

Humboldt Bay Municipal Water District
828 7th Street, Eureka



**Agenda for the Special Meeting of the
Board of Directors**

Meeting Start Time: 5:00 p.m.

**DUE TO COVID-19 THE DISTRICT WILL BE
HOLDING THE MEETING VIA ZOOM**

August 17, 2021

District Mission

Reliably deliver high quality drinking water to the communities and customers we serve in the greater Humboldt Bay Area at a reasonable cost. Reliably deliver untreated water to our wholesale industrial customer(s) at a reasonable cost. Protect the long-term water supply and water quality interests of the District in the Mad River watershed.

COVID-19 Notice

Consistent with Cal/OSHA, the California Department of Public Health, and the Humboldt County Public Health Officer's June 18, 2021 COVID-19 Workplace Rules, the Board members will be participating via Zoom. The Board room at 828 7th street will be open to the public and wearing of face coverings will be enforced.

Members of the public may also join the meeting online at:

<https://us02web.zoom.us/j/85683430058?pwd=TWozSTJFLzITNkM5NEhQS0JBYkktZz09>

Participate by phone: 1-669-900-9128

Enter meeting ID: 856 8343 0058

Enter password: 913114

If you are participating via phone and would like to comment, please press *9 to raise your hand.

How to Submit Public Comment: Members of the public may provide public comment via email until 5 pm. the day before the Board Meeting by sending comments to the Board Secretary at hbitner@hbmwd.com. Email comments must identify the agenda item in the subject line of the email. Written comments may also be mailed to 828 7th Street, Eureka, CA 95501. Written comments should identify the agenda item number. Comments received prior to the meeting will be read during the meeting. Comments received after the deadline will be included in the record but not read during the meeting. If participating in the meeting, public comment will also be received during the meeting.

1. ROLL CALL

2. FLAG SALUTE

3. ACCEPT AGENDA

4. PUBLIC COMMENT

Members of the public are invited to address the Board on items not listed on the agenda that are within the scope and jurisdiction of the District. At the discretion of the President, comments may be limited to three minutes per person. The public will be given the opportunity to address items that are on the agenda at the time the Board takes up that item. Pursuant to the Brown Act, the Board may not take action on any item that does not appear on the agenda.

5. NEW BUSINESS

5.1 CAL FIRE Fuel Reduction Contract – consider and possibly approve*

6. ADJOURNMENT

ADA compliance statement: In compliance with the Americans with Disability Act, if you need special assistance to participate in this meeting, please contact the District office at (707) 443-5018. Notification 48 hours prior to the meeting will enable the District to make reasonable arrangements to ensure accessibility to this meeting.

(Posted and mailed August 16, 2021)

Humboldt Bay Municipal Water District

To: Board of Directors
From: John Friedenbach
Date: August 13, 2021

Re: Department of Forestry and Fire Protection Fuel Reduction Contract

Discussion

As you may recall, staff presented a draft contract at the February 11, 2021 Board meeting from CAL FIRE in the amount of \$200,000 to conduct fuel reduction activities around Ruth Lake which the Board approved. See copy of February Minutes attached. CAL FIRE's internal process to finalize the contract took several months and they have modified the original contract amount. The actual contract that has now been proposed is for \$500,000. See attached contract.

The primary uses of the fuel reduction funds are as follows listed in order of priority:

1. Implement Defensible Space (Fire Safe Zone) around Lease Lot structures that did not burn in the August Complex Fire as stated in the HBMWD Board Policy adopted in October 2020. See copy attached.
2. Areas burned in the August Complex Fire that have residual fuels after the salvage logging operations by Morris Logging.
3. Remaining District property that was not burned by the August Complex Fire.

CAL FIRE Humboldt – Del Norte Unit Chief, Kurt McCray, will attend our meeting to answer any questions that the Board may have about the terms and conditions of the contract.

Staff Request

Staff requests that the Board authorize staff to sign the attached contract with CAL FIRE in the amount of \$500,000 to conduct fuel reduction activities as defined in the contract scope and rescind the authorization of February 11, 2021 to enter into a \$200,000 contract for fuel reduction.



HUMBOLDT BAY MUNICIPAL WATER DISTRICT
828 7th Street, Eureka



Minutes for Meeting of Board of Directors
February 11, 2021

Director Bruce Rupp	AYE
Director Sheri Woo	AYE
Director Michelle Fuller	AYE
Director Lindberg	AYE

There was no public comment.

9.6 CLOSED SESSION: Public Employee Performance Evaluation for General Manager (pursuant to Section 54957(b))

(a). The Board adjourned to Closed Session at 2:52 pm and returned to Open Session at 4:52pm.

There was no public comment.

(b.) Open Session report out. There was no reportable action from Closed Session. There was no public comment.

9.7 PG&E Easement

Related to the 12kv switch project at Essex, PG&E has proposed an easement to the new location for the switchgear. There will not be an underground service possible as it is owned by the North Coast Railroad. PG&E has agreed to staff's revisions.

On motion by Director Lindberg, seconded by Director Latt the Board Approved the PG&E Easement by the following Roll Call Vote:

Director Neal Latt	AYE
Director Bruce Rupp	AYE
Director Sheri Woo	AYE
Director Michelle Fuller	AYE
Director Lindberg	AYE

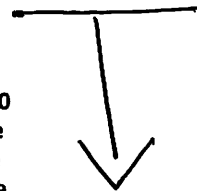
There was no public comment.

9.8 CAL Fire contract

Staff received an opportunity from CAL Fire to conduct fuel reduction activities for defensible space at Ruth Lake, with CAL Fire paying the District approximately \$200,000 to conduct fuel reduction on the District's 3,000 acres at Ruth. District Counsel will confirm that the District can sole source this work. Staff would likely utilize the services of Morris Logging, who is contracted for the services for the wildfire salvage logging, to mulch the smaller scale items, and an air curtain incinerator for the rest. The time constraint is that the contract must be signed by Friday (tomorrow). Without this opportunity for funding, the District's cost could be spread out for several years in the budget; and both lease lots and non-lease properties are involved.

The Board adjourned for lunch at 11:56am and reconvened at 1:00pm.

Staff discussed the possibility of needing a timber harvest permit, but for fuel reduction there likely is a short form. Counsel noted exhibit A shows the deliverables from the District, which include chipping, grinding, burning and transportation of the materials. Soliciting and enlisting professional services are needed as well, and are the District's responsibility. The defensible space policy passed by the Board ensured that lease lot holders will have a role in the process, as well. The work completion date is June 30, 2022.





HUMBOLDT BAY MUNICIPAL WATER DISTRICT
828 7th Street, Eureka



Minutes for Meeting of Board of Directors
February 11, 2021

A concern was voiced that without a limit on the diameter of trees, it incentivizes the commercial logger to take everything. Clear parameters should be added to the agreement to prevent that. Staff clarified that the timeframe is due to CalFire's need to encumber the funds this fiscal year, or lose access to the funds. Additional funding opportunities may arise if we are able to partner with CAL Fire.

On motion by Director Rupp, seconded by Director Lindberg, the Board approved acceptance of the CAL Fire funding for fuel reduction at Ruth Lake conditioned upon the Scope being presented to the Board and to Authorize District Staff to Sign the Agreement by the following Roll Call vote:

Director Neal Latt	AYE
Director Bruce Rupp	AYE
Director Sheri Woo	AYE
Director Michelle Fuller	AYE
Director Lindberg	AYE



There was no public comment.

10. Reports from Staff

10.1 Engineering

10.1 Engineering (Time set 11:00 am.)

Steve McHaney provided the Engineering report (along with Jordan King)

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

 If possible approval of change order:

Additional time for the change order will put the completion of the project at January 21, 2022. On motion by Director Rupp, seconded by Director Lindberg, the Board Approved Acceptance of the Change Order #2, FEMA – 4240 -DR - CA with an additional 172 days added to the construction completion date for the 12kV Switchgear Replacement by the following Roll Call vote:

Director Neal Latt	AYE
Director Bruce Rupp	AYE
Director Sheri Woo	AYE
Director Michelle Fuller	AYE
Director Lindberg	AYE

There was no public comment.

- a) Collector Mainline Redundancy Hazard Mitigation Grant (\$790,570 District Match)
 There is no formal response from FEMA for this item.
- b) Reservoir Seismic Retrofit Hazard Mitigation Grant (\$914,250 District Match)
 There's an extension request due to the biological studies to accommodate natural flowering times for the plants to be studied, which was formally approved.
- c) TRF Generator Hazard Mitigation Grant (\$460,431 District Match) – Match commitment letter and Maintenance Letter

The Board asked where funding will come from, and to remember that it is reasonable to finance during this period of very low interest rates and have rate payers pay over time. Ms. Harris reminded the Board we've been collecting advance funds for the last year to fund the District's match.

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

1CA05267

PURCHASING AUTHORITY NUMBER (If Applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

Department of Forestry and Fire Protection

CONTRACTOR NAME

Humboldt Bay Municipal Water District

2. The term of this Agreement is:

START DATE

Upon Approval

THROUGH END DATE

June 30, 2024

3. The maximum amount of this Agreement is:

\$500,000.00 - Five Hundred Thousand Dollars and 00/100 cents.

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibits	Title	Pages
Exhibit A	Scope of Work	1
Attachment 1	Detailed Scope of Work	1
Exhibit B	Budget Detail and Payment Provisions	1
+ - Exhibit C *	General Terms and Conditions (04/2017)	-
+ - Exhibit D	Special Terms and Conditions	1
+ - Exhibit E	Additional Provisions	1

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

Humboldt Bay Municipal Water District

CONTRACTOR BUSINESS ADDRESS

PO Box 95

CITY

Eureka

STATE

CA

ZIP

95502

PRINTED NAME OF PERSON SIGNING

John Friedenbach

TITLE

General Manager

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

1CA05267

PURCHASING AUTHORITY NUMBER (If Applicable)

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Department of Forestry and Fire Protection

CONTRACTING AGENCY ADDRESS

P.O. Box 944246

CITY

Sacramento

STATE

CA

ZIP

94244

PRINTED NAME OF PERSON SIGNING

Kelly Mandell

TITLE

Staff Services Manager III, Northern Region

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

Humboldt Bay Municipal Water District
 Contract # 1CA05267
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**EXHIBIT A
 (Scope of Work)**

SCOPE OF WORK

1. Humboldt Bay Municipal Water District (HBMWD) agrees to provide to Department of Forestry and Fire Protection (CAL FIRE) professional services to support CAL FIRE fuel reduction activities as described herein:

HBMWD is to provide professional operational service support to CAL FIRE's Humboldt-Del Norte (HUU) Unit by providing professional fire prevention service contractors to implement tree thinning and pruning, chipping, grinding, and burning of forest fuels as well as transportation of by-product created by fire prevention activities.

The Agreement may be amended to increase services at the rate(s) specified in Exhibit B, Budget Detail and Payment Provisions.

2. The services shall be performed at various locations in western Trinity County in a manner to minimize travel costs and maximize workload effectiveness associated with this contract and related fire prevention project activities
3. Services shall be provided during normal business hours, Monday through Saturday, excluding State Holidays, when weather and soil conditions minimize potential for adverse environmental impacts.
4. The Project Representatives during the term of this Agreement will be:

State Agency: Dept. Forestry and Fire Protection	Contractor: Humboldt Bay Municipal Water District
Name: Kurt McCray	Name: John Friedenbach
Phone: (707) 726-1200	Phone: (707) 443-5018
Fax:	Fax:
Email: kurt.mccray@fire.ca.gov	Email: friedenbach@hbmwd.com

Direct all inquiries to:

State Agency: Dept. Forestry and Fire Protection	Contractor: Humboldt Bay Municipal Water District
Section/Unit: Business Services – Contracts Unit	Section/Unit:
Attention: Julie Jenkins	Attention: John Friedenbach
Address: P.O. Box 944246 Sacramento, CA 94244-2460	Address: PO Box 95 Eureka, CA 95502
Phone: (916) 894-9849	Phone: (707) 443-5018
Fax:	Fax:
Email: Julie.jenkins@fire.ca.gov	Email: friedenbach@hbmwd.com

Humboldt Bay Municipal Water District
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**EXHIBIT A
 Attachment 1
 (Detailed Scope of Work)**

DETAILED SCOPE OF WORK

1. The HBMWD shall be responsible for soliciting and enlisting qualified professional service personnel as needed by CAL FIRE. Professional services personnel shall be established to minimize expenses, including travel expenses, affiliated with CAL FIRE directed workload. Services will include implementing tree thinning and pruning, chipping, grinding, and burning of forest fuels as well as transportation of by-product created by fire prevention activities.
2. Current forest conditions, including damaging wildfire impacts from the August Complex have created a significant need to increase the pace and scale of forest management activities in and around the areas of the community of Ruth as well as Ruth Lake. To effectively implement these activities projects must undergo environmental review in compliance with the California Environmental Quality Act (CEQA). CAL FIRE does not currently have the resources to effectively address a majority of this increased need and workload.
3. HBMWD will help allow CAL FIRE to more effectively increase the pace and scale of critical fire prevention management at a landscape-level within the areas in and adjacent to the Community of Ruth as well as Ruth Lake in western Trinity County. Work will be completed over a three-year timeline and work product deliverables will include processed and/or burned forest fuel as well as the transportation of project by-products including biomass and wood chips in compliance with CAL FIRE policy and procedures as well as California State law.
4. HBMWD professional will be evaluated based on the adequacy of documentation provided to CAL FIRE and fire prevention project activity evaluation by CAL FIRE personnel. Documentation must meet Departmental standards to facilitate compliance with CEQA and other pertinent laws to facilitate project permitting as determined by CAL FIRE as well as financial documentation as required by CAL FIRE and The State of California.
5. HBMWD personnel and/or contractors may perform all, or portions of, CAL FIRE's tasks associated with environmental compliance, project development and implementation as follows:
 - A. Environmental Compliance: Complete CAL FIRE environmental CEQA checklist, complete environmental surveys and archeological reports to complete CEQA compliance; develop prescribed burn plans, smoke management plans and other necessary documentation for prescribed burn project approval.
 - B. Project Development: Conduct public outreach, initiate landowner's contacts, complete landowner access agreement, identify project boundaries, identify sensitive resources within project areas, develop mitigations or Best Management Practices, conduct mapping and analysis and finalize management plans as required.
 - C. Project Implementation: Act as Project Manager on behalf of CAL FIRE, provide project oversight; provide operational direction to contractors or resources completing forest management and reforestation activities. Monitor project activities, collect data, and develop final reports on implementation and effectiveness.
6. Travel associated with environmental compliance, project development and project implementation activities will be billed at the State's current mileage rate for the year.

CalHR 2021 Personal Vehicle Mileage Reimbursement Rates:

Type	Reimbursement Rate per Mile
Personal Vehicle (approved business/travel expense)	\$0.56
Personal Vehicle (state-approved relocation)	\$0.16
Private Aircraft (per statute mile) *	\$1.26

*Unless otherwise stated in the applicable MOU, the personal aircraft mileage reimbursement rate is \$1.26 per statute mile.

Humboldt Bay Municipal Water District
 Contract # 1CA05267
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EXHIBIT B
(Budget Details and Payment Provisions)

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Invoicing and Payment

- A. For services satisfactorily rendered and upon receipt and approval of the invoices, the CAL FIRE agrees to compensate the HBMWD for actual expenditures incurred within the entire contract amount as follows:

Description	Amount
Fuel Reduction Activities	\$500,000.00

- B. Invoices shall include the Agreement Number 1CA05267 and shall be submitted in duplicate not more frequently than monthly in arrears to:

California Department of Forestry and Fire Protection
 Attention: Kurt McCray
 Humboldt-Del Norte Unit Headquarters
 118 South Fortuna Blvd.
 Fortuna, CA 95540

2. Budget Contingency Clause

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State or offer an agreement amendment to Contractor to reflect the reduced amount.

3. Clause Advance Payment

Costs for this Agreement shall be computed in accordance with State Administrative Manual Sections 8752 and 8752.1.

Nothing herein contained shall preclude advance payments pursuant to Article 1, Chapter 3, Part 1, Division 3, Title 2 of the Government Code of the State of California.

4. Recovering Receivables from Another State Department

In accordance with Government Code Section 11255, this agreement provides a process for non-payment. In the event that an invoice is not paid by the due date and the invoice is not in dispute, a 30-day notice shall be issued to the debtor department that a transfer of funds will be initiated. This transaction request will be prepared in accordance with the Department of Finance Budget Letter 10-10.

Humboldt Bay Municipal Water District
Contract # 1CA05267
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EXHIBIT D
(Special Terms and Conditions)

SPECIAL TERMS AND CONDITIONS

1. **Confidentiality**

- A. All data and information related to CAL FIRE operations, which are designated confidential by CAL FIRE or developed by the Contractor and deemed confidential by CAL FIRE, shall be properly safeguarded and protected by the Contractor from unauthorized use and disclosure. At a minimum, during non-working hours, CAL FIRE paper and or electronic documents, reference materials, or any materials related thereof shall be kept in a locked, secure place. All electronic data shall be password protected and secure at all times.
- B. The Contractor and his or her employees are hereby considered agents only for confidential data purposes and will be liable under the State and Federal statutes for unauthorized disclosures. In the event of subcontracting, the subcontractor and its employees will also be considered agents only for confidential data purposes and will be held liable under said State and Federal statutes.
- C. The Contractor and all subcontractors shall immediately notify the CAL FIRE Project Representative of any request from a third party for disclosure of any information relating to this agreement, including, but not limited to, subpoena, deposition proceedings, court order, Public Records Act Request, or other legal action. Unless the CAL FIRE Project Representative authorizes the disclosure of the information in writing, the Contractor will coordinate a response to any such request with the CAL FIRE Project Representative, exempting or redacting this agreement to the maximum extent permitted by law. Each party will be responsible for their own costs.

2. **News Releases and Publicity**

The Contractor shall not issue any news release or make any statement to the news media regarding the operational procedures of this Agreement, the meetings or decisions related to this Agreement, or to the status of work related to this Agreement without prior written approval of CAL FIRE.

3. **Audit**

Agreements involving the expenditure of public funds in excess of \$10,000 are subject to the examination and audit by the State Auditor for a period of three (3) years after final payment under the agreement (GC § 8546.7).

Humboldt Bay Municipal Water District
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**EXHIBIT E
(Additional Provisions)**

ADDITIONAL PROVISIONS

1. Right to Terminate (SCM 7.85)

The State reserves the right to terminate this agreement subject to thirty (30) days written notice to the Contractor. Contractor may submit a written request to terminate this agreement only if the State should substantially fail to perform its responsibilities as provided herein.

However, the agreement can be immediately terminated for cause. (Refer to GTC, Exhibit C, Item 7. Termination for Cause)

Contractor Name
Contract # OCA00000
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**EXHIBIT F
(Resume)**

**HUMBOLDT BAY MUNICIPAL WATER DISTRICT
POLICY
Fire Defensible Space for Buffer Strip Lease Lots**

Cancels: n/a

See Also:HBMWD Timber Removal Policy-April 2020 & RLCSD Policy 6350

Approved by: Board of Directors, October 28, 2020

A. Background and Policy:

- a. The Board of Directors of the Humboldt Bay Municipal Water District finds and declares that the protection of District Property and Ruth Lake against the hazards of fires is critically important and that person leasing District Property in and around Ruth Lake bear the primary responsibility to maintain their lease premises against the hazards of fire, including maintaining defensible space.
- b. California Public Resources Code Section 4291 requires, in part, that: "persons who owns, leases, controls, operates, or maintains a building or structure in, upon, or adjoining a mountainous area, forest-covered lands, brush-covered lands, grass-covered lands, or land that is covered with flammable material, shall at all times do all of the following:
 1. Maintain a defensible space of 100 feet from each side and from the front and rear of the structure, but not beyond the property line except as provided in paragraph (2)...
 2. A greater distance than that required under paragraph (1) may be required by state law, local ordinance, rule, or regulation..."
- c. The District acknowledges that creating a fire defensible space around Lease Lot structures surrounding Ruth Lake in the area known as the Buffer Strip reduces the threat of wildfire to people and property.
- d. The District acknowledges that FEMA and Cal Fire have created guidelines for individuals to create a fire defensible space.
- e. Accordingly, Lease Lot holders shall at no expense to the District, without prior written authorization, create a fire defensible space around their structures at Ruth Lake in accordance with the guidelines published by FEMA and Cal-Fire, copies of which can be obtained from the District, and in accordance with the California Public Resources Code section 4291 et seq. Notwithstanding the foregoing, to the extent maintaining defensible space requires the removal of any timber from the leased premises, the leaseholder shall obtain prior written approval from the District before any such trees are removed. Any trees removed with or without the permission of the District shall be and remain the property of the District.
- f. In determining which trees to remove to create a fire defensible space, the District will use the guidance provided by FEMA, Cal Fire and other appropriate resources on a case by case basis factoring in topography, erosion potential, impacts to water quality, and any other relevant site-specific conditions.