agreement to the contrary, the Tribe may terminate this Agreement at any time prior to commencement of construction of any portion of the Work by giving written notice to District. After commencement of Work, the Tribe may terminate this Agreement only with the written consent of District, which consent may be given subject to reasonable conditions as necessary or appropriate to protect the public health, safety, aesthetics or welfare.

Section 6. Permits, Licenses, and Easements. The Tribe must obtain, maintain and comply with all federal, state, county and other permits, licenses, approvals, and entitlements, including encroachment permits, that are necessary or appropriate for the Work. The Tribe must give all notices required by and comply with all federal, state, county and other laws, statutes, regulations, codes, ordinances, rules, regulations and policies relating to the construction of the Work. The Tribe agrees to obtain all real property and permanent and temporary easements of a width as determined by District to be necessary for the Work and for ingress and egress to and from the facilities for the purpose of construction, installation, operation, maintenance, repair, removal, replacement and improvement of the Work facilities. All completed Work-related grant deeds, easements and bills of sale must be in a form approved by District.

Section 7. Transfer of Property and Easements. For purposes of this Agreement, the "District Owned Improvements" means all the Work excluding the "private water line" beyond (upstream from) the water meter, meter stop and meter box. After District has finally inspected and approved the Work

and as a condition precedent to District's acceptance of the Work, the Tribe must deliver conveyance documents (e.g., deeds, easements, bills of sale) satisfactory in form and content as necessary and appropriate to transfer absolute and unencumbered ownership of the completed District-Owned Improvements to District. Title to the District-Owned Improvements and the interests in real property transferred must be good, clear and marketable title and free and clear of all encumbrances, liens or charges. The Tribe will obtain and pay any costs of title insurance deemed necessary by District. With or without separate conveyance documents, all right, title and interest of the Tribe in and to the completed District-Owned Improvements shall transfer to District upon District's written notice of acceptance of Work.

Section 8. Maintenance

8.1. Prior to District's acceptance of the work, the Tribe must provide District with a maintenance bond in a sum equal to 50% of the cost of the District-Owned Improvements to be transferred to District. The Maintenance Bond is for the purpose of warranting all materials and workmanship furnished pursuant to this Agreement for one year from the date of District's notice of acceptance of the Work.

8.2. The Tribe and/or its surety under the Maintenance Bond must repair or replace to the satisfaction of District all or any portion of the Work that may prove defective in workmanship or materials, ordinary wear and tear excepted, together with any other Work or facilities which may be damaged or displaced in so doing.

8.3. In the event of failure to comply with the above-stated conditions within a reasonable time, District is authorized to have the defect repaired and made good. The Tribe and its surety under the Maintenance Bond will be jointly and severally liable to District for the costs of repair, including, but not limited to, management and administrative costs, and engineering, legal and other costs incurred relating to the repair. District will bill the Tribe and the surety for the costs, which bill must be paid within 30 days of its date. Interest will accrue on any late payment at the legal rate then prevailing.

Section 9. Tribe Assistance. The Tribe, both before and after District's acceptance of the Work, will cooperate with District and secure and provide any information, documents or data reasonably requested by District to accept the ownership, operation and maintenance of the Work and implement the transfer of the Work.

Section 10. Ownership and Operation and Maintenance Responsibilities. After acceptance of the Work by the District Board of Directors, the District-Owned Improvements shall become the property of District on the date that the Work is accepted by District Board. Upon such date, the Tribe will be deemed to have conveyed and transferred all of its right, title and interest in and to the completed District-Owned Improvements to District. District thereafter will own and be free in every respect to operate, maintain, repair, replace, manage, expand, and improve the District-Owned Improvements, as it deems appropriate. District assumes no obligation as to operation and maintenance of the District-

Owned Improvements until such time as it accepts the Work. After District's acceptance of the Work, the Tribe or the successor landowner will continue to own and be responsible for the operation, maintenance, repair and replacement of the portion of the Work not conveyed to District (i.e., the private water line).

Section 11. Risk of Loss. Until the date of District's acceptance of the Work, all risk of loss or injury, damage or destruction to the Work shall be upon the Tribe. After the date of the District's acceptance, and except as provided by the Maintenance Bond and any applicable insurance or indemnification obligation, all risk of loss or injury or destruction to the District-Owned Improvements shall be upon District.

Section 12. Water Service. After District gives its notice of acceptance of the Work, it will provide water service to the Project. All District utility service will be provided in accordance with District ordinances, resolutions, regulations, rules, policies, and rates and charges, as the same may be amended from time to time. The Tribe shall not, nor shall it allow any person to, use or commence operation of any part of the Work prior to the notice of acceptance of the Work by District, except for construction and testing purposes, without the express written consent of District. District's water service obligation under this Agreement will not exceed the scope of the Project described on Exhibit A *[We should include flow and capacity limitations on an Exhibit A. This exhibit should include language re: disclaimed of fire suppression or any minimum flow rate.]* of this Agreement.

Section 13. Indemnification and Hold Harmless.

13.1 In General. The Tribe agrees to indemnify, protect, defend and hold harmless District and its officers, employees, engineers, and agents, from any and all claims, demands or charges and from any loss or liability, including all costs, expenses, attorney's fees, litigation costs, penalties, and other fees arising out of or in any way connected with the construction of the Work or the performance or failure to perform under this Agreement by the Tribe or its officers, employees, contractors, subcontractors or agents. The parties agree and acknowledge that the Tribe's duties under this section extend to claims, lawsuits and liability of or against District resulting from the alleged failure to comply with any provision of California Labor Code division 2, part 7, chapter 1 (sections 1720-1861) in connection with the construction of the Work by the Tribe's contractor.

13.2 Regulatory Approval Claims. In the event any claim, action, or proceeding is instituted against the District, and/or its officers, agents and employees, by any third party on account of the processing or approval of the Agreement or the extension of water service to the Project (including but not limited to any alleged defect in any environmental review and mitigation), the Tribe shall defend, indemnify and hold harmless the District, and/or its officers, agents and employees. This obligation is limited to, the payment of all costs of defense, any amounts awarded by the Court by way of damages or otherwise, including any attorney fees and court costs. District may elect to participate in such litigation at its sole discretion and at its sole expense. As an alternative to defending any such action, the Tribe may terminate this Agreement by written notice to the District.

Section 14. Insurance.

14.1. The Tribe or its Contractor at their sole cost and expense must procure and maintain for the duration of this Agreement the following types and limits of insurance:

Type	Limits No Less Than:
Commercial general liability	\$5,000,000/occurrence
Automobile liability	\$5,000,000/accident for bodily injury and property damage
Worker's compensation	Statutory limits
Professional liability	\$2,000,000 per occurrence or claim; \$2,000,000 policy aggregate

14.2. The general and automobile liability policy(ies) must be endorsed with Additional Insured Status: naming the District, its directors, officers, employees and authorized volunteers are to be given insured status(at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 10 01 and CG 20 37 10 01), with respect to liability arising out of work or operations performed by or on behalf of the Tribe including materials, parts, or equipment furnished in connection with such work or operation The Tribe's coverage will be primary and will apply separately to each insurer subject to a claim or lawsuit, except with respect to the limits of the insurer's liability. District's insurance, if any, will be excess and shall not contribute with the Tribe's insurance.

14.2 Builder's Risk – (Course of Construction) insurance utilizing an "All Risk" (Special Perils) coverage form with limits equal to the completed value of the project and no coinsurance penalty provision shall be required.

14.4 Insurance must be placed with insurers with a current A.M. Best's rating of A:VII or better unless otherwise acceptable to District.

14.5 The Tribe or its Contractor shall require and verify that all subcontractors maintain insurance meeting all requirements stated herein and the Tribe or its Contractor will ensure that District is an additional insured on insurance required from subcontractors.

14.6 Prior to commencing the Work, the Tribe must provide to District the following proof of insurance: (a) certificate(s) of insurance on ACORD Form 25-S (or insurer's equivalent) evidencing the required insurance coverages; and (b) endorsement(s) as stated in subsection 14.2 above, signed by a person authorized to bind coverage on behalf the insurer(s), certifying the additional insured coverages.

Section 15. Limited Waiver of Sovereign Immunity.

15.1 For purposes of actions based on disputes between the District and the Tribe that arise under or are related to this Agreement, the Work, or operations performed under this Agreement and the enforcement of any judgment or award resulting therefrom, the Tribe expressly and irrevocably grants this limited waiver or its right to assert sovereign immunity from suit and enforcement and execution of any ensuing judgment or award and consents to be sued in the Superior Court of the State of California in and for the County of Humboldt. All actions brought pursuant to this limited waiver shall be brought in the Superior Court of California in and for the County of Humboldt, and no other court. No action shall be brought in court pursuant to this limited waiver prior to the observance and implementation of the Dispute Resolution provisions of Section 16 of this Agreement. This limited waiver of sovereign immunity is limited solely to disputes arising under this Agreement and does not apply to any other matter, party or dispute. This limited waiver is further limited solely to claims for injunctive relief, specific performance, declaratory relief, and actual damages.

15.2 The waivers and consents to jurisdiction expressly provided for under this section shall extend to all civil actions authorized by this Agreement, including, but not limited to, actions to compel any proceeding herein, any action to enforce or execute on any judgment rendered in any such proceedings, and any appellate proceeding emanating from any such proceedings. The Tribe does hereby unconditionally waive any claim or defense of exhaustion of tribal administrative or judicial remedies.

15.3 Prior to the effective date of this Agreement, the Tribe shall adopt, and at all times hereinafter shall maintain in continuous force, an ordinance or resolution, in accordance with tribal law, that expressly waives its sovereign immunity as stated in this Section 15, and authorizes the Tribal Chairman, or other tribal member or entity authorized by tribal law to waive sovereign immunity, to sign a waiver of sovereign immunity, which waiver shall be irrevocable and binding on the Tribe for the term of this Agreement.

Section 16. Dispute Resolution. In recognition of the government-to-government relationship of the Tribe and the District, the Parties shall make their best efforts to resolve disputes that arise under this Agreement by good faith negotiations whenever possible. Therefore, except for the right of either party to seek injunctive relief against the other when circumstances are deemed to require immediate relief, the Tribe and the District shall seek to resolve disputes by first meeting and conferring in good faith in order to foster a spirit of cooperation and efficiency in the administration and monitoring of the performance and compliance of the terms, provisions, and conditions of this Agreement, as follows:

- (a) Either party shall give the other, as soon as possible after the event giving rise to the concern, a written notice setting forth the facts giving rise to the dispute and with specificity, the issues to be resolved.
- (b) The other party shall respond in writing to the facts and issues set forth in the notice within fifteen (15) calendar days of receipt of the notice, unless both parties agree in writing to an extension of time.

- c) The parties shall meet and confer in good faith by telephone or in person in an attempt to resolve the dispute through negotiation within thirty (30) calendar days after receipt of the notice set forth in subdivision (a), unless both parties agree in writing to an extension of time.
- d) Disputes that are not otherwise resolved, may be resolved in the Superior Court of California in and for the County of Humboldt.

Section 17. Notices.

All notices required or provided for under this Agreement shall be in writing and delivered in person or sent by certified mail, postage prepaid, return receipt requested, to the principal offices of the District and Tribe. Notice shall be effective on the date delivered in person, or on the date when the postal authorities indicated that the mailing was delivered to the address of the receiving party indicated below:

Notice to the District: Humboldt Bay Municipal Water District
 Attn: District General Manager
 828 7th St, Eureka, CA 95501

With courtesy copy to: friedenbach@hbmwd.com

Notice to the Tribe: Cher-Ae Heights Indian Community Of The Trinidad
 Rancheria
 Attn: _____

Such written notices, demands, correspondence and communications may be sent in the same manner to such other persons and addresses as either the District and/or Tribe may from time to time designate by mail as provided in this section. The District and/or Tribe may change its address by giving notice in writing to other party and thereafter notices shall be delivered or sent to such new address.

Section 18. No Third Party Beneficiaries. Nothing in this Agreement, whether express or implied, shall be construed to give any person, other than the parties hereto, any legal or equitable right, remedy, claim or benefit under or in respect of this Agreement, or any provision contained within such Agreement or any right to purport to enforce any provision hereof or to claim any right hereunder.

Section 19. Amendments. This Agreement may be amended only by mutual written agreement of the parties hereto which writing must be duly executed by the lawfully authorized officers or officials of each party.

Section 20. Assignment. Neither the Tribe or District shall assign any of its rights nor transfer any of its obligations under this Agreement without the prior written consent of the other party hereto and any

attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.

Section 21. Section Headings. The headings of the several sections, and any table of contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

Section 22. Incorporation by Reference. Any and all exhibits to this Agreement are incorporated herein by reference.

Section 23. Remedies Not Exclusive. No remedy herein conferred upon or reserved to either party hereto is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

Section 24. Time is of the Essence. Time is of the essence in this Agreement and each covenant and term is a condition herein.

Section 25. Waiver of Default. No delay or omission to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Agreement shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of either party hereto.

Section 26. Entire Agreement and Amendment. In conjunction with the matters considered herein, this Agreement contains the entire understanding and agreement of the District and Tribe and there have been no promises, representations, agreements, warranties or undertakings by any of the parties hereto, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the District and Tribe to this Agreement and by no other means. Each party hereto waives their future right to claim, contest or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppels.

Section 27. Successors and Assigns.

All representations, covenants and warranties set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

Section 28. Compliance with Law.

Both parties hereto shall, at their sole cost and expense, comply with all applicable tribal, county, state and federal ordinances and statutes now in force or which may hereafter be in force with regard to this Agreement.

Section 29. California Law.

Federal law and the laws of the State of California shall govern this Agreement. Any litigation regarding this Agreement or its contents shall be filed in the Superior Court of the State of California County of Del Norte. Other than the Limited Waiver of Sovereign Immunity in Article VI of this Agreement, nothing herein shall extend the jurisdiction of the State of California or the District over the Tribe.

Section 30. Execution in Counterparts.

This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

CHER-AE HEIGHTS INDIAN COMMUNITY OF THE TRINIDAD RANCHERIA

_____, Tribal Chairperson

Date

HUMBOLDT BAY MUNICIPAL WATER DISTRICT

Sherri Woo, President of the Board of Directors

Date

NEW BUSINESS

Resolution 2020-08

**A Resolution of the Board of Directors of the Humboldt Bay Municipal Water District
Declaring an Emergency in the District's Service Area**

WHEREAS, the California Water Code for Municipal Water Districts, Division 20, Part 5, Chapter 2, Article 3, Section 71642 states that a finding by the Board upon the existence, threat, or duration of an emergency shall be made by resolution or ordinance; and

WHEREAS, during the months of August, September and October, Trinity County has experienced severe wild fires in the Ruth Lake area that has caused extensive property damage, destruction, and environmental harm; and

WHEREAS, Governor Newsom declared a state of emergency in California on August 16, 2020 to help communities respond to and recover from severe heat, weather and wildfires; and

WHEREAS, President Trump declared a Major National Disaster in California on August 22, 2020 to help communities respond to and recover from wildfires; and

WHEREAS, Trinity County Director of Emergency Services declared a local state of emergency in Trinity County on September 9, 2020 due to wildfires to help communities respond to wildfires; and

WHEREAS, the August Complex fires have caused loss of dwelling structures, personal property, infrastructure, forest and vegetation throughout the District owned property in Trinity County at Ruth Lake; and

WHEREAS, the property and vegetation destruction pose environmental threats to the water quality in Ruth Lake which must be addressed immediately to minimize or eliminate contamination of Ruth Lake and the Mad River; and

WHEREAS, Ruth Lake and the Mad River is the District's source drinking water for 88,000 residents of Humboldt county; and

WHEREAS, degradation of water quality of the District's water source will jeopardize the public health and safety within the boundaries of the District; and

WHEREAS, the District is subject to Public Contract Code 20921 which provides that "all contracts for any improvement or unit of work, or for materials or supplies, in excess of twenty-five thousand dollars (\$25,000) shall be let to the lowest responsive, responsible bidder..."; and

WHEREAS, Public Contract Code 20926 authorizes the District to negotiate and award contracts without advertising for bids in the event of any emergency; and

WHEREAS, Public Contract Code 22050(a)(1) states that in the case of an emergency, a public agency, pursuant to a four-fifths vote of its governing body, may repair or replace a public facility, take any directly related and immediate action required by that emergency, and procure the necessary equipment, services, and supplies for those purposes, without giving notice for bids to let contracts; and

WHEREAS, Public Contract Code 22050(a)(2) requires that before taking action to procure equipment, services or supplies without giving notice for bids, the District Board must first make a finding, based on substantial evidence, that the emergency will not permit a delay resulting from competitive solicitation for bids, and that the actions are necessary to respond to the emergency; and

WHEREAS, Public Contract Code 22050(b)(1) states that “the governing body, by a four-fifths vote, may delegate, by resolution or ordinance, to the appropriate non-elected officer the authority to order any action specified in paragraph (1) of subdivision (a);

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the **Humboldt Bay Municipal Water District** hereby declares a state of emergency in the District’s service area in accordance with Section 71642 of the California Water Code; and,

BE IT FURTHER RESOLVED that:

1. The Board based on substantial evidence, that an emergency situation exists within the District which requires the District to proceed immediately with work necessary to prevent contamination of the District’s water source at Ruth Lake and the Mad River at the earliest possible time.
2. The Board finds that the emergency conditions described herein will not permit delay resulting from competitive solicitation for bids for securing services, materials, and equipment need to address the emergency.
3. The Board declares that the foregoing findings constitute an emergency pursuant to Public Contract Code sections 1102 and 20926.
4. The Board authorizes and directs the District’s General Manager to acquire such materials, services, and equipment and to enter into such contracts and obtain such emergency permits as are necessary and

appropriate to meet the emergency needs of the District, without observing the need to seek formal competitive solicitations of bids, or bonding.

5. The cost and effort required to recover from the flooding and landslide disasters has yet to be fully determined, but the District resolves to pursue all available resources, including Federal and State relief aid, emergency funds and assistance, to implement a full recovery within the District.
6. This Resolution shall be effective upon passage and shall remain in effect until the emergency disaster status has been lifted by the affirmative majority vote of the Board of Directors of the District.

PASSED and ADOPTED at an Emergency Meeting of the Board of Directors of the Humboldt Bay Municipal Water District this 8th day of October 2020, by the following roll call vote:

AYES:

NOES:

ABSENT:

Attest:

Sheri Woo, Board President

J. Bruce Rupp, Board Secretary

EXECUTIVE DEPARTMENT
STATE OF CALIFORNIA

PROCLAMATION OF A STATE OF EMERGENCY

WHEREAS beginning on August 14, 2020, an Extreme Heat Event struck California and surrounding Western states, causing record-breaking temperatures and Red Flag Warnings throughout California; and

WHEREAS on August 16, 2020, I proclaimed a State of Emergency to exist in California due to the Extreme Heat Event; and

WHEREAS in addition to the fire conditions being exacerbated by extreme temperatures, the weather event has resulted in widespread lightning strikes, sparking fires throughout the state; and

WHEREAS there are currently hundreds of fires actively burning during these extreme weather conditions throughout California, which have collectively burned tens of thousands of acres; and

WHEREAS the number of fires actively burning statewide, as well as throughout other Western states, has resulted in a strain on California's mutual aid system, making it increasingly difficult for jurisdictions to obtain the necessary in-state and out-of-state firefighting resources to respond to these fires; and

WHEREAS several of these fires, including the River Fire in Monterey County, the Jones Fire in Nevada County, and the Gamble Fire, Hennessy Fire, and other nearby fires (collectively referred to as the "LNU Lightning Complex Fire") in Napa County, have rapidly spread, destroying or threatening homes and critical infrastructure, and forcing the evacuations of thousands of residents; and

WHEREAS the Federal Emergency Management Agency has approved multiple Fire Management Assistant Grants to assist with the mitigation, management, and control of the River Fire, the Jones Fire, and the LNU Lightning Complex Fire; and

WHEREAS extremely high temperatures and dry conditions are expected to continue, which will further increase the spread of fires statewide and likely result in additional wildfires, further exacerbating the current wildfire situation in California; and

WHEREAS local and state regional emergency operations centers have been activated; and

WHEREAS under the provisions of Government Code section 8558(b), I find that conditions of extreme peril to the safety of persons and property exist due to fires statewide; and

WHEREAS under the provisions of Government Code section 8558(b), I find that the conditions caused by fires, by reason of their magnitude, are or are likely to be beyond the control of the services, personnel, equipment, and facilities of any single local government and

require the combined forces of a mutual aid region or regions to appropriately respond; and

WHEREAS under the provisions of Government Code section 8625(c), I find that local authority is inadequate to cope with the magnitude of the damage caused by these fires; and

WHEREAS under the provisions of Government Code section 8571, I find that strict compliance with various statutes and regulations specified in this order would prevent, hinder, or delay the mitigation of the effects of fires statewide.

NOW, THEREFORE, I, GAVIN NEWSOM, Governor of the State of California, in accordance with the authority vested in me by the State Constitution and statutes, including the California Emergency Services Act, and in particular, Government Code section 8625, HEREBY PROCLAIM A STATE OF EMERGENCY to exist in California due to fires burning statewide.

IT IS HEREBY ORDERED THAT:

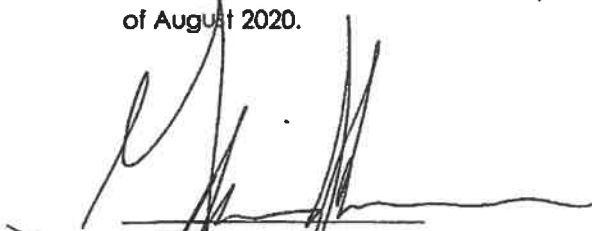
1. All agencies of the state government utilize and employ state personnel, equipment, and facilities for the performance of any and all activities consistent with the direction of the Governor's Office of Emergency Services (CalOES) and the State Emergency Plan. Also, to protect their safety, all residents are to obey the direction of emergency officials with regard to this emergency in order to protect their safety.
2. CalOES shall provide local government assistance to local governments, if appropriate, under the authority of the California Disaster Assistance Act, Government Code section 8680 et seq., and California Code of Regulations, Title 19, section 2900 et seq.
3. As necessary to assist local governments and for the protection of public health and safety, public and private property, and the environment, state agencies shall enter into contracts to arrange for the procurement of materials, goods, equipment, and services necessary to quickly assist with the response to and recovery from the impacts of these fires. Applicable provisions of the Government Code and the Public Contract Code, including but not limited to travel, advertising, and competitive bidding requirements, are suspended to the extent necessary to address the effects of these fires.
4. The California National Guard is hereby mobilized under Military and Veterans Code section 146 to support disaster response and relief efforts, as directed by CalOES, and to coordinate with all relevant state agencies and state and local emergency responders and law enforcement within the impacted areas. Sections 147 and 188 of the Military and Veterans Code are applicable during the period of participation in this mission, exempting the California Military Department from applicable procurement rules for specified emergency purchases, and those rules are hereby suspended.

5. The provisions of Unemployment Insurance Code section 1253 imposing a one-week waiting period for unemployment insurance applicants are suspended as to all applicants who are unemployed as a direct result of these fires who applied for unemployment insurance benefits during the time period beginning August 14, 2020, and ending on the close of business on February 14, 2021, and who are otherwise eligible for unemployment insurance benefits.
6. Vehicle Code sections 9265(a), 9867, 14901, 14902, and 15255.2, requiring the imposition of certain fees, are suspended with regard to any request for replacement of a driver's identification card, vehicle registration certificate, or certificate of title, by any individual who lost such records as a result of these fires. Such records shall be replaced without charge.
7. The provisions of Vehicle Code sections 4602 and 5902, requiring the timely registration or transfer of title are suspended with regard to any registration or transfer of title by any resident who is unable to comply with those requirements as a result of these fires. The time covered by this suspension shall not be included in calculating any late penalty pursuant to Vehicle Code section 9554.
8. Health and Safety Code sections 103525.5 and 103625, and Penal Code section 14251, requiring the imposition of fees are hereby suspended with regard to any request for copies of certificates of birth, death, marriage, and dissolution of marriage records, by any individual who lost such records as a result of these fires. Such copies shall be provided without charge.
9. In order to directly respond to the needs of impacted assisted living facilities, adult residential facilities, child care facilities, children's residential facilities, resource family homes, and other similar facilities within the State Department of Social Services' jurisdiction, the Director of the State Department of Social Services may waive any provisions of the Health and Safety Code or Welfare and Institutions Code, and accompanying regulations or written directives, with respect to the use, licensing, or approval of facilities or homes within the Department's jurisdiction set forth in the California Community Care Facilities Act (Health and Safety Code section 1500 et seq.), the California Child Day Care Facilities Act (Health and Safety Code section 1596.70 et seq.), and the California Residential Care Facilities for the Elderly Act (Health and Safety Code section 1569 et seq.). Any waivers granted pursuant to this paragraph shall be posted on the Department's website and shall only be in effect so long as necessary to address the direct impacts of these fires.
10. In order to ensure hospitals, clinics, and other health facilities remain open, the Director of the Department of Public Health may waive any of the licensing requirements of Chapters 1 and 2 of Division 2 of the Health and Safety Code and

accompanying regulations with respect to any hospital, clinic or health facility identified in Health and Safety Code section 1250 that is impacted by the fire. Any waiver shall include alternative measures that, under the circumstances, will allow the facilities to remain open while protecting public health and safety. Any facilities being granted a waiver shall be established and operated in accordance with their disaster and mass casualty plan. Any waivers granted pursuant to this paragraph shall be posted on the Department's website and shall only be in effect so long as necessary to address the direct impacts of these fires.

I FURTHER DIRECT that as soon as hereafter possible, this proclamation be filed in the Office of the Secretary of State and that widespread publicity and notice be given of this proclamation.


IN WITNESS WHEREOF I have hereunto set my hand and caused the Great Seal of the State of California to be affixed this 18th day of August 2020.



GAVIN NEWSOM
Governor of California

ATTEST:

ALEX PADILLA
Secretary of State

 An official website of the United States government
[Here's how you know](#)



FEMA

DR-4558-CA Initial Notice

Notice Date

August 22, 2020

Billing Code 9111-23-P

DEPARTMENT OF HOMELAND SECURITY

Federal Emergency Management Agency

[Internal Agency Docket No. FEMA-4558-DR]

[Docket ID FEMA-2020-0001]

California; Major Disaster and Related Determinations

AGENCY: Federal Emergency Management Agency, DHS.

ACTION: Notice.

SUMMARY: This is a notice of the Presidential declaration of a major disaster for the State of California (FEMA-4558-DR), dated August 22, 2020, and related determinations.

DATE: The declaration was issued August 22, 2020.

FOR FURTHER INFORMATION CONTACT: Dean Webster, Office of Response and Recovery, Federal Emergency Management Agency, 500 C Street, SW, Washington, DC 20472, (202) 646-2833.

SUPPLEMENTARY INFORMATION: Notice is hereby given that, in a letter dated August 22, 2020, the President issued a major disaster declaration under the authority of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. 5121 *et seq.* (the "Stafford Act"), as follows:

I have determined that the damage in certain areas of the State of California resulting from wildfires beginning on August 14, 2020, and continuing, is of sufficient severity and magnitude to warrant a major disaster declaration under the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. 5121 et seq. (the "Stafford Act"). Therefore, I declare that such a major disaster exists in the State of California.

In order to provide Federal assistance, you are hereby authorized to allocate from funds available for these purposes such amounts as you find necessary for Federal disaster assistance and administrative expenses.

You are authorized to provide Individual Assistance and assistance for emergency protective measures (Category B) under the Public Assistance program in the designated areas, Hazard Mitigation throughout the State, and any other forms of assistance under the Stafford Act that you deem appropriate subject to completion of Preliminary Damage Assessments (PDAs).

Consistent with the requirement that Federal assistance is supplemental, any Federal funds provided under the Stafford Act for Public Assistance, Hazard Mitigation, and Other Needs Assistance under section 408 will be limited to 75 percent of the total eligible costs.

Further, you are authorized to make changes to this declaration for the approved assistance to the extent allowable under the Stafford Act.

The time period prescribed for the implementation of section 310(a), Priority to Certain Applications for Public Facility and Public Housing Assistance, 42 U.S.C. 5153, shall be for a period not to exceed six months after the date of this declaration.

The Federal Emergency Management Agency (FEMA) hereby gives notice that pursuant to the authority vested in the Administrator, under Executive Order 12148, as amended, Willie G. Nunn, of FEMA is appointed to act as the Federal Coordinating Officer for this major disaster.

The following areas of the State of California have been designated as adversely affected by this major disaster:

Lake, Napa, San Mateo, Santa Cruz, Solano, Sonoma, and Yolo Counties for Individual Assistance.

Lake, Napa, San Mateo, Santa Cruz, Solano, Sonoma, and Yolo Counties for emergency protective measures (Category B), including direct federal assistance, under the Public Assistance program.

All areas within the State of California are eligible for assistance under the Hazard Mitigation Grant Program.

The following Catalog of Federal Domestic Assistance Numbers (CFDA) are to be used for reporting and drawing funds: 97.030, Community Disaster Loans; 97.031, Cora Brown Fund; 97.032, Crisis Counseling; 97.033, Disaster Legal Services; 97.034, Disaster Unemployment Assistance (DUA); 97.046, Fire Management Assistance Grant; 97.048, Disaster Housing Assistance to Individuals and Households In Presidentially Declared Disaster Areas; 97.049, Presidentially Declared Disaster Assistance - Disaster Housing Operations for Individuals and Households; 97.050, Presidentially Declared Disaster Assistance to Individuals and Households - Other Needs; 97.036, Disaster Grants - Public Assistance (Presidentially Declared Disasters); 97.039, Hazard Mitigation Grant.

/s/

Pete Gaynor,

Administrator,

Federal Emergency Management Agency.

Last updated September 3, 2020

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[Inspector General](#)





Trinity County Office of Emergency Services

Elizabeth Hamilton, Director
Edward Prestley, Emergency Operations Manager
61 AIRPORT ROAD, SUITE B
P.O. BOX 399, WEAVERVILLE, CALIFORNIA 96093
PHONE (530) 623-1116 FAX (530) 623-5094

PROCLAMATION OF LOCAL EMERGENCY

WHEREAS, County Code, Chapter 2.40 of the County of Trinity empowers the Director of Emergency Services to proclaim the existence or threatened existence of a local emergency when said County is affected or likely to be affected by a public calamity and the County Board of Supervisors is not in session, and;

WHEREAS, the Director of Emergency Services of the County of Trinity does hereby find;

That conditions of extreme peril to the safety of persons and property have arisen within said county, caused by the August Wildfire Complex, specifically the Hopkins Fire, and the Red Salmon Complex; and

That these conditions are or are likely to be beyond the control of the services, personnel, equipment, and facilities of said County, and;

That there is a need to request Federal or State assistance, to include CDAA, as applicable; and

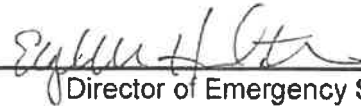
That the County Board of Supervisors of the County of Trinity is not in session and cannot immediately be called into session;

NOW, THEREFORE, IT IS HEREBY PROCLAIMED that a local emergency now exists throughout said County, and;

IT IS FURTHER PROCLAIMED AND ORDERED that during the existence of said local emergency the powers, functions, and duties of the emergency organization of this County shall be those prescribed by state law, by ordinances, and resolutions of this County, and;

That this emergency proclamation shall expire in seven (7) days after issuance unless confirmed and ratified by the Board of Supervisors of the County of Trinity.

Dated: 9-8-2020

By: 
Director of Emergency Services

Print Name Elizabeth Hamilton Address 51 Industrial Park Way, Weaverville, CA 96093

Humboldt Bay Municipal Water District

To: Board of Directors
From: John Friedenbach
Date: October 2, 2020

Re: Wildfire Recovery at Ruth Lake

Discussion

As the Board is aware, the August Complex wildfire has migrated through District owned property in Trinity County around Ruth Lake. The District owns approximately 3,000 acres of land that was acquired at the formation of the District in the late 1950's and early 1960's. This property serves as the area for Ruth Lake and at the time, the ultimate footprint of the expanded R. W. Matthews dam. The original and current dam height was projected to be increased sometime in the 1970's or 1980's in order to serve the projected population growth of Humboldt County. Those population growth rates were not realized and the District officially abandoned plans to raise the dam height during the 1990's. However, the District retained the property that was intended for the lake expansion.

Although the August Complex continues to threaten the area, and areas around Ruth Lake are currently subject to a mandatory evacuation order, District staff was granted permission to enter the area on September 30th to conduct a preliminary site assessment of District facilities and areas along the east side of the lake. The District facilities at Headquarters suffered a complete loss of our water system to the residence and cabin. In addition, some out buildings and personal property were lost. District staff is in the process of repairing the lost infrastructure.

Many of the lease lots that were observed suffered total losses of their structures and personal property. These burned out structures contained potential contaminants to our water source at Ruth Lake and need to be addressed immediately prior to the onset of the rainy season to minimize the leaching of contaminants into the lake. Staff is continuing to research available options for this process which includes coordination with lease lot holders, their private insurance companies, CalOES, FEMA, and Trinity County OES as well as other agencies. However, time is of the essence in order to protect the water quality at Ruth Lake. Therefore, staff is requesting that the Board authorize a budget amount of \$100,000 for debris removal and run off containment to be funded from General Reserves.

In addition to the lost structures, the fire has decimated the vegetation in certain areas of the buffer zone and upstream of the lake on District property. These areas are extremely susceptible to high erosion during the upcoming rainy season. Therefore, immediate action must be taken to minimize erosion and sediment infiltration into the lake. Staff has been researching options in this regard and has identified at least one federal program under the US Department of Agriculture that provides up to 75% funding to assist with reducing imminent hazards to life and property. Their Emergency Watershed Protection Program (EPW) typically funds projects for: removing debris from stream channels, culverts and bridge abutments; reshaping and protecting eroding banks; correcting damaged drainage facilities; repairing levees; or reseeding a damaged area. Staff will continue to research other funding opportunities. However, time is of the essence as well in order to protect the water quality in Ruth Lake by minimizing the erosion from burned over areas. Therefore, staff is requesting that the Board authorize a budget amount of an additional \$100,000 for revegetation of District owned property in Trinity County around Ruth Lake. This amount will be leveraged with the EPW program to expend up to \$400,000.

Due to the magnitude of the devastation and the large extent of District property affected, staff anticipates that environmental recovery will take several years and close management by the District.

Staff will continue to coordinate and investigate options for disaster recovery through CalOES and FEMA under the State and Federal disaster declarations. If successful, these programs may provide 100% funding of eligible disaster recovery efforts and costs.

Staff Request

Staff requests that the Board authorize a budget amount of \$100,000 for debris removal and run off containment to be funded initially from General Reserves.

Staff is requesting that the Board authorize an additional budget amount of \$100,000 for revegetation of District owned property in Trinity County around Ruth Lake to be funded initially from General Reserves.

Staff will continue to pursue all disaster recovery reimbursement and funding options through state and federal programs to obtain as much reimbursement for expenditure of District funds as possible.



Natural Resources Conservation Service

California

United States Department of Agriculture

Features



Post-Fire Disaster

Assistance

Contact NRCS About Assistance

NRCS assistance is accessed through one of California's 55 local offices. To locate an office, see our [California NRCS office/staff directory](#) (see District Conservationist listing for your local county office), [California NRCS Field Office Listings & Map](#) or search the [online Service Center locator tool](#), all of which can be found on the [Contact Us page here](#).

[USDA Disaster Assistance Discovery Tool](#)

Learn about USDA disaster assistance programs that might be right for you by completing five simple steps.

Wildfires, especially those caused by human activity, can take a tragic toll on the people and landscape affected. In California the wildfire season is typically followed by the rainy season presenting hazards such as flooding, erosion and more to the already fire- damaged watersheds and the people who live in them.

USDA's Natural Resources Conservation Service (NRCS) is a federal non-regulatory agency that can work with partners and landowners to assess and possibly mitigate damages following wildfires.

NRCS may also be able to assist impacted landowners and communities with technical information to help them return damaged watersheds to normal functioning. NRCS conservationists may be able to offer advice on preventing erosion, covering and protecting exposed soil, directing water away from vulnerable areas and more.



One program available through NRCS is the [Emergency Watershed Protection Program \(EWP\)](#). This program is designed to help people reduce imminent hazards to life and property. All projects undertaken through EWP are done in conjunction with a sponsor, such as a city, state, county or other eligible party. It is not intended to assist individuals. EWP can pay up to 75 percent of the cost of emergency measures. Typical work includes removing debris from stream channels, culverts and bridge abutments; reshaping and protecting eroding banks; correcting damaged drainage facilities; repairing levees; or reseeding a damaged area.

The following documents require [Acrobat Reader](#)   .

EQIP Program Information

- [FY20 Catastrophic Fire Recovery EQIP Ranking Pool](#) (PDF; 150 KB)

Publications



- [All USDA in California Emergency Services](#) (PDF; 100 MB)
- [After the Fire - Dos and Don'ts](#) (Updated 2020) (PDF; 1.1 MB)
- [After the Fire - Catastrophic Wildfire Assistance on Private Forestland, Ranchland and Cropland](#) (PDF; 4.9 MB)
- [After the Fire - Post Fire Restoration on Forestland and Woodland Areas](#) (Updated 2020) (PDF; 695 KB)
- [After the Fire - Preparing for Winter Following Fire in Vineyards, Orchards and Rangelands](#) (Updated 2020) (PDF; 1.9 MB)
- [After the Fire - Safety Tips for Post Fire Operations](#) (PDF; 1.8 MB)
- **After the Fire Series of 5 Fact Sheets (below)**
- [Hand Raking](#) (PDF; 245 KB)
- [Hazard Tree Removal](#) (PDF; 265 KB)
- [Hillside Home Drainage](#) (PDF; 305 KB)

- [Hydromulching](#) (PDF; 265 KB)
- [Seeding](#) (PDF; 340 KB)
- **Wildfire Recovery Technical Documents Series of 11 Fact Sheets (below)**
- [Erosion Control-Firescaping Native Plants \(Bay Area\)](#) (PDF; 450 KB)
- [Preparing for at Least Two Winters Following Wildfire - 10 Basic Rules](#) (MS Word; 20 KB)
- [Protecting Bare-Disturbed Soils-Slopes from Fire-Fighting Effort Following Wildfire](#) (MS Word; 20 KB)
- [Safety Tips When Working in Wildfire Areas](#) (MS Word; 20 KB)
- [Seeding a Cereal Grain Along with Straw Mulch](#) (PDF; 250 KB)
- [Some Notes About Seeding Grasses Following Wildfire](#) (PDF; 220 KB)
- [Straw Mulching for Erosion Control Following Wildfire](#) (PDF; 260 KB)
- [Straw Mulching in the Aftermath of Wildfire](#) (PDF; 210 KB)
- [To Seed or Not to Seed After Wildfire?](#) (PDF; 340 KB)
- [Top Ten List Post-Fire](#) (PDF; 240 KB)
- [Use of Erosion Control Blankets or Jute Netting on Fire Damage Slopes](#) (MS Word; 30 KB)
- [Wood Chips Verses Straw Mulch](#) (PDF; 305 KB)





Partner Publications

- [CAL FIRE - Tree Notes - Survival of Fire-Injured Conifers in California](#) (PDF; 575 KB)
- [California Native Plant Society Fire Recovery Guide](#) (PDF; 7.7 MB)
- [Slow it. Spread it. Sink it! A Homeowner's Guide to Greening Stormwater Runoff](#) (PDF; 7.1 MB)
- [UC - Recovering from Wildfire: A Guide for California's Forest Landowners](#) (PDF; 3.4 MB)

Additional Resources

- [CAL FIRE - Incident Information](#) 
- [Emergency Watershed Protection Program \(EWP\)](#)
- [Emergency Watershed Protection Program \(EWP\) -California Natural Disasters Questions & Answers](#)
- [InciWeb - Incident Information System - California](#) 
- [What to Expect After a Wildfire - CAL FIRE](#) 
- [USDA Farm Service Agency Fire-Affected Farmers and Ranchers in California](#)
- [USDA Rural Development Disaster Assistance](#) (PDF; 750 MB)

Videos

- [CAL FIRE's Post-Wildfire Efforts Help Reduce Hazards to Life and Property](#)  (2:41 min.)
- [NRCS' Assessing Fire Damaged Landscapes](#)  (5:37 min.)
- [NRCS' Waterways on Fire Damaged Landscapes](#)  (3:43)
- [NRCS' Advice to Landowners on Fire-affected Properties](#)  (2:43 min.)

Updated: 09/30/2020

ENGINEERING

Humboldt Bay Municipal Water District

To: Board of Directors
From: John Friedenbach
Date: October 2, 2020

Re: Engineering Contract Amendment – 12kV Project

Discussion

The Board has been provided monthly project progress reports for our 12kV replacement project partially funded by FEMA's Hazard Mitigation Grant Program. The District has a 25% match requirement for this grant. Due primarily to the Covid-19 pandemic and its affect on the business operations of many participants in our 12kV project, the construction period is continuing to extend well beyond the original three-month period anticipated in the grant application. Staff has requested an updated project completion schedule from the prime contractor, however, we have yet to receive it. That said, it is anticipated that the project should be able to be completed by the end of summer 2021 baring any further unanticipated delays.

GHD has provided the attached proposed contract amendment for engineering services through completion of the project by August 2021. Kindly review their narrative for detailed discussion and background.

They are requesting an amendment in the amount of \$151,000 after providing a credit write-off of \$21,000. See page 6 of their narrative. Staff has reviewed and discussed this request in detail with GHD staff and principals and we conclude that the request for amendment is reasonable.

The proposed amendment includes anticipated engineering services for components in the 12kV replacement project that were unanticipated in the grant design as well as enhancement items suggested by District staff to improve the functionality of the project. See narrative pages 2 and 3. Moreover, review by PG&E has resulted in further unanticipated additions to the project with increased component costs.

Staff Request

Staff requests that the Board authorize a contract amendment with GHD for professional services for the 12kV project in the amount of \$151,000.

Next Steps

Once the totality of increased incremental costs and components are known, staff will bring those to the Board for consideration and approval. Staff will also request a grant funding supplement from FEMA for the project. This is anticipated to occur in March 2021. The Board may recall that we had previously requested a grant supplement which was approved for construction costs due to the lowest bid amount exceeding the grant budget. It is unknown at this time if additional funding will be available under this disaster. Additionally, staff will be requesting a grant project completion date extension to September 2021. Once the prime contractor provides an updated project completion schedule, staff will bring to the Board for consideration a construction contract extension request.



September 25, 2020

Reference No. 11186675

Mr. John Friedenbach
General Manager
Humboldt Bay Municipal Water District
828 Seventh Street
Eureka, CA 95501

Re: Contract Amendment for Engineering and Construction Management Support for the 12 kV Switchgear Replacement Project

Dear John:

GHD is providing this scope and budget proposal for additional engineering and construction management services as an amendment to our existing agreement to support the District in implementation of the HBMWD 12 kV Switchgear Replacement Project (dated October 22, 2018). The project has faced many challenges including the COVID-19 pandemic, changes in actual conditions and configuration of existing infrastructure as determined during construction, District staff interest in enhancements to provide better long-term value, and issues with contractor performance on the project. GHD plays a key role as District Engineer, and we are proposing to share the cost of the increased effort the project requires as described in the tasks. We also want to acknowledge the ongoing efforts of District staff to work together to help achieve a successful construction project.

The project has expanded in scope, cost, and complexity since development of the original FEMA funding application and as construction has progressed. In particular, the local contractor has had significant challenges in providing complete submittals and in obtaining approval from PG&E for their proposed switchgear equipment so that it can be released for manufacturing. PG&E has also been backed up with projects, and their response time has increased. Manufacturers and suppliers have indicated that the pandemic has caused additional challenges and delays as well, especially for specialized equipment. The 12 kV switchgear is highly specialized, which has proven to be challenging for the contractor to manage the requirements. The equipment is on the critical path for project completion, and the contractor's original schedule allowed 40 days for development and approval of the switchgear and housing submittal (January 3, 2020 – February 27, 2020). More than seven months later, the switchgear submittal is still not complete, and GHD continues to work with the contractor to help them overcome their challenges and provide a complete submittal meeting contract and PG&E requirements.

In addition, there have been enhancements in the design requested by operations and maintenance staff that provide better long-term service to the District. These enhancements take effort to evaluate, design, and implement. These are investments in robust system improvements helping to create a more flexible and reliable system for the District and hence are worth the effort.

We have worked with District staff and the contractor to continue to make progress on construction and to prepare a strategy to complete the project despite the many challenges to date. The District and



contractor have tentatively agreed that ongoing construction activities at the Essex facility will halt for the winter, and begin again next dry season. This is anticipated to provide time for the contractor to complete submittals and obtain approval of the 12 kV switchgear and integrated power assembly submittals from both GHD and PG&E. Construction activities are anticipated to resume in April or May 2021, pending acceptable weather and delivery of completed switchgear/IPA equipment. Final construction is anticipated to be complete within three months of resuming active construction based on the contractor's forecast.

The soft costs included in the grant application included a total of \$372,000. These soft costs covered fees for environmental/permitting services (\$71,000), engineering design (\$143,000), bid phase services and construction management (\$143,000), and project management (\$15,000). The October 2018 contract between GHD and HBMWD for this project was for \$331,000, meaning that there is potentially \$41,000 in grant funds that have not been allocated to GHD. Additionally, other projects in California that were funded by the Hazard Mitigation Grant Program under the same Disaster Declaration will be completed and closing out in the coming months, and there is potential that there will be remaining funds from those projects that could be reallocated to the 12 kV project by Cal OES/FEMA. GHD recommends that the District inquire with Cal OES in the spring of 2021 regarding the potential availability of additional funding for this project.

The additional Scope of Services presented below was developed to cover the additional effort beyond GHD's original scope to provide support through the completion of the project.

SCOPE OF SERVICES

The Scope of Services for this amendment is limited to the following tasks:

- Task 1 – Additional Engineering Design to Address District Requested Enhancements to Provide Additional System Robustness
- Task 2 – Additional Engineering Support During Construction Phase
- Task 3 – Additional Construction Management Support

Task 1 – Additional Engineering Design to Address District Requested Enhancements to provide Additional System Robustness

The original scope for this project was developed during the grant application stage. The grant scope was general and based on what was known at the time, and it was developed to satisfy application requirements and estimate costs to include with the application. However, this is a very specialized, complex project where the details of the concepts and the level of effort needed to complete the design could not be foreseen until the design process was underway. As such, prior to spending the time working on the engineering design for the project, it was not possible to fully foresee all of the items that should have been scoped for to provide the robust, flexible, and reliable system the District desired. The scope of work attached to GHD's original contract for the permitting, design, and construction management for the project in October 2018 was based on the simple scope of the grant application as it was understood at the time. GHD's original design scope and budget was based on the assumption that the new switchgear and associated enclosure would be comparable to the existing equipment, site development would be



minimal, and interconnected equipment (such as the 2 MW backup generator) would not require upgrades.

However, during the initial stages of design, GHD's and the District's understanding of the project became more clear and the District requested site, switchgear, and housing improvements beyond what is existing to provide a more robust system that enhances resiliency. These items help improve system longevity, allow planned future capital projects to be more economical, improve safety, and provide ease of operation and maintenance of the equipment for District staff. Even though the enhancements required additional design effort than was originally conceived, GHD proceeded with incorporating the enhancements into the design package.

The enhancements included design effort for the following: an increase in the existing facility switchgear size with breakers to accommodate proposed future development and additional spare breakers, an additional bus tie breaker compartment to enhance operator safety while performing maintenance, PG&E switchgear integrated metering compartment, enclosing the switchgear in an integrated power assembly (IPA) building instead of the existing outdoor rated switchgear option, additional conduit for futures and spares, consideration of generator controller upgrades, and a concrete ramp with associated retaining wall and grading design.

The increased costs associated with the design for these enhancements was \$21,000. GHD recognizes that ideally we would have initially scoped this added level of effort into the original grant application. Due to time and budget limitations in developing the scope of the project during the grant phase, and due to the overall complexity of this project in particular, we did not foresee including all of the components for the project that were ultimately included in the design. As the design progressed, it was determined by GHD and District staff that these components are critical to the project in the context of providing adequate flexibility, reliability, and allowing for future planned capital projects to be more streamlined and economical.

To emphasize our commitment to the District and to share the burden of the increase in costs associated with the overall project, GHD proposes to not include the \$21,000 in Task 1 services in this amendment request, as expanded upon in the Compensation section of this document.

Task 2 – Additional Engineering Support during Construction Phase

GHD's original scope was based on implementation of the 100% design plans, without consideration for significant changes or interconnectivity to additional unforeseen projects during construction. The scope and budget also assumed that the awarded contractor would be experienced in completing 12 kV switchgear submittals compliant with PG&E requirements, and employed in-house engineering support for addressing technical questions required for submittal completion.

During the course of construction, it has become clear that the contractor has been challenged by the contract requirements and that additional engineering support from GHD is required beyond the scope of the original agreement. Also, additional engineering is warranted for a number of valuable changes requested by the District during project implementation and additional capabilities that will be integrated



into the new switchgear project, including upgrading the 2 MW existing generator controls, installing additional vaults and conduits for underground power and communications to Collector #2, and integration of a future Tesla-provided battery energy storage system.

Additionally, PG&E has changed their interpretation of some requirements which could increase project costs, so further negotiations with PG&E are warranted to help manage cost implications.

To help support the District and the contractor, GHD will provide the following services, beyond what was anticipated in the original scope and budget:

- Support the District and contractor with confirming the Essex facility new switchgear control strategy based on the proposed generator controller upgrade and system capabilities
- Review and confirm contractor-provided interconnectivity drawings for breaker relays, breakers, and generator controller associated with generator controller upgrades
- Support the District with the potential Cummins generator controller upgrade and associated design considerations required by the District for approval of contractor's quote
- Review contractor's programming and operator interface documents for the SEL relays, Cummins generator, and switchgear HMI, as it relates to proposed changes in the facility's existing control strategy
- Support the District with coordination of future projects (e.g. the Tesla battery project) relevant to completion of the switchgear relocation project
- Site civil required for completion of construction activities related to proposed contractor changes in the IPA size, foundation, and site constraints.
- Support the District in PG&E coordination to reduce additional infrastructure requirements, including issues that have arisen during construction, such as PG&E requirements to provide an AC disconnect, transformer grounding, additional capacitors, and/or existing equipment issues discovered by PG&E during construction that need to be addressed
 - It should be noted that in an effort to maintain project progress, and under direction of HBMWD staff, GHD has already provided support and effort for this item. GHD has provided technical arguments against PG&E requirements to provide an additional AC disconnect and modify the existing generator transformer grounding. As a result, PG&E has verbally indicated their willingness to consider removing these requirements, which would potentially save the District approximately \$80k in costs associated with design, materials, and construction of these upgrades.
- Support the District and contractor with PG&E applications, coordination, clarifications, and demolition planning, as necessary to maintain project schedule and facilitate review and approval of contractor submittals.

Deliverables:

- Engineering review of proposed Cummins generator upgrades and integration with existing design, including revisions to plans, as necessary
- Revisions to site civil sheets to facilitate proposed contractor changes in equipment sizes based on site limitations and manufacturer submittals



- Confirmation of facility control strategy for newly proposed equipment
- Email correspondence with PG&E to clarify requirements, collaboration, and execution of the new switchgear, relocated service, and demolition of PG&E equipment, as necessary

Assumptions:

- The above-described Task 2 services will be provided up to the budget amount provided in the Compensation section of this document.

Task 3 – Additional Construction Management Support

In the original agreement between GHD and the District for this project, three months of construction inspection and management were budgeted. GHD has managed our inspection and management time judiciously while providing periodic site visits and being responsive to project needs. Additionally, GHD has been diligent in assessing whether meetings are necessary, and how to most efficiently use GHD, District, and contractor time. We have economized as much as possible, and our three-month construction management budget has been stretched for nine months since the Notice to Proceed was issued to Sequoia Specialties (Prime Contractor). The construction management budget will need to be augmented to provide services through the completion of construction.

Based on the current strategy for a winter shutdown, construction is anticipated to resume in April or May 2021 and actively proceed for three months thereafter.

The budget for this task assumes that construction management support will be relatively minor during the winter shutdown period and that all construction activities will be completed within three months from construction recommencing, which is based on the original construction schedule provided by Sequoia.

GHD will provide the following construction observation support services:

- Daily observations and photo documentation of significant construction activities
- Responding to contractor requests for information
- Review and response to contractor submittals
- Coordinating District requests for contractor quotes and associated project change orders
- Inspections and commissioning support associated with the switchgear and IPA equipment
- Review and recommendations to the District of contractor payment requests
- Facilitate construction progress meetings, including development of meeting minutes and agendas
- Develop project and grant close-out documents

Deliverables:

- Meeting agendas in advance of the progress meetings as (1) electronic PDF.
- Meeting notes will be provided to document key decisions as one (1) electronic PDF.
- Payment reviews and recommendations.
- Close-out documents

The scope and budget for this task are provided with the following assumptions:



- The retaining wall and other construction activities required to prepare the site for winter will be completed by September 30, 2020
- A construction shutdown will occur over the winter
- There will be a three-month construction period upon resumption of construction in the spring of 2021

COMPENSATION

GHD will provide the above-described scope of services at rates based on the rate schedule previously agreed upon between GHD and HBMWD on a time and materials basis. The overall project budget based on the nature of the work and the anticipated project duration is summarized below.

Task	Estimated Effort	Amendment Budget
Task 1 – Additional Engineering Design	\$21,000 (actual effort)	\$0
Task 2 – Engineering Support during Construction Phase	\$50,000	\$50,000
Task 3 – Additional Construction Management Support	\$101,000	\$101,000
TOTAL	\$172,000	\$151,000

As shown in the table above, the total cost of GHD services to complete the project is \$172,000. As described under Task 1, GHD proposes to not include the \$21,000 overage associated with Task 1 in this amendment request from the District and hence the total requested amendment is for \$151,000, although the actual effort is expected to be \$172,000. To emphasize our long-term partnership with the District, GHD will write off our internal budget overages for work completed within this scope. If the actual construction support requirements extend beyond the scope stated herein, GHD will confer with the District on how to proceed and provide any necessary additional support.

As always, we appreciate the opportunity to assist you with this project. Please do not hesitate to contact me if you have any questions.

Sincerely,

Nathan Stevens, PE
District Engineer

Humboldt Bay Municipal Water District

To: Board of Directors
From: John Friedenbach
Date: October 2, 2020

Re: FEMA BRIC (Building Resilient Infrastructure and Communities) Grant Program

Discussion

FEMA introduced a new program this summer called BRIC. It basically replaced the Pre-disaster Mitigation Program (PDM). In September of 2019, the District prepared a Notice of Interest (NOI) under the PDM program to request grant funding in the amount of \$6,666,666 with a District match of \$1,666,666 for various investigative analysis at the R. W. Matthews Dam. An NOI is the first step in the grant process. If an NOI is approved, then the applicant is invited to submit a full grant application. Our NOI under the PDM program was approved. However, the Board chose not to authorize the grant application.

With the introduction of the BRIC program this summer, and the requests from both FEMA and DSOD for the completion of several of the investigative analysis that were included in the PDM NOI, staff directed GHD to "re-package" our previous PDM NOI into a BRIC NOI. Several of the items included in the PDM NOI were excluded from the BRIC NOI. The BRIC NOI total project amount is \$3,704,640 with a District match of \$926,160. The proposed projects include:

"This dam spillway retrofit scoping will include feasibility studies and engineering designs that will be used to characterize conditions at the spillway at R.W. Matthews Dam and determine appropriate actions to make the spillway more resilient to natural disasters and mitigate the risk of spillway failure that would subsequently lead to failure of R.W. Matthews dam in its entirety....

Scoping will include assessing the existing spillway structure including the weir drains, floor drains, flip bucket, and left spillway wall tie back anchors; performing a geological/geotechnical assessment of the area that will include coring the spillway floor, geotechnical borings, an assessment of leakage through the left spillway wall, global stability failure analysis, LIDAR survey, assessment report, and retrofit design; performing a seismic stability analysis and developing designs associated with proposed retrofits that result from this investigation, and installation of a dam failure early detection system (CCTV camera). The proposed projects would be designed to meet current dam safety and seismic standards, and any proposed retrofit designs would be closely reviewed by the State of California Division of Safety of Dams (DSOD) and the Federal Energy Regulatory Commission (FERC). Environmental considerations will be incorporated early into program decisions..."

The District's BRIC NOI has been approved. Therefore, we have been invited to submit a grant application. As mentioned above, both FERC and DSOD are now requesting that the District perform these seismic and spillway failure analyses. Consequently, staff strongly recommends that the Board authorize submission of a grant application under the BRIC program. If successful, this grant funding will pay for 75% of the costs of these analyses. Although the District will have a significant 25% match requirement, staff proposes to fund the match as follows: 1/3 from REMAT Reserves; 1/3 from General Reserves; and 1/3 from our rates/project budget. The grant application is due December 18, 2020. It usually takes 6 to 12

months for an application to be approved. Therefore, if approved, we would begin our match funding during our FY 21/22 fiscal year.

Staff Request

Staff requests that the Board authorize submission of a grant application in the amount of \$3,704,640 with a District match of \$926,160 under the Federal BRIC program to fund various R. W. Matthews Dam related engineering and technical studies. The District's 25% match requirement will be funded as follows: 1/3 from REMAT Reserves; 1/3 from General Reserves; and 1/3 from our rates/project budget.



FEMA HAZARD MITIGATION ASSISTANCE (HMA) 2020 FUNDING OPPORTUNITIES

Building Resilient Infrastructure and Communities (BRIC) Program (replacing the Pre-Disaster Mitigation program):

Please note that the January 29, 2021 **deadline released by FEMA is the deadline by when Cal OES must submit its application to FEMA. Subapplicants must submit their Notice of Interest (NOI) and subapplications to Cal OES according to the dates listed on the Cal OES webpage.** Failure to adhere to these deadlines will result in your application being ineligible for submittal to FEMA. To submit an NOI and for more information [visit the Cal OES BRIC and FMA webpage.](#)

FEMA's Building Resilient Infrastructure and Communities (BRIC) program is a new, nationally competitive hazard mitigation funding opportunity. The BRIC program was developed to support communities in building capacity, providing innovative solutions, encouraging partnerships, enabling large projects, and maintaining flexibility for state-of-the-art solutions. Through BRIC, communities can make proactive investments in community resilience, infrastructure projects, and protect vital community lifelines.

Available Funding

For 2020, a total of \$500 Million in funding is available nationwide, with a total maximum federal share of \$50 Million per project.

Mitigation projects, in the national competition, must be:

- Be cost-effective (benefit-cost ratio over 1.0)
- Be designed to increase resilience and public safety
- Reduce the risk of injuries and loss of life
- Reduce the risk of damage and destruction to property, critical services, facilities, and infrastructure

BRIC will also fund capability and capacity building (C&CB) activities which enhance mitigation strategies and/or tangible mitigation products that reduce or eliminate risk and damage from future natural hazards, increase resiliency, and promote a culture of preparedness.

FEMA Hazard Mitigation Assistance (HMA) Funding Opportunities

California Governor's Office of Emergency Services



These activities include:

- Building codes activities
- Partnerships
- Project scoping
- Mitigation planning
- Planning-related activities

A cost share is required for all subapplications funded under this program. The non-federal cost share may consist of cash, donated or third-party in-kind services, materials, or any combination thereof. The cost share for BRIC is 75 percent federal/25 percent non-federal except for small impoverished communities, which have a cost share of 90 percent federal/10 percent non-federal.

For complete information about BRIC, including details about prioritization and scoring, please refer to the full BRIC Notice of Funding Opportunity (NOFO) in the Key Resources Section below, or visit the Cal OES website.

Flood Mitigation Assistance (FMA) Program

FEMA's Flood Mitigation Assistance (FMA) program is a nationally competitive flood mitigation funding source. The FMA program provides funding to states, local communities and tribes to reduce or eliminate the risk of repetitive flood damages to buildings insured by the National Flood Insurance Program (NFIP).

Available Funding

For 2020, a total of \$160 Million in funding is available nationwide, with a maximum federal share of \$30 Million per community flood project.

Projects that address community flood risk for the purpose of reducing NFIP payments can include:

- Localized flood control
- Floodwater storage and diversion
- Floodplain and stream restoration
- Stormwater management
- Wetland restoration/creation

FEMA Hazard Mitigation Assistance (HMA) Funding Opportunities

California Governor's Office of Emergency Services



FEMA will also fund individual flood mitigation projects that directly benefit and include Severe Repetitive Loss (SRL) and Repetitive Loss (RL) properties. In addition, FEMA will fund flood mitigation planning and project scoping activities.

Project scoping activities can include:

- Conducting meetings, outreach, and coordination with subapplicants and community residents
- Developing or conducting engineering, environmental feasibility and/or benefit-cost analyses
- Undertaking activities that lead to development of project applications
- Evaluating facilities to identify mitigation actions
- Using staff or resources to develop cost share strategies

A cost share is required for all subapplications funded under this program. The non-federal cost share may consist of cash, donated or third-party in-kind services, materials, or any combination thereof. The cost share for FMA is 75 percent federal/25 percent non-federal of the eligibility activity costs. FEMA may decrease the non-federal cost share for SRL and RL properties (SRL federal cost share is 100 percent; RL federal cost share is 90 percent).

For complete information about FMA, including details about prioritization and scoring, please refer to the Notice of Funding Opportunity and Fact Sheet in the Key Resources section below, or visit the Cal OES website.

FEMA Hazard Mitigation Assistance (HMA) Funding Opportunities

California Governor's Office of Emergency Services



KEY RESOURCES

[Click Here for the Cal OES BRIC/FMA Funding Page and Notice of Interest](#)

[Click Here for the FEMA BRIC and FMA Notice of Funding Opportunity \(NOFO\)](#)

[Click Here for the FEMA Webinar: Introduction to the BRIC Grant Program](#)

[Click Here for the FEMA Webinar: The Meaning of the BRIC Name](#)

[Click Here for the FEMA BRIC Webinar](#)

UPCOMING BRIC WEBINARS:

FEMA is offering informational webinars for Hazard Mitigation Assistance (HMA) grant applicants. The webinars will provide an overview of the grant programs and details about the agency's funding priorities and review process. [Click here for FEMA's Notice of Funding \(NOFO\) Webinar Series.](#)

Any state, tribal or territorial prospective applicant can attend. The presentation materials, as well as the time and call-in information, is the same for each session. Each webinar will be at 2:00 p.m. Eastern Time on August 18, August 20, and August 25, 2020. A webinar for tribal applicants will be held at 2:00 p.m. Eastern Time on August 27, 2020. Additionally, at 2:00 p.m. on September 1 and September 2, 2020, FEMA will host the webinar "Avoiding Application Pitfalls," which can be found by [clicking here.](#)

Additional webinars will be scheduled about the new FEMA Grants Outcome (FEMA GO), which is now the management system for HMA grant programs. The development of FEMA GO is a multi-year effort to modernize and transform the way FEMA conducts grants management. FEMA GO will streamline the process to apply for, track and manage FEMA grants.

Registration information for all upcoming webinars will be provided soon. Each webinar topic will be recorded and available online at a future time. [Click here for the FEMA 2020 Notice of Funding Opportunity website](#) for additional information.

[Click here for Building Community Resilience with Nature Based Solutions](#)

[Click here for the Community Lifelines Fact Sheet](#)

[Click here for the 2015 Hazard Mitigation Assistance Guidance and Addendum](#)

Please contact Cal OES at HMA@CalOES.ca.gov if additional assistance is needed.

FEMA Hazard Mitigation Assistance (HMA) Funding Opportunities

California Governor's Office of Emergency Services

FINANCIAL

HUMBOLDT BAY MUNICIPAL WATER DISTRICT
STATEMENT OF FUND BALANCES - PAGE 1 OF 2



<u>BANK ACCOUNT BALANCES AT MONTH-END</u>	September 30, 2020	September 30, 2019
GENERAL ACCOUNTS		
1. US Bank - General Account	3,128,989.74	1,593,430.16
2. US Bank - Xpress BillPay/Electronic Payments Account	6,534.39	671.26
<i>Subtotal</i>	3,135,524.13	1,594,101.42
INVESTMENT & INTEREST BEARING ACCOUNTS		
3. US Bank - DWR/SRF Money Markey Acct	166,497.36	302,443.74
4. US Bank - DWR/SRF Reserve CD Account	547,336.94	547,336.94
5. US Bank - PARS Investment Account	870,371.83	750,701.31
6. L. A. I. F Account - General Account	1,687.78	1,677.45
7. L. A. I. F Account - MSRA Reserve Account	439,698.56	-
8. CalTRUST - Restricted Inv. Account (Medium Term)	1,320,606.21	-
9. CalTRUST - Unrestricted Inv. Account (Medium Term)	429,228.77	-
10. CalTRUST - DWFP Reserve Account (FedFund)	240,635.06	-
11. CalTRUST - ReMat Account (LEAF Fund)	647,580.56	-
12. CalTRUST - General Reserve Account (Short-Term)	1,235,690.00	-
13. Humboldt County - SRF Loan Payment Account	187,504.82	50,411.36
14. Humboldt County - 1% Tax Account	-	31,906.24
15. Principle Investment Account	21,504.18	30,512.76
<i>Subtotal</i>	6,108,342.07	1,714,989.80
OTHER ACCOUNTS		
16. ReMat Deposit - Mellon Bank	27,000.00	27,000.00
17. Cash on Hand	650.00	650.00
18. Humboldt County - Investment Account (clsd)	-	1,708,452.75
19. Humboldt County - DWFP Reserve Account (clsd)	-	238,086.51
20. Humboldt County - MSRA Reserve Account (clsd)	-	435,757.74
21. Humboldt County - ReMat Account (clsd)	-	485,130.83
<i>Subtotal</i>	27,650.00	2,895,077.83
TOTAL CASH	9,271,516.20	6,204,169.05

HUMBOLDT BAY MUNICIPAL WATER DISTRICT
STATEMENT OF FUND BALANCES - PAGE 2 OF 2



FUND BALANCES AT MONTH-END

September 30, 2020

September 30, 2019

RESTRICTED FUNDS - ENCUMBERED

1. Prior-Year Price Factor 2 Rebate	(19,673.33)	(48,916.05)
2. Prior-Year Restricted AP Encumbrances	(169,865.00)	(60,707.00)
3. Advanced Charges - 12Kv Relocation	(144,547.00)	(426,086.00)
4. Advanced Charges - 18,000lb Excavator	(222,800.00)	(54,343.00)
5. Advanced Charges - 3x Tank Seismic Retrofit	(225,001.00)	(30,000.00)
6. Advanced Charges - Cathodic Protection Project	(24,999.00)	-
7. Advanced Charges - Collector 2 Rehabilitation	(674,755.00)	(385,000.00)
8. Advanced Charges - On-Site Generation of Chlorine	(436,194.00)	-
9. Advanced Charges - Redundant Pipeline	(112,501.00)	-
10. Advanced Charges - TRF Emergency Generator	(281,249.00)	(225,000.00)
11. Advanced Charges - Chlorine Scrubber	-	(350,000.00)
<i>Subtotal</i>	(2,311,584.33)	(1,580,052.05)

RESTRICTED FUNDS - OTHER

12. 1% Tax Credit to Muni's	-	(60,979.20)
13. DWR Reserve for SRF Payment	(166,497.36)	(302,665.57)
14. DWR Reserve for SRF Loan	(547,336.94)	(547,336.94)
15. Pension Trust Reserves	(870,371.83)	(750,701.31)
16. ReMat Deposit	(27,000.00)	(27,000.00)
17. HB Retail Capital Replacement Reserves	(62,704.75)	-
<i>Subtotal</i>	(1,673,910.88)	(1,688,683.02)

UNRESTRICTED FUNDS

BOARD RESTRICTED

18. MSRA Reserves	(441,386.34)	(435,757.74)
19. DWFP Reserves	(240,635.06)	(238,086.51)
20. ReMat Reserves	(647,580.56)	(485,130.83)
21. Paik-Nicely Development	(4,158.00)	(4,158.00)
22. Principle Investment Reserves	(21,504.18)	(30,512.76)
<i>Subtotal</i>	(1,355,264.14)	(1,193,645.84)

UNRESTRICTED RESERVES

23. Accumulation for SRF Payment	(136,834.23)	(50,441.36)
24. Accumulation for Ranney/Techite Payment	51,667.97	76.70
25. General Fund Reserves	(3,845,590.59)	(1,697,055.92)
<i>Subtotal</i>	(3,930,756.85)	(1,741,788.14)
TOTAL NET POSITION	(9,271,516.20)	(6,204,169.05)

HUMBOLDT BAY MUNICIPAL WATER DISTRICT

REVENUE REPORT

September 30, 2020

25%
Of Budget Year

A. REVENUE RETURNED TO CUSTOMERS VIA PF2

	MTD RECEIPTS	YTD RECEIPTS	PRIOR YEAR	BUDGET	% OF BUDGET
1. Humboldt Bay Retail Water Revenue	27,589	80,685	108,633	318,394	25%
General Revenue					
Interest	0	0	232	30,000	0%
FCSD Contract (Maint. & Operations)	11,011	83,292	62,485	225,000	37%
Power Sales (Net ReMat)	1,552	36,860	20,932	220,000	17%
Tax Receipts (1% Taxes)	0	0	0	825,000	0%
2. Miscellaneous Revenue*	11,266	34,738	3,189	50,000	69%
<i>*Detail on following page</i>					
TOTAL PF2 REVENUE CREDITS	51,417	235,574	195,471	1,668,394	14%

B. DISTRICT REVENUE

	MTD RECEIPTS	YTD RECEIPTS	PRIOR YEAR	BUDGET	% OF BUDGET
3. Industrial Water Revenue					
Harbor District	132	200	85	0	0
<i>Subtotal Industrial Water Revenue</i>	132	200	85	0	0
4. Municipal Water Revenue					
City of Arcata	106,851	312,878	337,276	1,147,108	27%
City of Blue Lake	15,077	44,019	47,441	161,539	27%
City of Eureka	252,292	744,392	797,773	2,753,934	27%
Fieldbrook CSD	13,898	40,501	43,306	149,132	27%
Humboldt CSD	81,023	242,524	259,829	886,893	27%
Manila CSD	5,873	17,199	18,436	62,563	27%
McKinleyville CSD	87,557	254,428	269,727	916,164	28%
<i>Subtotal Municipal Water Revenue</i>	562,572	1,655,941	1,773,789	6,077,332	27%
TOTAL INDUSTRIAL & WHOLESALE REVENUE	562,704	1,656,141	1,773,874	6,077,332	27%
5. Power Sales					
Power Sales (ReMat Revenue)	3,405	76,247	39,318	300,000	25%
Interest (ReMat Revenue)	0	4,932	0	0	
TOTAL REMAT REVENUE	3,405	81,179	39,318	300,000	27%
6. Other Revenue and Grant Reimbursement					
HB Retail Capital Replacement Rev.	3,422	9,842	8,554		
FCSD Contract (Admin & Overhead)	8,315	24,295	9,427		
FEMA/CalOES Grant Revenue	153,599	153,599	0		
SWRCB In-Stream Flow Grant Revenue	44,742	44,742	0		
Ouagga Grant (Pass-Through)	0	0	0		
Interest - Muni PF2 Retained	2,375	15,168	272		
Net Increase/(Decrease) Investment Accounts	22,085	54,275	3,126		
TOTAL OTHER/GRANT REVENUE	234,539	301,921	21,380		
GRAND TOTAL ALL REVENUE	852,065	2,274,815	2,030,042	8,045,726	28%

**HUMBOLDT BAY MUNICIPAL WATER DISTRICT
 MISCELANEOUS REVENUE - DETAIL REPORT
 September 30, 2020**

B. MISCELLANEOUS RECEIPTS (RETURNED TO CUSTOMERS VIA PF2)

	MTD RECEIPTS	YTD RECEIPTS
<u>Miscellaneous Revenue</u>		
ACWA/JPIA HR LaBounty Safety Award	-	250
ACWA/JPIA Wellness Grant	-	952
Dividend - Principal Life	-	299
Fees - Park Use	400	400
Rebate - CALCard	92	92
Rebate - WISE Incentive	-	12,809
Refund - Diesel Fuel Tax	40	40
Refunds - Miscellaneous	-	130
Reimb. - Copies & Postage	18	19
Reimb. - Gas	-	-
Reimb. - Telephone	-	-
Rent - Parking Lot	-	-
Rent & Deposit - Vivid Green	1,500	2,000
Retirees' Health Ins./COBRA Reimb.	7,951	15,942
Sale - Surplus Equipment	1,000	1,000
UB - Bad Debt Recovery	-	-
UB - Water Processing Fees	60	120
UB - Hydrant Rental Deposit/Use	205	205
<u>Ruth Area</u>		
Lease - Don Bridge	-	-
Rent - Ruth Cabin	-	480
TOTAL MISCELANEOUS REVENUE	11,266	34,738

HUMBOLDT BAY MUNICIPAL WATER DISTRICT
ALL - MONTHLY EXPENDITURE REPORT - PAGE 1 OF 3
September 30, 2020

25% Of Budget Year

SALARY AND EMPLOYEE BENEFIT EXPENDITURES (S. E. B.)

	Month-to-Date	Year-to-Date	Prior Year	Budget	% of Budget
<i>Compensation</i>					
1. Wages - Regular	159,066.96	478,066.81	411,599.12	2,241,878	
2. Wages - Sick	3,445.78	13,525.08	8,382.25		
3. Wages - Vacation	17,241.94	50,148.94	49,717.29		
<i>Subtotal</i>	179,754.68	541,740.83	469,698.66	2,241,878	24%
4. Wages - Overtime	1,139.29	7,265.92	6,511.22	15,000	
5. Wages - Holiday (Worked)	873.60	1,462.09	2,295.85	15,000	
<i>Subtotal</i>	2,012.89	8,728.01	8,807.07	30,000	29%
6. Wages - Part-Time	1,369.50	13,834.32	12,125.47	78,551	18%
7. Wages - Shift Differential	819.64	2,502.04	2,465.16	11,000	23%
8. Wages - Standby	6,996.80	20,408.02	22,097.84	81,000	25%
9. Director Compensation	1,280.00	5,360.00	6,160.00	26,000	21%
10. Secretarial Fees	262.50	787.50	787.50	3,200	25%
11. Payroll Tax Expenses	14,670.12	45,552.43	38,359.05	192,173	24%
<i>Subtotal</i>	25,398.56	88,444.31	81,995.02	391,924	23%
<i>Employee Benefits</i>					
12. Health, Life, & LTD Ins.	53,188.88	165,008.70	110,478.77	704,507	23%
13. Air Medical Insurance	65.00	1,495.00	1,820.00	2,145	70%
14. Retiree Medical Insurance	12,274.36	37,920.16	34,215.90	103,530	37%
15. Employee Dental Insurance	2,664.32	8,236.46	5,926.92	39,399	21%
16. Employee Vision Insurance	593.71	1,809.39	1,818.88	7,350	25%
17. Employee EAP	82.48	251.37	164.50	1,116	23%
18. 457b District Contribution	2,500.00	7,650.00	7,800.00	30,600	25%
19. CalPERS Expenses	25,704.02	284,203.16	253,081.95	547,851	52%
20. Workers Comp Insurance	-	22,090.53	20,311.40	100,961	22%
<i>Subtotal</i>	97,072.77	528,664.77	435,618.32	1,537,459	34%
TOTAL S.E.B	304,238.90	1,167,577.92	996,119.07	4,201,261	28%

HUMBOLDT BAY MUNICIPAL WATER DISTRICT
MONTHLY EXPENDITURE REPORT - PAGE 2 OF 3
September 30, 2020

25% Of Budget Year

SERVICE & SUPPLY EXPENDITURES (S & S)

	Month-to-Date	Year-to-Date	Prior Year	Budget	% of Budget
<i>Operations & Maintenance</i>					
1. Auto Maintenance	2,424.03	8,359.47	12,201.02	39,700	21%
2. Engineering	4,008.57	8,717.74	8,287.25	75,000	12%
3. Lab Expenses	-	1,460.00	920.00	13,000	11%
4. Maintenance & Repairs					
General	1,108.96	3,096.90	19,796.69	48,000	6%
TRF	963.77	1,319.93	4,874.52	20,000	7%
<i>Subtotal</i>	<i>2,072.73</i>	<i>4,416.83</i>	<i>24,671.21</i>	<i>68,000</i>	<i>6%</i>
5. Materials & Supplies					
General	6,043.54	12,759.34	9,970.36	38,000	34%
TRF	-	163.40	1,140.71	35,000	0%
<i>Subtotal</i>	<i>6,043.54</i>	<i>12,922.74</i>	<i>11,111.07</i>	<i>73,000</i>	<i>18%</i>
6. Radio Maintenance	535.00	1,605.00	1,553.04	8,500	19%
7. Ruth Lake License	-	1,500.00	1,500.00	1,500	100%
8. Safety Equip./Training					
General	932.23	4,809.40	5,239.09	22,000	22%
TRF	96.07	395.26	438.00	2,000	20%
<i>Subtotal</i>	<i>1,028.30</i>	<i>5,204.66</i>	<i>5,677.09</i>	<i>24,000</i>	<i>22%</i>
9. Tools & Equipment	797.57	1,731.89	1,037.00	5,000	35%
10. USGS Meter Station	-	-	-	8,500	0%
<i>Operations Subtotal</i>	<i>16,909.74</i>	<i>45,918.33</i>	<i>66,957.68</i>	<i>316,200</i>	<i>15%</i>

General & Administration

11. Accounting Services	-	-	950.00	18,000	0%
12. Bad Debt Expense	-	-	-	-	0
13. Dues & Subscriptions	18,850.00	21,609.00	1,695.37	28,100	77%
14. General Manager Training	-	-	1,671.48	3,000	0%
15. IT & Software Maintenance	2,585.26	5,668.64	5,990.34	31,000	18%
16. Insurance	-	42,984.65	29,374.70	111,000	39%
17. Internet	1,141.47	2,755.92	1,646.10	10,000	28%
18. Legal Services	7,662.00	10,677.00	9,012.50	35,000	31%
19. Miscellaneous	183.28	492.28	4,029.90	11,500	4%
20. Office Building Maint.	1,347.81	4,024.33	2,811.23	16,000	25%
21. Office Expense	3,957.00	12,625.17	16,666.53	40,500	31%
22. Professional Services	-	184.47	4,332.89	20,000	1%
23. Property Tax	-	-	-	1,000	0%

HUMBOLDT BAY MUNICIPAL WATER DISTRICT
 MONTHLY EXPENDITURE REPORT - PAGE 3 OF 3
 September 30, 2020

25% Of Budget Year

SERVICE & SUPPLY EXPENDITURES (con't)					
	Month-to-Date	Year-to-Date	Prior Year	Budget	% of Budget
24. Regulatory Agency Fees	5,814.12	5,814.12	5,259.70	141,000	4%
25. Ruth Lake Programs	-	-	-	5,000	0%
26. Safety Apparel	(52.00)	(52.00)	3,262.79	3,000	-2%
27. Technical Training	-	275.00	2,706.81	14,500	2%
28. Telephone	4,155.11	12,409.51	13,140.01	49,000	25%
29. Travel & Conference	-	-	1,394.89	25,000	0%
<i>Gen. & Admin. Subtotal</i>	<i>45,644.05</i>	<i>119,468.09</i>	<i>103,945.24</i>	<i>562,600</i>	<i>21%</i>

Power					
30. Essex - PG & E	62,820.46	191,016.97	182,905.75		
31. 2Mw Generator Fuel	-	3,358.48	-		
<i>Subtotal Essex Pumping</i>	<i>62,820.46</i>	<i>194,375.45</i>	<i>182,905.75</i>		

32. All other PG & E	5,981.94	17,344.72	18,756.60		
<i>Subtotal All Power</i>	<i>68,802.40</i>	<i>211,720.17</i>	<i>201,662.35</i>	<i>764,500</i>	<i>28%</i>

Total Service and Supplies incl. Power	131,356.19	377,106.59	372,565.27	1,643,300	23%
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PROJECTS, FIXED ASSETS & CONSULTING SERVICES

	Month-to-Date	Year-to-Date		Budget	% of Budget
	121,226.00	650,108.00		11,116,238	6%

GRAND TOTAL EXPENSES	556,821.09	2,194,792.51	1,368,684.34	16,960,799	13%
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33. Debt Service - SRF Loan	-	-	-	547,337	0%
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34. Debt Service - US Bank	-	81,094.05	81,094.05	162,200	50%
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TOTAL EXPENSES WITH DEBT SERVICE

	557,297.37	2,285,588.06	1,449,778.39	17,670,336	
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OTHER EXPENSES

35. ReMat Consultant Exp.	476.28	9,701.50	6,884.08		
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HUMBOLDT BAY MUNICIPAL WATER DISTRICT PROJECT PROGRESS REPORT

September 30, 2020

25% Of Budget Year

A. CAPITAL PROJECTS

	MTD	YTD		% OF
ACTIVE GRANT FUNDED CAPITAL PROJECTS	EXPENSES	TOTAL	BUDGET	BUDGET
1 Grant - 12kV Switchgear Relocation <i>(\$3M - FEMA Grant)</i>	28,880	186,833	2,517,062	7%
2 Grant - Collector 2 Rehabilitation <i>(\$1.6M - NCRP Prop1 Grant)</i>	13	246	1,600,000	0%
3 Grant - 3x Tank Seismic Retro <i>(\$3.5M - FEMA Grant, Phase 1 Approved)</i>	0	10,111	329,000	3%
NON-GRANT FUNDED CAPITAL PROJECTS				
4 Fiber Optic Link - Collector 2 (Phase 1)	0	2,970	65,000	5%
5 On-Site Generation of Chlorine <i>(\$850k - FY21-22, Treatment Facility Project)</i>	0	0	850,000	0%
6 Techite Intertie Location Abandonment	0	0	12,000	0%
7 FY21 Mainline Valve Replacement	0	0	31,750	0%
8 Main Office Emergency Generator	613	4,489	37,250	12%
9 Transformer at Hydro Plant	0	0	160,000	0%
10 Interruptor Switchgear Panel	0	0	28,000	0%
11 Headquarters Remodel	0	0	120,000	0%
12 Headquarters Fire System & Pump House	0	0	4,500	0%
13 Headquarters & Bunkhouse Generator	309	309	15,000	2%
14 Curbing on Mad River Road	0	0	5,800	0%
TOTAL CAPITAL PROJECTS	29,815	204,958	5,775,362	4%

B. EQUIPMENT AND FIXED ASSET PROJECTS

	MTD	YTD		% OF
	EXPENSES	TOTAL	BUDGET	BUDGET
15 FY21 Replace Admin Computers (Ops)	0	0	2,500	0%
16 Ruth Vehicle (Unit 6)	0	0	62,500	0%
17 High Pressure Washer	0	0	11,250	0%
18 Portable Sandblasting Unit	0	4,195	4,750	88%
19 Wheels/Tires on Zieman Trailer	0	2,868	3,250	88%
20 Ergonomic Desks for AOS, WOS, Electrical Shop	0	0	4,750	0%
21 2 New Laptop Computers	(1,042)	2,892	3,000	96%
22 Tractor Mower	0	0	8,500	0%
23 Tools & Equipment Storage for Shop	0	0	2,750	0%

HUMBOLDT BAY MUNICIPAL WATER DISTRICT

PROJECT PROGRESS REPORT - PAGE 2 OF 5

25% Of Budget Year

September 30, 2020

B. EQUIPMENT AND FIXED ASSET PROJECTS (con't)

	MTD EXPENSES	YTD TOTAL	BUDGET	% OF BUDGET
24 Trench Shoring Equipment	0	0	3,750	0%
25 Portable Electric Valve Operator	0	11,651	11,000	106%
26 Hazardous Spill Containment Equipment	0	0	2,500	0%
27 Tractor	0	0	70,750	0%
28 Tilt-Deck Equipment Trailer	0	0	12,750	0%
29 Hydraulic Bolt Torque Machine	0	0	12,000	0%
30 Sieve Shaker	1,828	1,828	2,500	73%
<i>(Treatment Facility Project)</i>				
31 Replace Admin Computers (Office)	0	0	5,500	0%
32 Ergonomic Desk for Customer Service Desk	1,254	1,254	3,000	42%
33 Front Office Doors	0	0	6,000	0%
34 Base Radio Units for HQ & Relief Operator	0	0	3,750	0%
35 Howell Bungler Valve Cylinders	0	0	8,750	0%
36 Ruth Property Maintenance Equipment	0	109	4,000	3%
37 Ruth HQ Shop Lighting Upgrade/Equipment	0	0	6,250	0%
38 Log Boom Inspection Equipment	477	1,694	2,500	68%
TOTAL EQUIPMENT & FIXED ASSET PROJECTS	2,517	26,490	258,250	10%

C. MAINTENANCE PROJECTS

	MTD EXPENSES	YTD TOTAL	BUDGET	% OF BUDGET
39 FY21 Pipeline Maintenance	408	408	12,750	3%
40 FY21 12kV System Maintenance	0	0	4,000	0%
41 FY21 Main Line Meter Flow Calculation	0	0	14,000	0%
42 FY21 Technical Support/Software Updates	0	4,589	17,250	27%
43 FY21 Generator Services	0	0	3,500	0%
44 FY21 TRF Generator Services	0	0	500	0%
<i>(Treatment Facility Project)</i>				
45 FY21 Hazard/Diseased Tree Removal	0	0	8,000	0%
46 FY21 Cathodic Protection	0	0	6,500	0%
47 FY21 Maintenance Emergency Repairs	0	2,104	50,000	4%
48 FY21 Fleet Paint Repairs	0	0	5,000	0%
49 Surge Tank Refurbishments	0	1,187	3,000	40%
50 Microsoft Office Package Upgrade	0	0	8,250	0%
51 FY21 Pipeline Repair Parts	0	0	12,250	0%
52 Collector Lube Oil Reservoir Replacement	11,885	11,885	16,000	74%
53 Oil Filter Crushing Station	0	0	2,500	0%
54 35kW Voltage Selector Switch	0	0	5,500	0%
55 Fence/Gate-DG Fairhaven Fire Service Meter	0	0	6,400	0%
56 FY21 TRF Limitorque Valve Retrofit Supplies	0	0	14,500	0%

(Treatment Facility Project)

C. MAINTENANCE PROJECTS (con't)

	MTD EXPENSES	YTD TOTAL	BUDGET	% OF BUDGET
57 FY21 Chemical Pump Spare Parts Inventory <i>(Treatment Facility Project)</i>	0	1,043	5,250	20%
58 Emergency Sample Sump Pump <i>(Treatment Facility Project)</i>	0	0	6,250	0%
59 TRF Process Pumps Rebuild Kit Inventory <i>(Treatment Facility Project)</i>	0	160	8,250	2%
60 Sludge Bed Lighting Project <i>(Treatment Facility Project)</i>	0	0	4,250	0%
61 Emergency Limitorque Gear Boxes <i>(Treatment Facility Project)</i>	0	0	14,750	0%
62 Brush Abatement - Ruth Hydro	0	0	6,500	0%
63 Howell Bungler Valve Inspection	0	0	1,110	0%
64 Ruth LTO Insurance	0	0	5,000	0%
65 Log Boom Inspection	0	0	1,000	0%
66 FY21 Abandoned Vehicle Abatement - Ruth	0	0	4,000	0%
67 Log Boom Hardware Replacement	0	4,127	7,000	59%
TOTAL MAINTENANCE PROJECTS	12,293	25,503	253,260	10%

D. PROFESSIONAL & CONSULTING SERVICES

	MTD EXPENSES	YTD TOTAL	BUDGET	% OF BUDGET
68 FY21 Crane Testing/Certification	0	0	10,000	0%
69 FY21 Chlorine System Maintenance	81	277	16,750	2%
70 FY21 Backflow Meter Training	0	0	3,000	0%
71 Hydro Plant Annual Elect. & Maintenance Inspection	0	0	2,050	0%
72 FY21 Essex Mad River Cross-Sectional Survey	413	413	10,000	4%
73 FY21 Technical Training	0	300	23,250	1%
74 FY21 O & M Training	0	0	20,000	0%
75 FY21 Essex Server Backup System (Monthly Fees)	0	8,580	8,750	98%
76 FY21 Public Education Funds	0	0	5,000	0%
77 Water Plan	0	187	30,000	1%
78 FY21 Electrical Technical Training	0	0	13,250	0%
79 FY21 Annual Section 115 Pension Trust Contribution	0	50,000	50,000	100%
80 FY21 Grant Application Assistance	0	0	20,000	0%
81 Comp. Domestic Pipeline Fitness Eval.	0	0	195,000	0%
82 Staff Gauge Survey	0	0	3,800	0%
83 Retail Rate Study Assistance	0	0	5,000	0%
84 FERC Part 12 - Plunge Pool Underwater Inspection	0	0	13,500	0%
85 FERC Part 12 - Geologist Inspection	0	0	6,800	0%
86 FERC Part 12 - Ind. Consultant Insp. (FY22)	0	0	20,000	0%

HUMBOLDT BAY MUNICIPAL WATER DISTRICT

PROJECT PROGRESS REPORT - PAGE 4 OF 5

25% Of Budget Year

September 30, 2020

D. PROFESSIONAL & CONSULTING SERVICES (CONT)

	MTD EXPENSES	YTD TOTAL	BUDGET	% OF BUDGET
87 FERC - Dam Safety Surveillance & Monitoring Report	0	0	8,000	0%
88 FERC - Dam Safety Engineer	0	0	12,000	0%
89 Dam Spillway Wall Monument Survey	0	0	7,600	0%
90 Spillway Repair, Inspection & Reporting Assistance	0	0	10,000	0%
TOTAL PROF/CONSULTING SERVICES	494	59,757	493,750	12%

E. INDUSTRIAL SYSTEM PROJECTS

91 Maintain Water Supply to PS6 during Low-Flow	0	0	13,250	0.0%
TOTAL INDUSTRIAL SYSTEM PROJECTS	0	0	13,250	0%

F. CARRY-OVER PROJECTS FROM PRIOR YEAR

92 Collector 5 Security & Anti-Vandalism Measures	0	0	7,500	0%
TOTAL CARRYOVER PROJECTS	0	0	7,500	0%

G. PROJECTS NOT CURRENTLY CHARGED TO MUNICIPAL CUSTOMERS

	MTD EXPENSES	YTD TOTAL	BUDGET	% OF BUDGET
93 18,000 Lb. Excavator <i>(Advanced Charges)</i>	0	0	222,800	0%
94 HB Retail Radio-Read Meter Project <i>(HB Retail Capital Replacement Funds)</i>	0	0	7,500	0%
95 Streambed Flow Enhancement Grant <i>(DWR Grant)</i>	276	8,317	467,969	2%
96 Refurbish PS-6 (Phase 1) <i>(EDA Grant & Reserves)</i>	0	2,217	3,500,000	0%
97 I/W Reservoir Fencing Repairs/Replacement <i>(Reserves)</i>	0	0	11,250	0%
98 I/W System Evaluation Memo <i>(Reserves)</i>	0	0	26,000	0%
99 PS6 Gravel Bar Work <i>(Reserves)</i>	0	0	76,100	0%
100 Industrial System Assistance <i>(Reserves)</i>	0	0	10,000	0%
101 Industrial/Domestic System Intertie <i>(Reserves)</i>	0	0	11,000	0%
TOTAL NOT CHARGED TO CUSTOMERS	276	10,534	4,332,619	0%

H. ADVANCED CHARGES & DEBIT SERVICE FUNDS COLLECTED - FY21

	MTD	YTD	BUDGET	% BUDGET
102 Grant - Collector Mainline Redundancy Pipeline <i>(\$3.1M - PENDING FEMA Grant)</i>	4,167	12,500	50,000	25%
103 Grant - Collector 2 Rehabilitation <i>(\$1.2M - NCRP Prop1 Grant)</i>	16,667	50,000	200,000	25%
104 Grant - 3x Tank Seismic Retro <i>(\$3.5M - FEMA Grant, Phase 1 Approved)</i>	16,667	50,000	200,000	25%
105 Grant - TRF Generator <i>(\$1.9M - PENDING FEMA Grant)</i>	2,083	6,250	25,000	25%
106 Cathodic Protection Project <i>(\$405k, FY22)</i>	8,333	25,000	100,000	25%
107 On-Site Generation of Chlorine <i>(\$850k, FY21-22)</i>	6,667	20,000	80,000	25%
108 Ranney Collector 3/Techite Debit Service Funds	14,745	44,236	162,200	27%
TOTAL ADVANCED CHARGES COLLECTED - FY21	69,329	207,986	817,200	25%

PROJECT PROGRESS REPORT SUMMARY OF ALL ACTIVITY

CUSTOMER CHARGES	MTD	YTD	BUDGET	% BUDGET
TOTAL NON-GRANT FUNDED CAPITAL PROJECTS*	922	7,768	479,300	2%
TOTAL EQUIPMENT & FIXED ASSET PROJECTS	2,517	26,490	258,250	10%
TOTAL MAINTENANCE PROJECTS	12,293	25,503	253,260	10%
TOTAL PROF/CONSULTING SERVICES	494	59,757	493,750	12%
TOTAL INDUSTRIAL SYSTEM PROJECTS	0	0	13,250	0%
TOTAL CARRYOVER PROJECTS	0	0	7,500	0%
TOTAL ADVANCED CHARGES/DEBIT SERVICE - FY21	69,329	207,986	817,200	25%
TOTAL CUSTOMER CHARGES	\$85,555	\$327,505	\$2,322,510	14%

*EXCLUDES ON-SITE GENERATION OF CHLORINE

NON-CUSTOMER CHARGES (CURRENT FY)	MTD	YTD	BUDGET	% BUDGET
TOTAL GRANT FUNDED CAPITAL PROJECTS	28,893	197,189	4,446,062	4%
TOTAL NON-CUSTOMER CHARGES	276	10,534	4,332,619	0%
TOTAL USE OF ENCUMBERED FUNDS	5,251	59,440	229,305	26%
TOTAL NON-CUSTOMER CHARGES	\$34,420	\$267,163	\$9,007,986	3%
GRAND TOTAL PROJECT BUDGET ACTIVITY	\$119,975	\$594,668	\$11,330,496	5%

HUMBOLDT BAY MUNICIPAL WATER DISTRICT
 ENCUMBERED FUNDS RECONCILIATION REPORT
 September 30, 2020

	MTD EXPENSES	YTD TOTAL	AMOUNT ENCUMBERED	REMAINING
A. CAPITAL PROJECTS				
1 TRF Line Shed 5	2,669	8,503	14,950	6,447
B. EQUIPMENT & FIXED ASSET PROJECTS				
2 Chlorine System Maintenance	0	393	3,050	2,657
3 Col. 2 Underground 12Kv Power/Fiber Optic	0	900	21,460	20,560
4 Eureka Office Carpeting	0	0	14,500	14,500
5 Eureka Office ADA Upgrades	0	3,275	3,275	0
6 Fleet Maintenance Equipment	0	0	300	300
7 Meter Reader Handheld Unit	0	3,100	4,500	1,400
8 Replacement of UPS's (Phase 2)	0	27,434	27,950	516
C. MAINTENANCE PROJECTS				
9 Collector 1 Electrical Upgrade 2018/19	0	0	31,000	31,000
10 Gates at I/W Reservoir and SBPS	83	340	800	460
11 Ruth HQ Dock Decking	89	1,203	2,200	997
12 Ruth Slide Gate Hydraulic Oil	269	746	1,950	1,204
D. PROFESSIONAL & CONSULTING SERVICES				
13 Hydro Plant Electrical and Maintenance Insp.	0	0	2,000	2,000
14 Ruth Hydro Relay Replacement-Phase 2	141	10,531	87,000	76,469
15 FY20 Abandoned Vehicle Abatement - Ruth	0	0	10,000	10,000
E. FY20 SERVICE & SUPPLY BUDGET				
16 MAINTENANCE & REPAIRS	2000	2465	2,465	0
17 MATERIALS & SUPPLIES	0	50	50	0
18 SAFETY EQUIP & TRAINING	0	500	550	50
19 ACCOUNTING	0	0	1,305	1,305
ENCUMBERED FUNDS TOTAL	5,251	59,440	229,305	169,865

Vendor Name	Date Paid	Description	Amount Paid
101 NETLINK			
101 NETLINK	09/03/2020	<i>Ruth Data Link/Internet</i>	160.00
Total 101 NETLINK:			160.00
ACWA			
ACWA	09/29/2020	<i>2021 Annual Dues</i>	18,850.00
Total ACWA:			18,850.00
ACWA/JPIA			
ACWA/JPIA	09/18/2020	<i>RETIREE MEDICAL</i>	11,970.80
ACWA/JPIA	09/18/2020	<i>COBRA Dental</i>	229.32
ACWA/JPIA	09/18/2020	<i>COBRA Vision</i>	74.24
Total ACWA/JPIA:			12,274.36
Arcata Stationers			
Arcata Stationers	09/30/2020	<i>Essex office supplies</i>	273.22
Total Arcata Stationers:			273.22
Asbury Environmental Services			
Asbury Environmental Services	09/09/2020	<i>dispose of oily waste- Ruth Slide Gate hydraulic oil</i>	269.38
Total Asbury Environmental Services:			269.38
AT & T			
AT & T	09/16/2020	<i>Eureka/Essex Landline</i>	35.05
AT & T	09/16/2020	<i>Arcata/Essex LandLine</i>	35.05
AT & T	09/16/2020	<i>Samoa/Essex LandLine</i>	235.02
AT & T	09/16/2020	<i>Eureka Office Modem Line</i>	317.12
AT & T	09/16/2020	<i>Eureka Office Alarm Line</i>	142.89
AT & T	09/16/2020	<i>Samoa Booster Pump Station</i>	145.41
AT & T	09/16/2020	<i>Valve Building - Samoa</i>	317.11
AT & T	09/16/2020	<i>Eureka Office</i>	584.21
AT & T	09/16/2020	<i>TRF</i>	370.42
AT & T	09/16/2020	<i>Ruth Hydro Data Line</i>	309.74
AT & T	09/16/2020	<i>Essex office/Modem/Alarm System</i>	309.74
Total AT & T:			2,801.76
AT&T Advertising Solutions			
AT&T Advertising Solutions	09/29/2020	<i>white page listing</i>	21.00
Total AT&T Advertising Solutions:			21.00
AT&T Long Distance			
AT&T Long Distance	09/10/2020	<i>Eureka Office Long Distance</i>	135.66
AT&T Long Distance	09/14/2020	<i>Ruth HQ Long Distance</i>	66.78
AT&T Long Distance	09/14/2020	<i>Samoa Booster Pump Station Long Distance</i>	119.18
AT&T Long Distance	09/14/2020	<i>Essex Control Long Distance</i>	14.14
AT&T Long Distance	09/14/2020	<i>Eureka Office Long Distance</i>	7.08
AT&T Long Distance	09/14/2020	<i>TRF Long Distance</i>	75.34
AT&T Long Distance	09/14/2020	<i>Ruth Hydro/Dataline Long Distance</i>	146.39

Vendor Name	Date Paid	Description	Amount Paid
Total AT&T Long Distance:			564.57
BDI - M&S Arcata			
BDI - M&S Arcata	09/29/2020	Hydrant meter maintenance	74.20
Total BDI - M&S Arcata:			74.20
Citi Cards			
Citi Cards	09/29/2020	Eureka office supplies	108.04
Citi Cards	09/29/2020	Eureka office safety supplies	43.39
Total Citi Cards:			151.43
City of Eureka			
City of Eureka	09/03/2020	Eureka office water/sewer	92.90
City of Eureka	09/03/2020	Eureka office Generator - Permit Fees	613.28
Total City of Eureka:			706.18
Coastal Business Systems Inc.			
Coastal Business Systems Inc.	09/14/2020	Eureka office copy and fax machine	974.56
Total Coastal Business Systems Inc.:			974.56
Eureka Overhead Door Company, Inc			
Eureka Overhead Door Company, Inc	09/29/2020	TRF Line Shed 5	2,100.00
Total Eureka Overhead Door Company, Inc:			2,100.00
Eureka Oxygen			
Eureka Oxygen	09/14/2020	cylinder rental	119.08
Total Eureka Oxygen:			119.08
Eureka-Humboldt Fire Ext.,Co, Inc			
Eureka-Humboldt Fire Ext.,Co, Inc	09/09/2020	Ruth Hydro Fire Extinguisher maintenance	126.08
Eureka-Humboldt Fire Ext.,Co, Inc	09/09/2020	Ruth HQ Fire Extinguisher Maintenance	81.58
Total Eureka-Humboldt Fire Ext.,Co, Inc:			207.66
Fastenal Company			
Fastenal Company	09/30/2020	Pipeline Maintenance - Samoa Booster Pump Station	407.57
Total Fastenal Company:			407.57
FEDEX			
FEDEX	09/30/2020	Plans to Trinity County Planning	18.98
FEDEX	09/30/2020	ship SCBA for Annual Testing	25.65
Total FEDEX:			44.63
Frontier Communications			
Frontier Communications	09/29/2020	Ruth HQ	55.19
Frontier Communications	09/29/2020	Ruth Hydro/Ruth Dataline	178.92

Vendor Name	Date Paid	Description	Amount Paid
Total Frontier Communications:			234.11
GHD			
GHD	09/30/2020	General Engineering - Spillway BRIC NOI	2,842.92
GHD	09/30/2020	General Engineering - Essex	839.27
GHD	09/30/2020	General Engineering - Eureka	326.38
GHD	09/30/2020	Mad River Cross Sections	413.01
Total GHD:			4,421.58
Gilson Company Inc			
Gilson Company Inc	09/30/2020	TRF Sieve Shaker	134.61
Total Gilson Company Inc:			134.61
H.T. Harvey & Associates			
H.T. Harvey & Associates	09/29/2020	Assistance with Streambed Flow Enhancement - Grant	276.25
Total H.T. Harvey & Associates:			276.25
Harbor Freight Tools			
Harbor Freight Tools	09/30/2020	equipment maintenance	16.24
Total Harbor Freight Tools:			16.24
Health Equity Inc			
Health Equity Inc	09/14/2020	HSA Admin Fee - 2 employees	5.90
Health Equity Inc	09/14/2020	HSA Admin Fee 8 employees	23.60
Total Health Equity Inc:			29.50
Hensel Hardware			
Hensel Hardware	09/30/2020	TRF Line Shed 5	196.48
Hensel Hardware	09/30/2020	TRF Line Shed 5	220.45
Hensel Hardware	09/30/2020	maintenance supplies	20.60
Hensel Hardware	09/30/2020	TRF chemical feed pump maintenance	21.59
Hensel Hardware	09/30/2020	TRF Lighting maintenance	121.47
Hensel Hardware	09/30/2020	vehicle maintenance	5.41
Hensel Hardware	09/30/2020	maintenance supplies	47.32
Hensel Hardware	09/30/2020	TRF maintenance	99.62
Total Hensel Hardware:			732.94
Henwood Associates, Inc			
Henwood Associates, Inc	09/03/2020	Consultant Services Agreement - July 2020	238.14
Total Henwood Associates, Inc:			238.14
Humboldt County Treasurer			
Humboldt County Treasurer	09/30/2020	Fund No 3876 Account 800870	45,611.43
Total Humboldt County Treasurer:			45,611.43
Humboldt Fasteners			
Humboldt Fasteners	09/09/2020	Repair Collector 3 security camera	8.76
Humboldt Fasteners	09/30/2020	maintenance shop tools	628.22

Vendor Name	Date Paid	Description	Amount Paid
Total Humboldt Fasteners:			636.98
Humboldt Redwood Company, LLC			
Humboldt Redwood Company, LLC	09/09/2020	<i>Mt Pierce Lease site</i>	285.00
Total Humboldt Redwood Company, LLC:			285.00
Humboldt Waste Management Authority			
Humboldt Waste Management Authority	09/30/2020	<i>non chippable vegetation</i>	243.08
Humboldt Waste Management Authority	09/30/2020	<i>dispose of non burnable waste</i>	88.82
Total Humboldt Waste Management Authority:			331.90
Ian Ivey			
Ian Ivey	09/09/2020	<i>Wellness Grant 2019</i>	32.00
Total Ian Ivey:			32.00
Industrial Electric			
Industrial Electric	09/30/2020	<i>Electrical maintenance supplies</i>	57.07
Total Industrial Electric:			57.07
Johnson's Mobile Rentals LLC			
Johnson's Mobile Rentals LLC	09/09/2020	<i>Samoa Booster PS Gate replacement</i>	41.56
Johnson's Mobile Rentals LLC	09/09/2020	<i>Industrial Water Reservoir Gate replacement</i>	41.56
Total Johnson's Mobile Rentals LLC:			83.12
JTN Energy, LLC			
JTN Energy, LLC	09/03/2020	<i>Consultant Services Agreement - July 2020</i>	238.14
Total JTN Energy, LLC:			238.14
Lui Ahmad			
Lui Ahmad	09/09/2020	<i>Wellness Grant 2020</i>	32.00
Total Lui Ahmad:			32.00
McMaster-Carr Supply			
McMaster-Carr Supply	09/30/2020	<i>Repair TRF chemical feed pump</i>	156.68
McMaster-Carr Supply	09/30/2020	<i>Collector lube oil reservoir replacement</i>	178.36
Total McMaster-Carr Supply:			335.04
Miller Farms Nursery			
Miller Farms Nursery	09/30/2020	<i>building yard maintenance</i>	15.43
Miller Farms Nursery	09/30/2020	<i>Line Shed 4 Security Fencing</i>	142.38
Miller Farms Nursery	09/30/2020	<i>equipment maintenance</i>	76.61
Total Miller Farms Nursery:			234.42
Mitchell, Brisso, Delaney & Vrieze			
Mitchell, Brisso, Delaney & Vrieze	09/09/2020	<i>Legal Services- August 2020</i>	713.00
Mitchell, Brisso, Delaney & Vrieze	09/09/2020	<i>Legal Services- August 2020</i>	62.00
Mitchell, Brisso, Delaney & Vrieze	09/09/2020	<i>Legal Services- August 2020</i>	62.00

Vendor Name	Date Paid	Description	Amount Paid
Total Mitchell, Brisso, Delaney & Vrieze:			837.00
Motion Industries, Inc			
Motion Industries, Inc	09/29/2020	Collector Pump lube oil reservoirs	11,707.12
Total Motion Industries, Inc:			11,707.12
Napa Auto Parts			
Napa Auto Parts	09/30/2020	vehicle maintenance	29.25
Napa Auto Parts	09/30/2020	Unit 11 repair	166.01
Napa Auto Parts	09/30/2020	Unit 11 core deposit	19.53-
Napa Auto Parts	09/30/2020	Unit 6 repair	75.54
Napa Auto Parts	09/30/2020	Unit 6 repair	75.54
Napa Auto Parts	09/30/2020	Unit 6 repair	9.76-
Napa Auto Parts	09/30/2020	Unit 6 repair	9.77-
Total Napa Auto Parts:			307.28
Network Management Services			
Network Management Services	09/29/2020	replace Eureka office UPS	84.43
Network Management Services	09/29/2020	Essential Care Computer Service for Eureka office	1,086.19
Total Network Management Services:			1,170.62
North Coast Railroad			
North Coast Railroad	09/29/2020	TRF Fiber Optic Lease Fee	2,005.23
Total North Coast Railroad:			2,005.23
North Coast Unified Air Quality Mangemen			
North Coast Unified Air Quality Mangemen	09/29/2020	2 MW Generator Annual Permit	1,264.63
North Coast Unified Air Quality Mangemen	09/29/2020	Essex Portable Emergency Pump	482.80
North Coast Unified Air Quality Mangemen	09/29/2020	Essex Emergency Standby Generator	482.84
North Coast Unified Air Quality Mangemen	09/29/2020	Ruth Hydro Emergency Generator	482.82
North Coast Unified Air Quality Mangemen	09/29/2020	TRF Emergency Generator Annual Permit	695.80
Total North Coast Unified Air Quality Mangemen:			3,408.89
Northern California Safety Consortium			
Northern California Safety Consortium	09/03/2020	membership fee	75.00
Total Northern California Safety Consortium:			75.00
Occupational Health Service of Mad River			
Occupational Health Service of Mad River	09/29/2020	DMV physical	236.25
Total Occupational Health Service of Mad River:			236.25
Pacific Gas & Electric Co.			
Pacific Gas & Electric Co.	09/18/2020	Eureka Office	368.71
Pacific Gas & Electric Co.	09/18/2020	Jackson Ranch Rectifier	16.53
Pacific Gas & Electric Co.	09/18/2020	299 Rectifier	137.10
Pacific Gas & Electric Co.	09/18/2020	West End Road Rectifier	138.28
Pacific Gas & Electric Co.	09/18/2020	TRF	3,308.57
Pacific Gas & Electric Co.	09/18/2020	Ruth Hydro Valve Control	31.09
Pacific Gas & Electric Co.	09/18/2020	Ruth Hydro	986.37

Vendor Name	Date Paid	Description	Amount Paid
Pacific Gas & Electric Co.	09/18/2020	<i>Samoa Booster Pump Station</i>	850.74
Pacific Gas & Electric Co.	09/18/2020	<i>Samoa Dial Station</i>	45.53
Pacific Gas & Electric Co.	09/18/2020	<i>Essex Pumping August 1 - 31, 2020</i>	62,820.46
Pacific Gas & Electric Co.	09/29/2020	<i>Ruth HQ</i>	47.61
Pacific Gas & Electric Co.	09/29/2020	<i>Ruth Bunkhouse</i>	51.41
Total Pacific Gas & Electric Co.:			68,802.40
Pacific Paper Co.			
Pacific Paper Co.	09/29/2020	<i>Customer Service Ergonomic Desk</i>	1,253.92
Total Pacific Paper Co.:			1,253.92
PERS			
PERS	09/15/2020	<i>Social Security Administration 218-Annual Fee</i>	400.00
Total PERS:			400.00
Pitney Bowes			
Pitney Bowes	09/21/2020	<i>refill postage meter</i>	500.00
Pitney Bowes	09/29/2020	<i>postage meter lease</i>	256.98
Total Pitney Bowes:			756.98
PitStop Cleaning'			
PitStop Cleaning'	09/30/2020	<i>Eureka office cleaning</i>	80.00
Total PitStop Cleaning':			80.00
Platt Electric Supply			
Platt Electric Supply	09/09/2020	<i>Domestic Water Sample Pump repair</i>	89.17
Platt Electric Supply	09/30/2020	<i>TRF EOC Building Maintenance</i>	96.07
Platt Electric Supply	09/30/2020	<i>Collector 3 Lighting Maintenance</i>	49.26
Platt Electric Supply	09/30/2020	<i>maintenance supplies</i>	68.13
Platt Electric Supply	09/09/2020	<i>Collector 3 security</i>	61.58
Platt Electric Supply	09/30/2020	<i>maintenance supplies</i>	48.10
Total Platt Electric Supply:			412.31
Recology Arcata			
Recology Arcata	09/14/2020	<i>Essex Garbage Service</i>	616.03
Total Recology Arcata:			616.03
Recology Humboldt County			
Recology Humboldt County	09/09/2020	<i>Eureka office garbage/recycling service</i>	91.71
Total Recology Humboldt County:			91.71
Security Lock & Alarm			
Security Lock & Alarm	09/29/2020	<i>TRF Line Shed 5</i>	151.85
Total Security Lock & Alarm:			151.85
Sequoia Construction Specialties			
Sequoia Construction Specialties	09/03/2020	<i>12KV Upgrade</i>	28,880.00

Vendor Name	Date Paid	Description	Amount Paid
Total Sequoia Construction Specialties:			28,880.00
Sherwin-Williams			
Sherwin-Williams	09/30/2020	<i>purchase airless sprayer</i>	150.92
Sherwin-Williams	09/30/2020	<i>equipment maintenance</i>	35.45
Sherwin-Williams	09/30/2020	<i>purchase airless sprayer</i>	18.43
Total Sherwin-Williams:			204.80
Sitestar Nationwide Internet			
Sitestar Nationwide Internet	09/03/2020	<i>Essex Internet</i>	52.90
Total Sitestar Nationwide Internet:			52.90
Staples			
Staples	09/29/2020	<i>Essex office supplies</i>	93.58
Staples	09/29/2020	<i>Eureka office supplies</i>	154.37
Total Staples:			247.95
Streamline			
Streamline	09/14/2020	<i>Website maintenance membership fee</i>	450.00
Streamline	09/30/2020	<i>Website maintenance membership fee</i>	450.00
Total Streamline:			900.00
Sudden Link			
Sudden Link	09/29/2020	<i>Fieldbrook-Glendale CSD Internet</i>	619.38
Sudden Link	09/03/2020	<i>Essex internet</i>	190.96
Sudden Link	09/03/2020	<i>Essex Phones</i>	105.96
Sudden Link	09/03/2020	<i>TRF Internet</i>	23.65
Sudden Link	09/03/2020	<i>TRF Internet - Blue Lake SCADA Monitoring</i>	47.29
Sudden Link	09/03/2020	<i>TRF Internet - Fieldbrook-Glendale CSD</i>	47.29
Sudden Link	09/14/2020	<i>Eureka Internet</i>	208.45
Total Sudden Link:			1,242.98
SurfacePrep			
SurfacePrep	09/29/2020	<i>safety equipment</i>	52.45
Total SurfacePrep:			52.45
Thatcher Company, Inc			
Thatcher Company, Inc	09/30/2020	<i>replenish chlorine</i>	4,675.06
Thatcher Company, Inc	09/30/2020	<i>replenish chlorine - container credit</i>	2,000.00-
Total Thatcher Company, Inc:			2,675.06
The Mill Yard			
The Mill Yard	09/04/2020	<i>Ruth dam survey markers</i>	31.84
The Mill Yard	09/04/2020	<i>Essex Maintenance Shop Roof skylight maint</i>	234.93
The Mill Yard	09/30/2020	<i>Fieldbrook-Glendale CSD service removal</i>	5.31
The Mill Yard	09/30/2020	<i>Repair flag pole</i>	8.13
The Mill Yard	09/30/2020	<i>Collector 2 Rehabilitation</i>	12.97

Vendor Name	Date Paid	Description	Amount Paid
Total The Mill Yard:			293.18
Thomas Law Group			
Thomas Law Group	09/09/2020	Legal Fees - June 2020	5,775.00
Thomas Law Group	09/09/2020	Legal Fees - August 2020	1,050.00
Total Thomas Law Group:			6,825.00
Thrifty Supply			
Thrifty Supply	09/30/2020	TRF N-Poly Installation	532.07
Thrifty Supply	09/30/2020	Chlorine System Maintenance	80.79
Thrifty Supply	09/30/2020	Fieldbrook Road service removal	90.97
Thrifty Supply	09/30/2020	TRF Building Maintenance	75.59
Total Thrifty Supply:			779.42
Times Printing			
Times Printing	09/09/2020	Blue Book Dividers	241.41
Total Times Printing:			241.41
Trinity County Building Department			
Trinity County Building Department	09/09/2020	Permit for Ruth HQ back-up generator	290.00
Total Trinity County Building Department:			290.00
Trinity County General Services			
Trinity County General Services	09/29/2020	Pickett Peak site lease	250.00
Total Trinity County General Services:			250.00
Trinity County Solid Waste			
Trinity County Solid Waste	09/09/2020	Ruth HQ dump fees	31.47
Trinity County Solid Waste	09/09/2020	Ruth Hydro dump fees	31.47
Total Trinity County Solid Waste:			62.94
U.S. Bank Corporate Payment System			
U.S. Bank Corporate Payment System	09/09/2020	Emergency Response Vehicle Magnets	171.94
U.S. Bank Corporate Payment System	09/09/2020	Ruth Hydro Relay Replacement work crew	75.74
U.S. Bank Corporate Payment System	09/09/2020	Ruth HQ dock decking repair work crew	75.74
U.S. Bank Corporate Payment System	09/09/2020	Ruth Hydro Relay Replacement work crew	12.93
U.S. Bank Corporate Payment System	09/09/2020	Ruth HQ dock decking repair work crew	12.93
U.S. Bank Corporate Payment System	09/09/2020	Ruth Hydro Relay Replacement work crew	52.08
U.S. Bank Corporate Payment System	09/09/2020	Sieve Shaker project	1,500.14
U.S. Bank Corporate Payment System	09/09/2020	TRF Break Room Table	64.64
U.S. Bank Corporate Payment System	09/09/2020	Essex office supplies	87.40
U.S. Bank Corporate Payment System	09/09/2020	Ruth HQ work crew supplies	9.98
U.S. Bank Corporate Payment System	09/09/2020	Ruth Hydr work crew supplies	9.98
U.S. Bank Corporate Payment System	09/09/2020	purchase order program monthly invoice	95.60
U.S. Bank Corporate Payment System	09/09/2020	AirMed Insurance	65.00
U.S. Bank Corporate Payment System	09/09/2020	Eureka office equipment	90.95
U.S. Bank Corporate Payment System	09/09/2020	Eureka office supplies	137.68
U.S. Bank Corporate Payment System	09/09/2020	Eureka office supplies	10.68
U.S. Bank Corporate Payment System	09/09/2020	Humboldt Bay office supplies	73.40
U.S. Bank Corporate Payment System	09/09/2020	Fieldbrook-Glendale CSD customer service supplies	187.98

Vendor Name	Date Paid	Description	Amount Paid
U.S. Bank Corporate Payment System	09/09/2020	<i>Eureka office supplies</i>	78.00
U.S. Bank Corporate Payment System	09/09/2020	<i>Tools for testing SATA drives</i>	29.08
U.S. Bank Corporate Payment System	09/09/2020	<i>Essex Laptop Computers</i>	31.88
U.S. Bank Corporate Payment System	09/09/2020	<i>Sieve Shaker project</i>	192.87
U.S. Bank Corporate Payment System	09/09/2020	<i>Ruth Log Boom Inspection Equipment</i>	477.29
U.S. Bank Corporate Payment System	09/09/2020	<i>safety equipment</i>	49.55
U.S. Bank Corporate Payment System	09/09/2020	<i>Computer supplies</i>	100.63
U.S. Bank Corporate Payment System	09/09/2020	<i>Essex Laptop Computers</i>	1,073.44-
U.S. Bank Corporate Payment System	09/09/2020	<i>TRF office supplies</i>	26.94
U.S. Bank Corporate Payment System	09/09/2020	<i>Humboldt Retail customer service supplies</i>	61.71
U.S. Bank Corporate Payment System	09/09/2020	<i>Essex office supplies</i>	27.50
U.S. Bank Corporate Payment System	09/09/2020	<i>Essex office supplies</i>	130.19
U.S. Bank Corporate Payment System	09/09/2020	<i>Ruth Bunkhouse building maintenance</i>	33.38
U.S. Bank Corporate Payment System	09/09/2020	<i>Essex office supplies</i>	5.38
U.S. Bank Corporate Payment System	09/09/2020	<i>Essex Computer supplies</i>	260.91
U.S. Bank Corporate Payment System	09/09/2020	<i>Essex office supplies</i>	23.97-
U.S. Bank Corporate Payment System	09/09/2020	<i>Employee recognition</i>	119.28
Total U.S. Bank Corporate Payment System:			3,261.97
USTI, Inc			
USTI, Inc	09/16/2020	<i>ebill charges Humboldt Bay retail-Old Billing system</i>	3.92
Total USTI, Inc:			3.92
Valley Pacific Petroleum Servi, Inc			
Valley Pacific Petroleum Servi, Inc	09/14/2020	<i>cardlock fuel - pumping & control</i>	396.43
Valley Pacific Petroleum Servi, Inc	09/14/2020	<i>cardlock fuel - Water Quality</i>	396.43
Valley Pacific Petroleum Servi, Inc	09/14/2020	<i>cardlock fuel - Maintenance</i>	396.42
Valley Pacific Petroleum Servi, Inc	09/14/2020	<i>cardlock fuel - Humboldt Bay Retail</i>	103.07
Valley Pacific Petroleum Servi, Inc	09/14/2020	<i>cardlock fuel - Fieldbrook-Glendale CSD customer service</i>	293.35
Valley Pacific Petroleum Servi, Inc	09/30/2020	<i>Fuel Ruth HQ - Bulk</i>	262.82
Valley Pacific Petroleum Servi, Inc	09/30/2020	<i>Fuel Ruth Hydro - Bulk</i>	262.82
Valley Pacific Petroleum Servi, Inc	09/30/2020	<i>Ruth Hydro Generator Fuel</i>	343.12
Total Valley Pacific Petroleum Servi, Inc:			2,454.46
Verizon Wireless			
Verizon Wireless	09/11/2020	<i>General Manager</i>	38.79
Verizon Wireless	09/11/2020	<i>Customer Service - Humboldt Bay</i>	14.65
Verizon Wireless	09/11/2020	<i>Customer Service - Fieldbrook-Glendale CSD</i>	41.71
Verizon Wireless	09/11/2020	<i>Operations I</i>	.23
Verizon Wireless	09/11/2020	<i>Ruth Area</i>	19.06
Verizon Wireless	09/11/2020	<i>Ruth Hydro</i>	19.06
Verizon Wireless	09/11/2020	<i>Customer Service IPad-Humboldt Bay</i>	9.88
Verizon Wireless	09/11/2020	<i>Customer Service IPad - Fieldbrook-Glendale CSD</i>	28.13
Total Verizon Wireless:			171.51
Wahlund Construction			
Wahlund Construction	09/29/2020	<i>dispose of AC pipe from County's culvert project in Fieldbrook</i>	2,000.00
Total Wahlund Construction:			2,000.00
Wes Green Landscaping			
Wes Green Landscaping	09/30/2020	<i>Dispose of Essex Corporation Green Waste</i>	110.00
Wes Green Landscaping	09/30/2020	<i>Dispose of non chippable debris</i>	55.00

Vendor Name	Date Paid	Description	Amount Paid
Total Wes Green Landscaping:			<u>165.00</u>
Western States Oil Company			
Western States Oil Company	09/09/2020	Collector oil	1,602.70
Western States Oil Company	09/09/2020	diesel equipment oil	1,062.36
Total Western States Oil Company:			<u>2,665.06</u>
Grand Totals:			<u><u>239,992.67</u></u>

Position Title	2-01 Overtime Emp Hrs	2-01 Overtime Emp Amt	2-02 Doubletime Emp Hrs	2-02 Doubletime Emp Amt
Customer Srvc	.50	\$17	.00	\$0
Actg/HR Spec	.50	\$37	.00	\$0
Actg/HR Assit	.75	\$35	.00	\$0
Total ADMIN:	1.75	\$89	.00	\$0
Elec & Ins Tech	3.75	\$218	.00	\$0
Elec & Ins Tech	2.00	\$105	.00	\$0
Oper & Mnt Tech	4.00	\$182	.00	\$0
Oper & Mnt Tech	1.00	\$54	.00	\$0
Total ESSEX:	10.75	\$560	.00	\$0
Hydro Oper Ruth	1.00	\$49	.00	\$0
Total RUTH:	1.00	\$49	.00	\$0
Grand Totals:	13.50	\$698	.00	\$0



COUNTY OF HUMBOLDT

**JOHN BARTHOLOMEW
TREASURER-TAX COLLECTOR**

825 FIFTH STREET ROOM 125
EUREKA, CALIFORNIA 95501

PHONE: 707-476-2450
FAX: 707-445-7608
TOLL FREE: 877-448-6829
EMAIL: taxinfo@co.humboldt.ca.us

Subject: Interest Apportionment Rate and Other Considerations

September 3, 2020

Honorable Board Members,

Your fund balances in the County Treasury from January through March (Fiscal 19/20 3rd Quarter) earned an annualized interest rate of 1.59%. For comparison purposes, the LAIF (Local Agency Investment Fund) rate was 2.03%.

As a look back the Fed's reduced the Fed Funds rate 50bps on March 3, and 100bps on March 16 as COVID-19 was finally recognized as a severe economic threat. The Federal Government followed up the interest rate reduction by monetizing 3 Trillion dollars of debt through the Federal Reserve to prop up the economy when 'Shelter-in-Place' orders became mandated in most states.

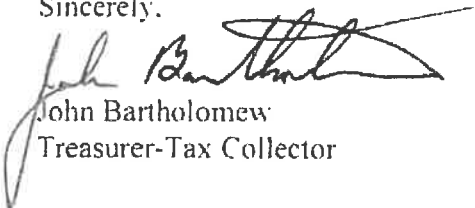
To give perspective on how interest rates effect authorized treasury pool investments, the longest-term maturity we can purchase per state code is 5 years, and as of today the 5 Year Treasury Rate is at 0.26%, compared to 1.35% last year. Incidentally, the long-term average of 5 Year rates is 3.89%.

Reducing interest rates has been the primary action, or tool, the Fed's have used for stimulating the economy during recent recessionary periods. They do this because lower interest rates make it less costly to borrow money, which in turn incentivizes people and industry to borrow more money or restructure existing debt. The Fed Funds rate on August 1, 2019 was 2.25%. Following the above reductions, the current "target rate" as of August 1, 2020 was 0.00 - 0.25%. Now what? These are difficult times.

Sorry this report is later than normal, but this office can only apportion interest once the Auditor's office closes the books each quarter; hence the delay.

As always, our goals are Safety, Liquidity and Yield. Let us know how we may be of service.

Sincerely,


John Bartholomew
Treasurer-Tax Collector

Humboldt County Treasury Team:

Whitney Morgan - Treasury Assistant
Amy Christensen - Treasury Assistant

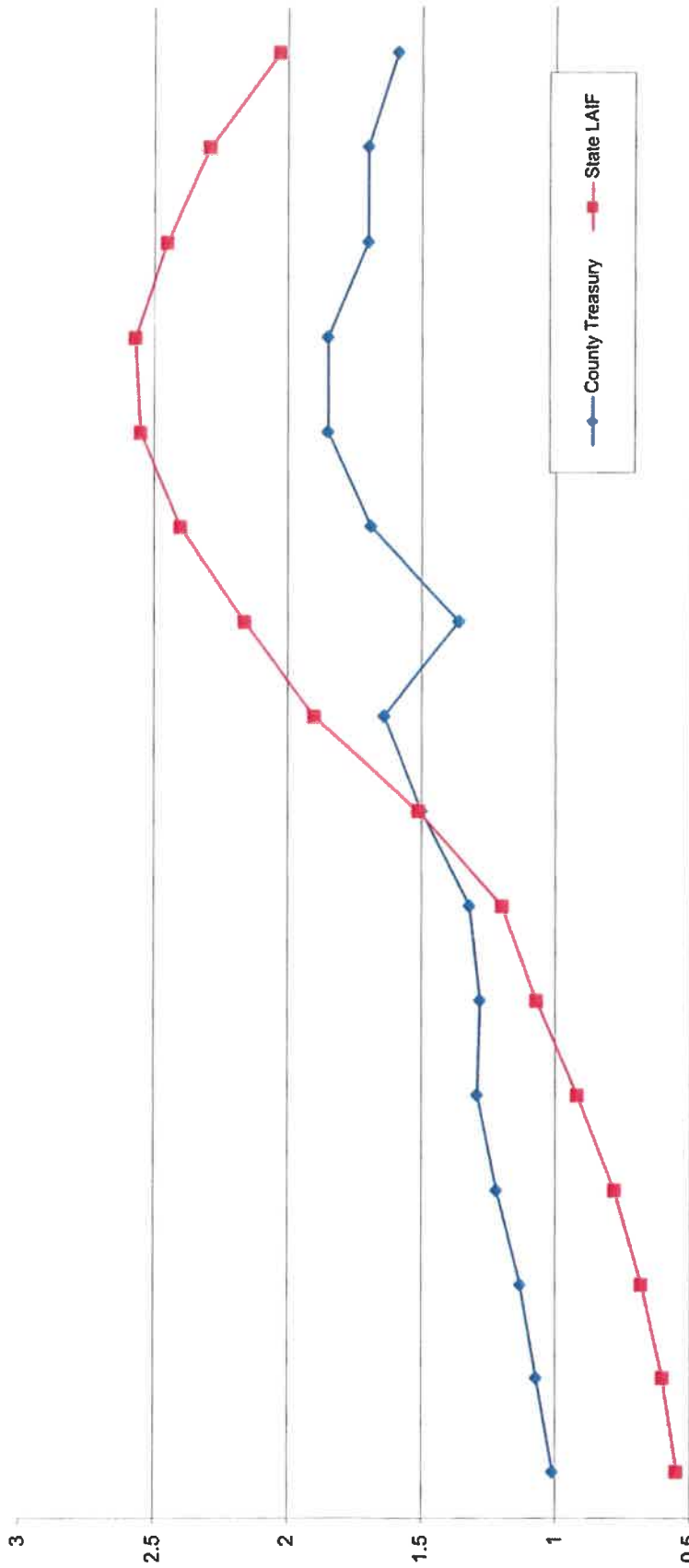
H.B.M.W.D. SEP - 3 2020
via email

FUND BALANCES
 Allocation Account Activity
 April 1, 2020 - April 1, 2020

January - March 2020 Interest

Account	Fund	Security ID	Current Transaction Rate	Transaction Date	Receipt	Trans. Type	Contributions / Transfer In	Disbursements / Transfer Out / Fees	Allocated Earnings	Balance
Fund Participant										
2710	2710	SYS								
	<i>17% Taxes</i>		1.589	04/01/2020		Alloc/Fee			1,166.69	-24,679.25
	Subtotal and Ending Balance		1.589				0.00	0.00	1,166.69	-23,512.56
2711	2711	2711								
	<i>MSRA Reserve</i>		1.589	04/01/2020		Alloc/Fee			22.78	5,749.79
	Subtotal and Ending Balance		1.589				0.00	0.00	22.78	5,772.57
2712	2712	2712								
	<i>ReMat</i>		1.589	04/01/2020		Alloc/Fee			687.83	4,366.44
	Subtotal and Ending Balance		1.589				0.00	0.00	687.83	5,044.27
3873	3873	3873								
	<i>Investment Account</i>		1.589	04/01/2020		Alloc/Fee			4,385.16	13,668.80
	Subtotal and Ending Balance		1.589				0.00	0.00	4,385.16	18,043.96
3874	3874	3874								
	<i>Dw FP</i>		1.589	04/01/2020		Alloc/Fee			445.57	2,054.81
	Subtotal and Ending Balance		1.589				0.00	0.00	445.57	2,500.38
3876	3876	3876								
	<i>SRF Payment</i>		1.589	04/01/2020		Alloc/Fee			252.65	5,668.91
	Subtotal and Ending Balance		1.589				0.00	0.00	252.65	5,921.76

Comparison of County Treasury and State LAIF Investment Earning Rates
 April 2016 - March 2020



OPERATIONS

Memo to: HBMWD Board of Directors
From: Dale Davidsen, Superintendent
Date: September 30, 2020
Subject: Essex/Ruth September 2020 Operational Report

Upper Mad River, Ruth Lake, and Hydro Plant

1. There was no flow at Mad River above Ruth Reservoir (Zenia Bridge) this month.
2. The conditions at Ruth Lake for September were as follows:

The lake level on September 29th was 2643.89 feet which is:

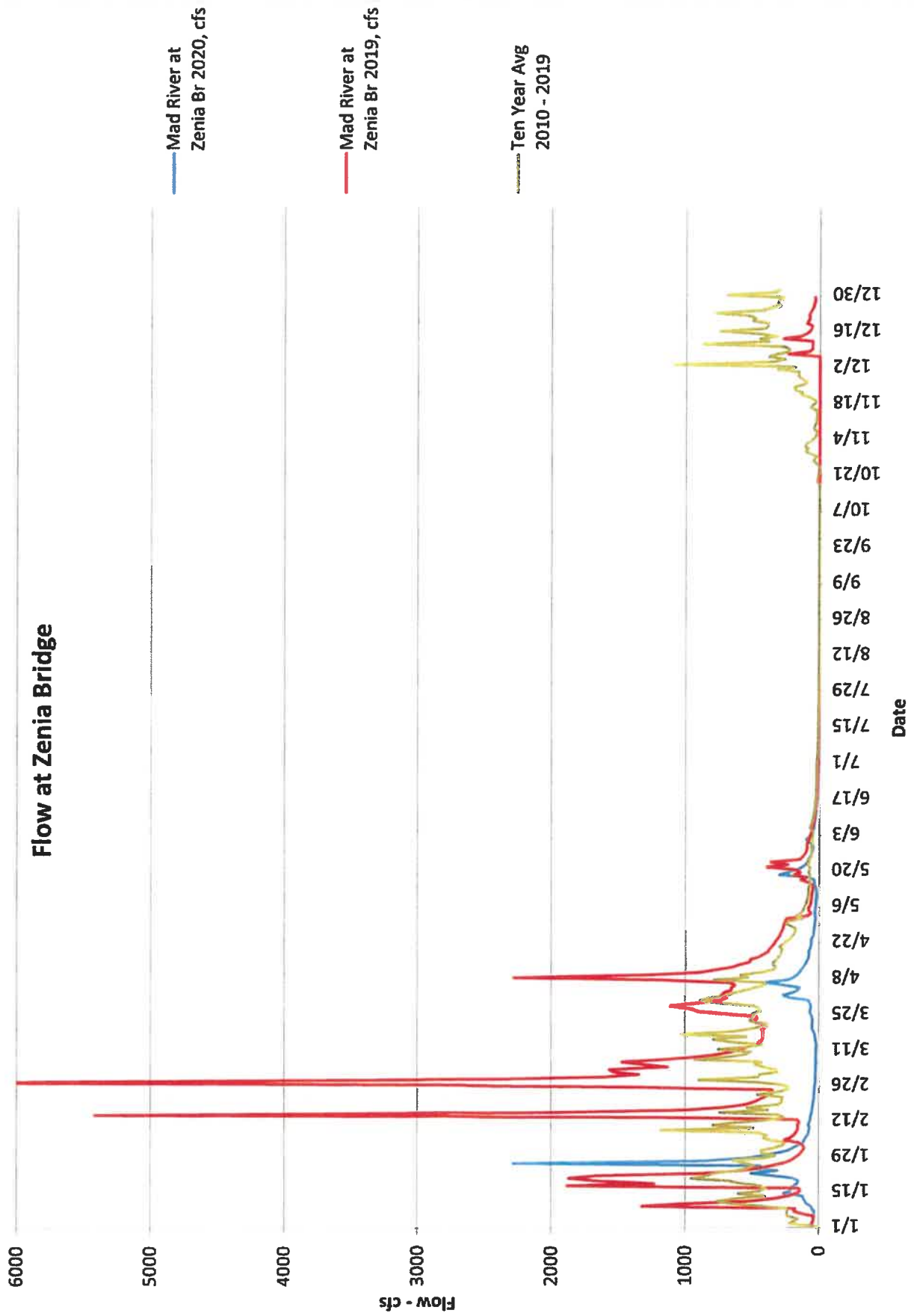
- 2.82 feet lower than August 31st, 2020
 - 2.30 feet higher than September 29th, 2019
 - 2.81 feet higher than the ten year average
 - 10.11 feet below the spillway
3. There were 0.03 inches of recorded rainfall for September at Ruth Headquarters.
 4. Ruth Hydro produced 129600 KWh in September.
 5. The discharge from the lake averaged 41 cfs with a high of 44 cfs on September 25th.

Lower Mad River, Winzler Control, and TRF

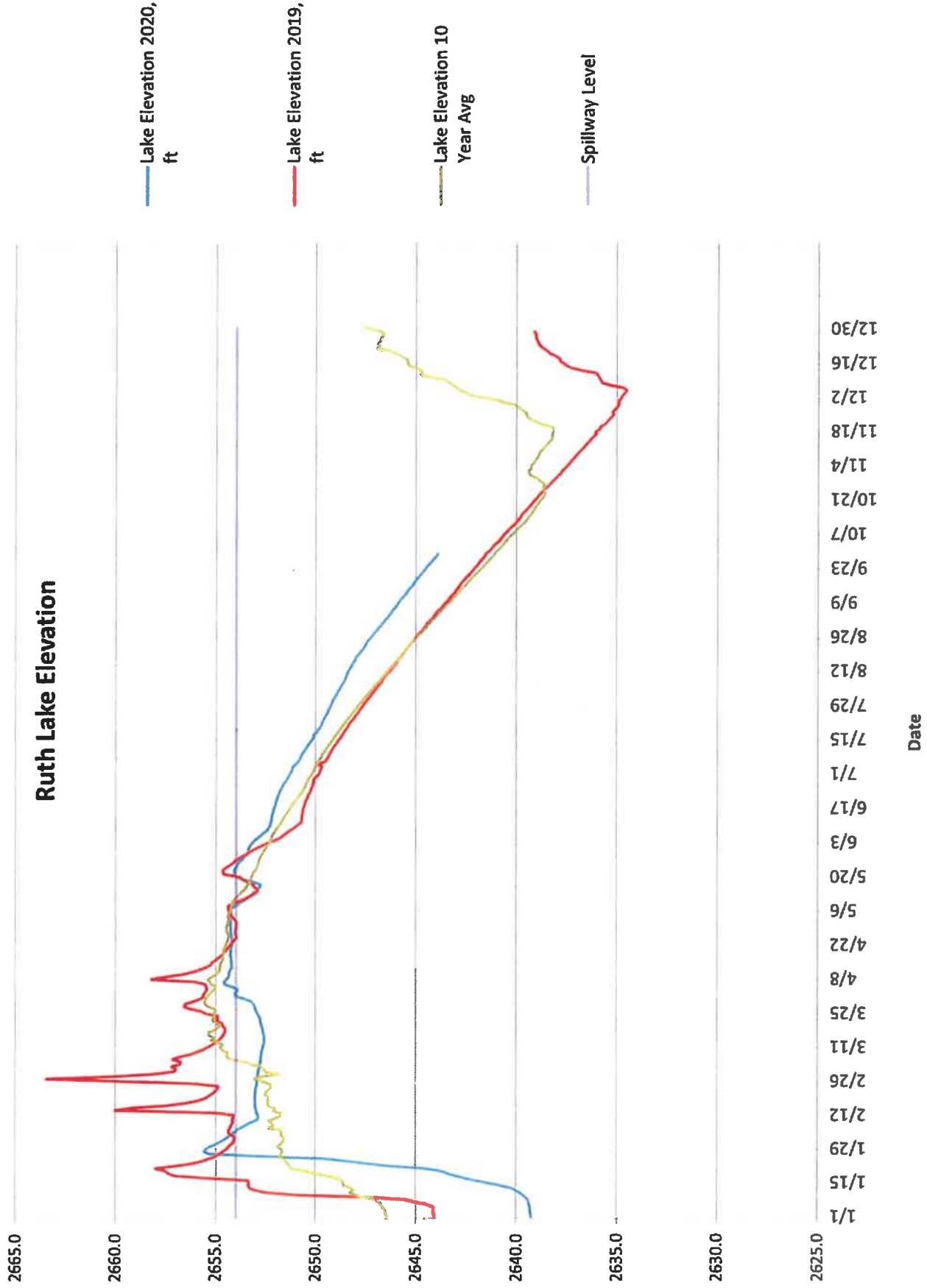
6. The river at Winzler Control Center for September had an average flow of 42 cfs. The river flow reached a high flow of 46 cfs on September 11th and 14th.
7. The domestic water conditions were as follows:
 - The monthly turbidity average was 0.11 NTU, which meets Public Health Secondary Standards.
 - For September (up to the 29th), we pumped 262.104 million gallons at an average of 8.843 MGD.
 - The maximum metered daily municipal use was 10.222 MGD on September 16th.
 - The Turbidity Reduction Facility is shut down for the summer since May 27th.
8. Sept 6th – Fires at Ruth spreading rapidly. Started texting and talking Larry often for updates.
9. Sept 7th – Shut down hydro plant for planned PSPS event.

10. Sept 8th – Evacuated Headquarters due to fire and heavy smoke. Larry staying at Hydro plant
11. Sept 9th
 - PG&E PSPS event over, plant back online at 1830.
 - Scott Gilbreath, District Engineer with SWQCB called to see how we were doing with the fires at Ruth.
 - 90 day commercial vehicle inspections
12. Sept 15th – evacuations lifted at Ruth.
13. Sept 16th – Safety meetings
 - PPE
 - Blood borne pathogens
14. Sept 21st – First aid / CPR training at NCSC for 3 Essex staff.
15. Sept 22nd & 23rd - 10 Hr. OSHA safety training for 3 Essex staff.
16. Sept 28th – Fires flared up at Ruth again. All of Ruth area evacuated. Hydro plant shutdown.
17. Sept 29th
 - Collector 2 - Dive team in for mapping collector in prep for planning lateral replacement
 - Collector 4 – Cat work to rebuild crane pad for annual maintenance
18. Current and Ongoing Projects
 - COVID 19 – Still dealing with modified staffing arrangements as best we can. It appears that this is never going to end. We have now added Plexiglas barriers between shared operations desk stations at Essex and for staff at the TRF.
 - Working with agencies and staff on fire assessment and damage at Ruth.
 - 12kV project. – Retaining wall poured.
 - TRF line shed construction. - Complete
 - TRF annual maintenance - Complete
 - Routine annual equipment maintenance and services.

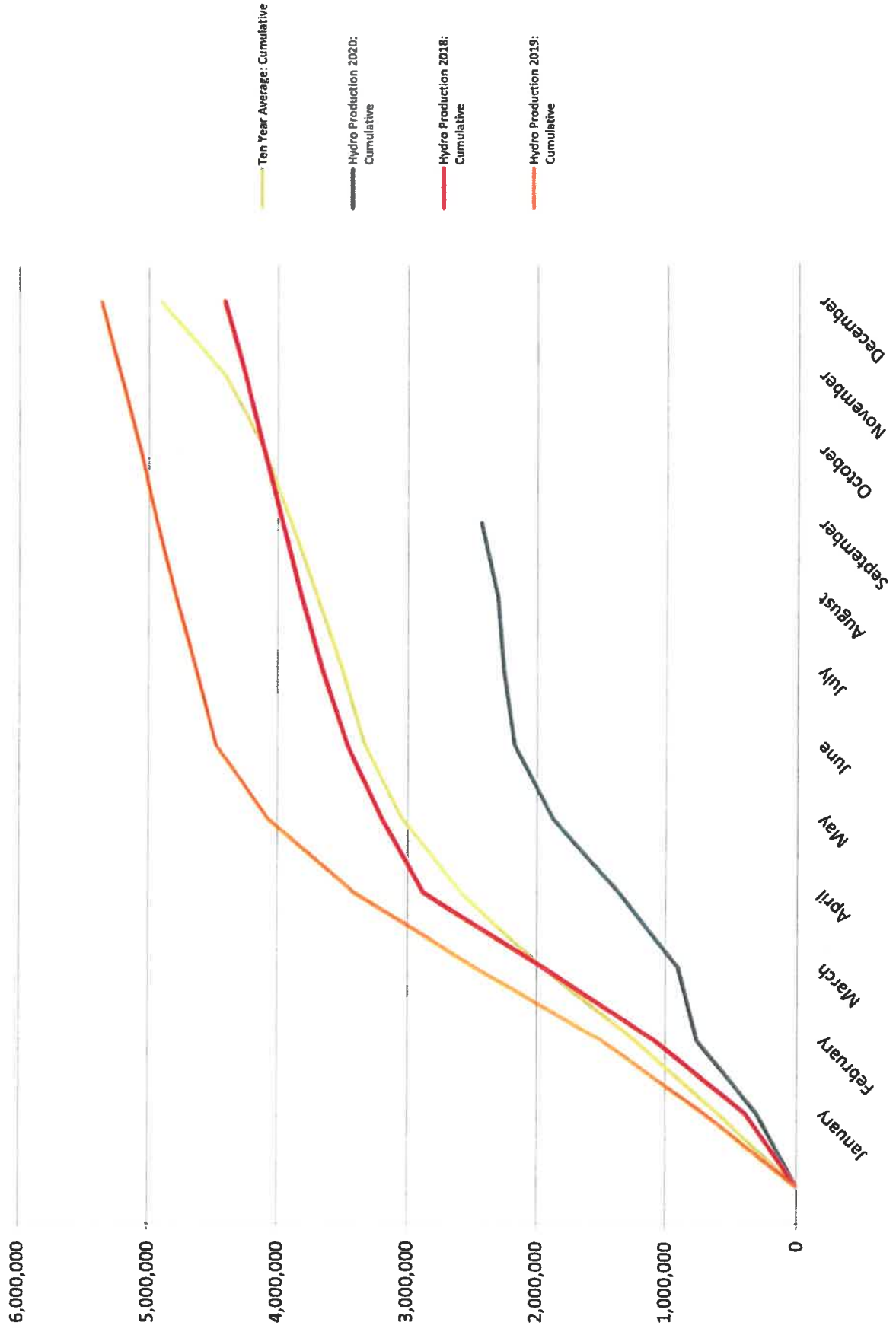
Flow at Zenia Bridge

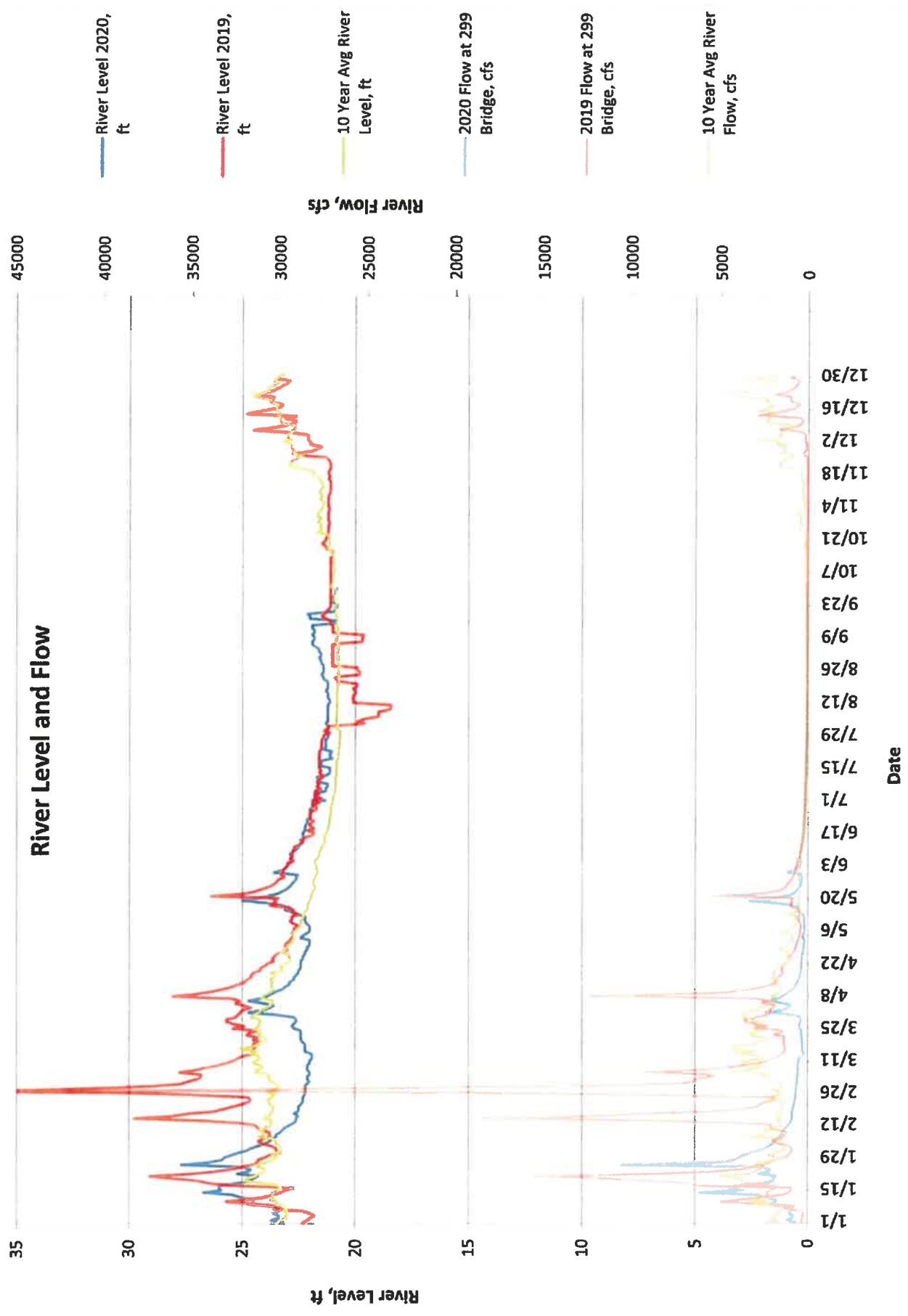


Ruth Lake Elevation

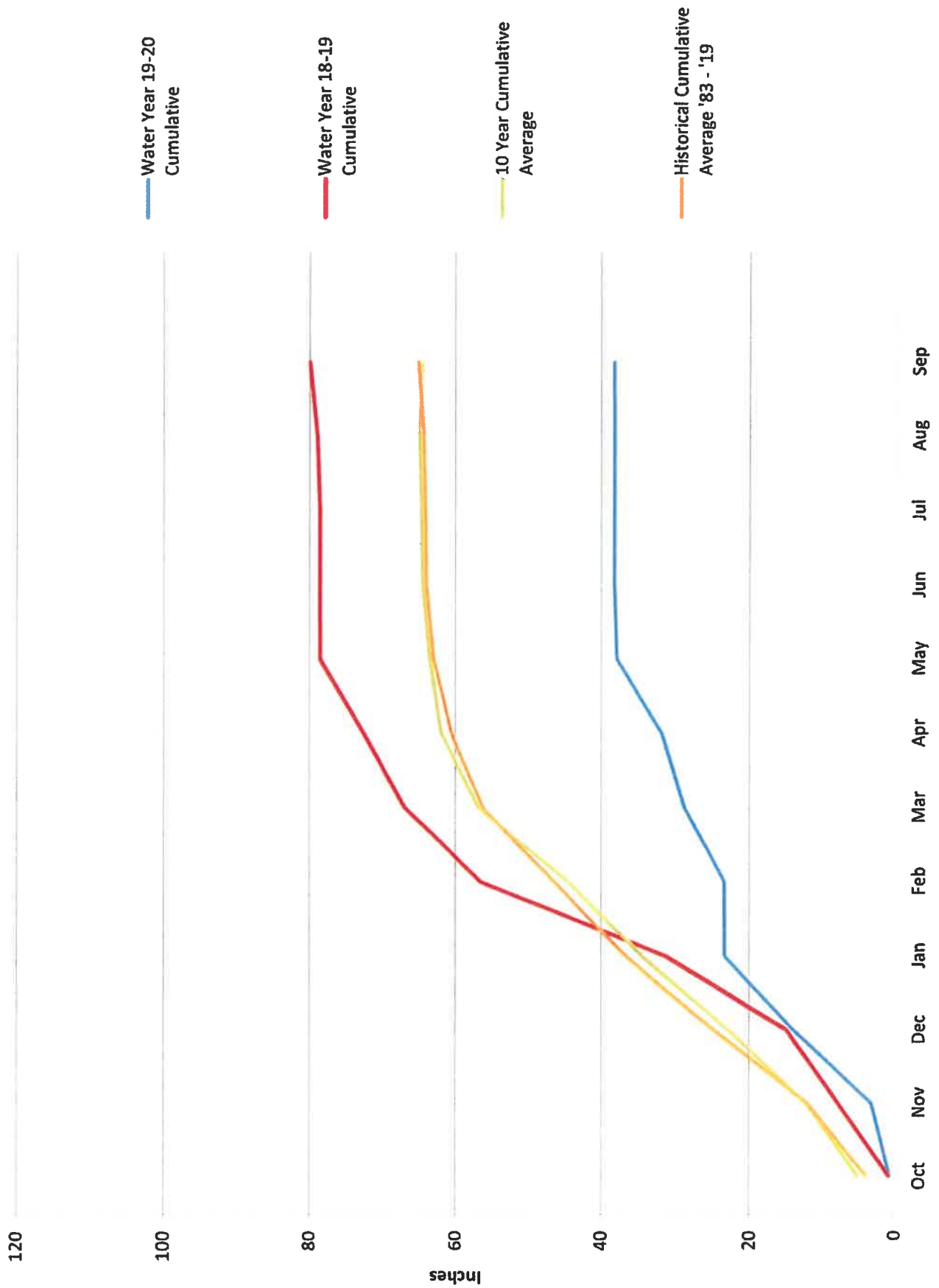


Ruth Hydro Production: kW per Month





Ruth Rainfall - Water Year 2019-2020



RCEA/RREDC



BOARD OF DIRECTORS MEETING AGENDA

September 24, 2020 -Thursday, 3:30 p.m.

COVID-19 NOTICE

RCEA AND HUMBOLDT BAY MUNICIPAL WATER DISTRICT OFFICES WILL NOT BE OPEN TO THE PUBLIC FOR THIS MEETING

Pursuant to the Governor's Executive Order [N-29-20](#) of March 17, 2020, and the Humboldt County Health Officer's March 30, 2020, [Shelter-in-Place Order](#), the RCEA Board of Directors meeting will not be convened in a physical location. Board members will participate in the meeting via an online Zoom video conference.

To listen to the meeting by phone, call (669) 900-6833 or (253) 215-8782. Enter webinar ID: 819 7236 8051. **To watch the meeting online**, join the Zoom webinar at <https://us02web.zoom.us/j/81972368051>.

You may submit written public comment before and during the meeting by email to PublicComment@redwoodenergy.org. Please identify the agenda item number in the **subject line**. Comments received before the agenda item is heard will be read into the record, with a maximum allowance of approximately 500 words per comment. Comments received after the agenda item is heard and before the meeting's end will be included in the meeting record but not read aloud during the meeting.

To make a comment during the public comment periods, raise your hand in the online Zoom webinar, or press star (*) 9 on your phone to raise your hand. You will continue to hear the meeting while you wait. When it is your turn to speak, a staff member will unmute your phone or computer. You will have 3 minutes to speak.

While downloading the Zoom application may provide a better meeting experience, Zoom does **not** need to be installed on your computer to participate. After clicking the webinar link above, click "start from your browser."

In compliance with the Americans with Disabilities Act, any member of the public needing special accommodation to participate in this meeting should call (707) 269-1700 or email Ltaketa@redwoodenergy.org at least 3 business days before the meeting. Advance notice enables RCEA staff to make their best effort to reasonably accommodate access to this meeting while maintaining public safety.

Pursuant to Government Code section 54957.5, all writings or documents relating to any item on this agenda which have been provided to a majority of the Board of Directors, including those received less than 72 hours prior to the RCEA Board meeting, will be made available to the public at www.redwoodenergy.org.

OPEN SESSION Call to Order

1. REPORTS FROM MEMBER ENTITIES

2. ORAL COMMUNICATIONS

This time is provided for people to address the Board or submit written communications on matters not on the agenda. At the conclusion of all oral communications, the Board may respond to statements. Any request that requires Board action will be set by the Board for a future agenda or referred to staff.

3. CONSENT CALENDAR

All matters on the Consent Calendar are considered to be routine by the Board and are enacted in one motion. There is no separate discussion of any of these items. If discussion is required, that item is removed from the Consent Calendar and considered separately. At the end of the reading of the Consent Calendar, Board members or members of the public can request that an item be removed for separate discussion.

3.1 Approve Minutes of August 27, 2020, Board Meeting.

3.2 Approve Disbursements Report.

3.3 Accept Financial Reports.

3.4 Approve Conflict of Interest Waiver for Braun Blasing Smith and Wynne, P.C. to Represent RCEA on a Ten-Year Resource Adequacy Sales Contract for 0.6 MW of Capacity from the Sandrini Sol 1 Solar Project with the Regents of the University of California.

Approve Ten-Year Resource Adequacy Sales Contract for 0.6 MW of Capacity from the Sandrini Sol 1 Solar Project with the Regents of the University of California, and Authorize the Executive Director to Execute All Applicable Documents.

3.5 Appoint Katherine Gurin and Roger Hess to the Community Advisory Committee for the Remainder of Two Terms Ending on April 13, 2021, and April 12, 2022, Respectively.

3.6 Approve Resolution 2020-6 Approving the Form of and Authorizing the Execution of a Memorandum of Understanding and Authorizing Participation in the Public Agency Coalition Enterprise (PACE) Medical Benefits Program, and

Resolution 2020-7 Designation of the Official Representative and Alternate Representative to the PACE JPA Board of Directors and Authorize the Executive Director to Sign All Applicable Documents.

3.7 Approve Addition of Milestones to Contract with Leapfrog Power, Inc.

4. REMOVED FROM CONSENT CALENDAR ITEMS

Items removed from the Consent Calendar will be heard under this section.

COMMUNITY CHOICE ENERGY (CCE) BUSINESS (Confirm CCE Quorum)

Items under this section of the agenda relate to CCE-specific business matters that fall under RCEA's CCE voting provisions, with only CCE-participating jurisdictions voting on these matters with weighted voting as established in the RCEA joint powers agreement.

5. OLD CCE BUSINESS

5.1. DG Fairhaven Update (Information only)

5.2. 2021 REpower+ Portfolio

Approve Proposed REpower+ Portfolio Starting in 2021 Consisting of Carbon-Free RPS Resources.

6. **NEW CCE BUSINESS** – None.

END OF COMMUNITY CHOICE ENERGY (CCE) BUSINESS

7. OLD BUSINESS

7.1. Feed-In Tariff Program

Approve a 20-Year Power Purchase Agreement with RPCA Solar 5, LLC for the 990 kW Hatchery Road C Solar Project, and Authorize RCEA's Executive Director to Execute All Applicable Documents.

Approve a 20-Year Power Purchase Agreement with RPCA Solar 5, LLC for the 990 kW Hatchery Road D Solar Project, and Authorize RCEA's Executive Director to Execute All Applicable Documents.

7.2. Update by Schatz Energy Research Center Staff on the Airport Microgrid Project (Information only)

8. **NEW BUSINESS** – None.

9. STAFF REPORTS

9.1. Report by Executive Director Matthew Marshall on Grid Reliability and the Power Charge Indifference Adjustment Customer Fee

10. FUTURE AGENDA ITEMS

Any request that requires Board action will be set by the Board for a future agenda or referred to staff.

11. ADJOURNMENT

NEXT REGULAR MEETING

Thursday, October 22, 2020, 3:30 p.m.

In accordance with Executive Order N-29-20

the RCEA Board of Directors meetings will be held virtually until further notice.



BOARD OF DIRECTORS MEETING MINUTES

August 27, 2020 - Thursday, 3:30 p.m.

Notice of this meeting was posted on August 22, 2020. Vice Chair Estelle Fennell called a regular meeting of the Board of Directors of the Redwood Coast Energy Authority to order on the above date at 3:32 p.m., stating that the teleconference meeting was being conducted pursuant to Brown Act waivers included in Governor Newsom's COVID-19 State of Emergency Executive Order [N-29-20](#) of March 17, 2020, and the Humboldt County Health Officer's March 30, 2020, [Shelter-in-Place Order](#). Vice Chair Fennell stated that the posted agenda contained public teleconference meeting participation instructions.

PRESENT: Chair Austin Allison (arrived 3:40 p.m.), Stephen Avis, Chris Curran, Vice Chair Estelle Fennell, Dean Glaser, David Grover, Frank Wilson, Michael Winkler, Sheri Woo.
ABSENT: None. **STAFF AND CONSULTANTS PRESENT:** General Counsel Nancy Diamond, Power Resources Director Richard Engel, Power Resources Manager Jocelyn Gwynn, Executive Director Matthew Marshall, Accounts Services Manager Mahayla Slackerelli, Community Strategies Manager Nancy Stephenson, Board Clerk Lori Taketa.
OTHERS PRESENT: Leapfrog Chief Development Officer Andrew Hoffman, Viridity Energy Solutions Western U.S. Director of Business Development Mark Stout.

REPORTS FROM MEMBER ENTITIES

Directors Avis, Wilson, Winkler and Woo reported that their cities and agency were applying for Self-Generation Incentive Program funds to help pay for, or fully cover the costs of, solar power battery storage at wastewater treatment plants, a water pump station and a turbidity reduction facility.

Director David Grover reported that he will be on the ballot in the upcoming Trinidad City Council election.

Director Michael Winkler reported that he participated in a recent CalCCA meeting for elected officials where he learned of potentially large exit fee increases in San Diego Gas & Electric's service area. Director Winkler stated that it was important to address this matter.

Director Sheri Woo reported that the Humboldt Bay Municipal Water District Board received a presentation by Executive Director Marshall on the district's large rise in power expenses.

Chair Austin Allison joined the meeting at 3:40 p.m. due to computer difficulties. Vice Chair Fennell agreed to continue facilitating the meeting.

Vice Chair Fennell requested more information on differing power levels available during heat events mentioned in a recent CAISO briefing, and on managing the current electrical grid with its large percentage of renewable energy.

ORAL COMMUNICATIONS

No member of the public made a comment.

CONSENT CALENDAR

- 3.1 Approve Minutes of July 23, 2020, Board Meeting.
- 3.2 Approve Disbursements Report.
- 3.3 Accept Financial Reports.
- 3.4 Approve Ten-Year Resource Adequacy Sales Contract for 0.6 MW of Capacity from the Sandrini Sol 1 Solar Project with the Regents of the University of California, and Authorize the Executive Director to Execute All Applicable Documents.
- 3.5 Approve a 20-year Power Purchase Agreement with the Marshall Ranch, LLC for the 430 kW Marshall Ranch Solar Array Project, and Authorize RCEA's Executive Director to Execute All Applicable Documents.
- 3.6 Approve Ground Lease Agreement with the County of Humboldt for an Area Located at the California Redwood Coast-Humboldt County Airport for the Airport Microgrid Project, Contingent on FAA Approval; Authorize the Executive Director and General Counsel to Approve Any FAA Recommendations that are Consistent with the MOU Entered into March 19, 2019, Between the County of Humboldt, Redwood Coast Energy Authority, and the Humboldt State University Sponsored Programs Foundation / Schatz Energy Research Center; and, Authorize the Executive Director to Execute All Applicable Documents.
- 3.7 Accept Quarterly Budget Report.

There was no public comment or director discussion of consent calendar items. Executive Director Marshall requested tabling item 3.4 until the September meeting when the contract would be ready for review and removing item 3.5 to allow staff to give a brief report.

M/S: Grover, Winkler: Approve consent calendar items except 3.4 and 3.5.

The motion passed with a unanimous roll call vote. Ayes: Allison, Avis, Curran, Fennell, Glaser, Grover, Wilson, Winkler, Woo. Noes: None. Absent: None.

REMOVED FROM CONSENT CALENDAR ITEMS

Account Services Manager Mahayla Slackerelli reported on the Marshall Ranch's feed-in-tariff program application. Sale of electricity generated by their 430 kW solar array in Briceland will help fund the project's Redwood Creek flow enhancement work to improve

coho and steelhead salmon habitat. Redwood Creek is a tributary to the south fork of the Eel River. The solar project is expected to be operational in November of 2021.

The directors expressed support for the project, stating that it set a good example for achieving self-sufficiency and was very timely.

There were no responses to Vice Chair Fennell's invitation for public comment. Vice Chair Fennell closed the public comment period.

M/S: Avis, Glaser: Approve consent calendar item 3.5.

The motion passed with a unanimous roll call vote. Ayes: Allison, Avis, Curran, Fennell, Glaser, Grover, Wilson, Winkler, Woo, Noes: None. Absent: None.

COMMUNITY CHOICE ENERGY (CCE) BUSINESS

Vice Chair Fennell confirmed that a quorum was present to conduct CCE business.

OLD CCE BUSINESS

6.1. 2020 Integrated Resource Plan Approval

Power Resources Manager Jocelyn Gwynn reported on RCEA's Integrated Resource Plan, a year-by-year plan to meet customer electricity load for the next ten years that is required by the California Public Utilities Commission (CPUC). RCEA's plan fits into a statewide plan that considers the intermittent nature of renewable energy supply, introduction of new energy sources to the grid and retirement of older resources. Load-serving entities (LSEs) were required to create two power portfolios meeting their respective share of two statewide greenhouse gas (GHG) emission targets for the electric sector, 46 MMT and 38 MMT. The lower emissions target is close to, but higher than, a portfolio reflecting RCEA's goals and strategic plan. Staff recommended Board approval of the lower-than-38 MMT emission portfolio as the agency's procurement plan.

Staff worked with The Energy Authority to analyze potential power portfolios that include current long-term contracts and Board-approved programs. Staff's recommended portfolio includes reliable energy sources such as biomass and small hydro, sources with fewer likely implementation barriers, and a moderate amount of offshore wind. Manager Gwynn explained that this year's sale of 50,000 MWh due to COVID-reduced customer load lowered GHG emissions and thereby caused an apparent emission increase in future years, when biomass is assumed to be part of RCEA's portfolio. The recommended portfolio's total emissions are still below the CPUC's 2030 CO2 benchmark. The 2026 to 2030 criteria pollutant emissions increase is caused by a higher percentage of intermittent renewable resources which may trigger a reliance on unspecified system power, often from natural gas, to meet evening peak energy demand. The plan development process description will be posted on the RCEA website.

The directors expressed concern with CPUC-assigned benchmarks, commended staff for meeting those targets, and inquired about current and potential long-duration storage technologies. Director Woo stated that the Humboldt Bay Municipal Water District received

inquiries about pumped water storage in the county. The geography around the Ruth Lake dam does not allow for this type of long-term storage.

Vice Chair Fennell invited public comment. No member of the public commented and Vice Chair Fennell closed the public comment period.

M/S: Grover, Winkler: Adopt Resolution No. 2020-5 Approving the 2020 Integrated Resource Plan Portfolios.

The motion passed with a unanimous roll call vote. Ayes: Allison, Avis, Curran, Fennell, Glaser, Grover, Wilson, Winkler. Noes: None. Absent: None. Non-Voting: Woo.

END OF COMMUNITY CHOICE ENERGY (CCE) BUSINESS

OLD BUSINESS

7.1 Long-Term Resource Adequacy Contracts with Ormat/Viridity Energy Solutions and Leapfrog Power

Power Resources Director Richard Engel explained that the CPUC directed all California LSEs to procure incremental resource adequacy (RA), or energy-generating capacity beyond resources already on the CPUC's baseline list. LSEs must procure different amounts of RA by 2021, 2022, and 2023 deadlines. Staff partnered with Valley Clean Energy (VCE), the Yolo County community choice aggregator, in RCEA's first joint-procurement solicitation. Two very different companies were selected based on financial experience, credit worthiness, expected impacts, economic benefit and their ability to diversify RCEA's and VCE's portfolios. Director Engel and company representatives described the proposals.

Leapfrog Power lowers its residential and non-residential customers' electricity use in response to peak demand periods by controlling their smart thermostats, HVAC systems, EV chargers and water pumps. Leapfrog aggregates and bids this resource into the California energy market. Demand-response payments are sent to Leapfrog's customers, some of whom reside in RCEA and VCE service areas. Leapfrog Chief Development Officer Andrew Hoffman expressed a desire to see Leapfrog's product fill intermittent resource gaps. Leapfrog does not currently aggregate heat pump water heaters because many units would be required to have a significant aggregate impact, due to these devices' high efficiency.

Viridity Energy Solutions, a subsidiary of the 55-year-old renewable independent power producer Ormat, is developing the Tierra Buena utility-scale battery storage project on roughly one-third of an acre in Sutter County. Director of Business Development for the Western U.S. Mark Stout said Ormat, which owns and operates almost 1 gigawatt of generating capacity across ten countries, is best known for geothermal power development and entered the solar energy market in the last decade. Most recently, Viridity has begun developing utility-scale energy storage.

The 2023 deadline RA requirement will be met by the Board-approved EDPR Sandrini solar project in Kern County. If approved, the Leapfrog and Tierra Buena contracts complete RCEA's fulfillment of challenging RA obligations from 2021 through 2023. As CCAs have not previously entered into long-term RA contracts, contract terms were based on projections of

short-term RA prices. The contract commitments were deemed to be reasonable by staff and TEA and will not change RCEA's financial outlook.

The directors expressed excitement about managing existing resources through new technology as a sustainable solution. A request was made for Board members to view proprietary market information such as contract prices to ensure accountability.

No member of the public responded to Vice Chair Fennell's call for public comments and the public comment period was closed.

M/S: Avis, Grover:

Approve Ten-Year Purchase Agreement for 5.5 MW of Resource Adequacy with Leapfrog Power, Inc., and Authorize the Executive Director to Execute All Applicable Documents.

Approve Ten-Year Purchase Agreement for 2.5 MW of Resource Adequacy with VESI 10 LLC, and Authorize the Executive Director to Execute All Applicable Documents.

The motion passed with a unanimous roll call vote. Ayes: Allison, Avis, Curran, Fennell, Glaser, Grover, Wilson, Winkler, Woo. Noes: None. Absent: None.

STAFF REPORTS

9.1. Staff Report by Executive Director Matthew Marshall on the heatwave, the challenge of meeting California's energy demands during heat events, and ways to conserve power.

Executive Director Marshall explained how the recent energy emergency differed from Public Safety Power Shutoffs (PSPS). In PSPS events, parts of the grid in high fire risk areas are shut off to prevent fires. If there is no immediate fire risk in Humboldt County, the Humboldt Bay Generating Station and the Willow Creek and Hoopa substation microgrids can generate enough electricity to meet the local load.

In the recent emergency, a heatwave affected the entire western U.S. causing an extremely large energy demand increase. The states from which California imports energy needed that energy to satisfy their own state's needs. California entered a stage two emergency, the last of which occurred in 2006, where there was not enough energy to meet demand. In stage three emergencies, the energy shortage triggers controlled rotating outages to maintain manageable energy demand. These rolling blackouts, the last of which took place in 2001, are preferable to more disruptive, uncontrolled blackouts. Some natural gas plants experienced outages and failed to ramp up production when they were needed to transition from solar energy generation at sunset. The CPUC, California Energy Commission and CAISO are investigating the planning failure that caused the recent outages which occurred despite adequate resources. There is an opportunity to plan better for energy emergency decision-making, coordination and communication at the state level.

Locally, the high-risk period was much shorter and not county-wide. More than half of all customers live in blocks connected to a critical facility which are not prioritized for deenergizing. Block information is available on PG&E's website and RCEA is creating a map

to clarify grid service blocks. Staff would like to continue planning with PG&E and County staff on handling different energy emergencies. During the recent heatwave, HBGS and the Scotia biomass plant were operating at full capacity to export electricity above local needs to other parts of the state. If rolling blackouts are ever implemented locally during grid emergencies, it will be done to export electricity toward Redding and the Central Valley.

Upon inquiry about grid changes, Mr. Marshall responded that California's electricity grid is very different than it was in 2001. With the dramatic increase in solar energy production, California's net peak energy demand, or total demand minus what is contributed by intermittent solar and wind generation, now occurs around sunset instead of during the hottest part of the day. Natural gas plants currently ramp up to provide energy during peak evening hours. Natural gas plants with significant air quality and other environmental impacts are being retired, however, and the statewide trend is towards fewer natural gas plants. Planning for robust power during the evening transition from solar power is needed as more intermittent, renewable resources are brought online. Demand-response and energy storage will be key to balancing the grid during the early evening hours.

In response to a question regarding the power charge indifference adjustment (PCIA) or exit fee issue in San Diego, Executive Director Marshall explained that the CPUC created the PCIA to enable investor-owned utilities (IOUs) to honor their existing, long-term power contracts despite loss of customers to community choice aggregators. The CPUC established a PCIA cap to prevent volatility, and a trigger which allowed for the PCIA to be increased should exit fee collections not meet legacy contract payment requirements. The trigger point was reached in the San Diego Gas & Electric service area and the utility proposed an exit fee that would recoup three months of shortfall all at once, resulting in a monthly \$200 exit fee increase per customer. The CPUC's imminent decision on this proposal is highly anticipated because it would apply to PG&E and other IOU territories. Statewide and local government advocacy may be required should the decision be unreasonable.

FUTURE AGENDA ITEMS

Director Wilson requested a report on the investigation of California's electricity grid and the recent rolling blackouts.

Director Winkler requested information on the long-term future of D.G. Fairhaven's biomass plant.

Vice Chair Fennell adjourned the meeting at 5:13 p.m.

Lori Taketa
Clerk of the Board



Redwood Region Economic Development Commission
 Prosperity Center 520 E Street, Eureka, California 95501
 Phone 707.445.9651 Fax 707.445.9652 www.rredc.com

REDWOOD REGION ECONOMIC DEVELOPMENT COMMISSION

Regular Meeting of the Board of Directors

Via Zoom <https://us02web.zoom.us/j/87932387495>

or by phone call in +1 669 900 6833

Meeting ID: 879 3238 7495

September 28, 2020 at 6:30 pm

AGENDA

- I. **Call to Order**
- II. **Approval of Agenda**
 - A. Approval of Agenda for September 28, 2020
- III. **Public Input for non-agenda items**
- IV. **Consent Calendar**
 - A. Approval of Minutes of the Board of Directors Regular Meeting: August 24, 2020
 - B. Acceptance of Agency-wide Financial Report: July 2020
- V. **Program – Connie Stewart, Executive Director of Initiatives, Humboldt State University – Broadband Update and “Dig Once” Policies**
- VI. **New Business**
 - A. Discussion and Approval of Staff Request to Reduce Interest Rates for Current RREDC Customers
 - B. Approval of Annual EDA RLF Recertifications
- VII. **Old Business**
 - A. Lease Renewal with Ron Pileggi for 520/530 E Street Facility
- VIII. **Reports – No Action Required**
 - A. Loan Portfolio Report: July 2020
 - B. Executive Director’s Report
- IX. **Member Reports**
- X. **Agenda/Program Requests for future Board of Directors Meetings**
- XI. **Adjourn**

The Redwood Region Economic Development Commission will, on request, make agendas available in appropriate alternative formats to persons with a disability, as required by Section 202 of the Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12132), and the federal rules and regulations adopted in implementation thereof. Individuals who need this agenda in an alternative format or who need a disability-related modification or accommodation in order to participate in the meeting should contact the Board Secretary at (707) 445-9651. Notification 48 hours prior to the meeting will enable the Commission to make reasonable arrangements for accommodations.



Cities Arcata · Blue Lake · Eureka · Ferndale · Fortuna · Rio Dell · Trinidad
 Community Services Districts Humboldt · Manila · McKinleyville · Orick · Orleans · Redway · Willow Creek
 Humboldt Bay Harbor, Recreation and Conservation District · Humboldt Bay Municipal Water District
 County of Humboldt · Hoopa Valley Tribe · Redwoods Community College District