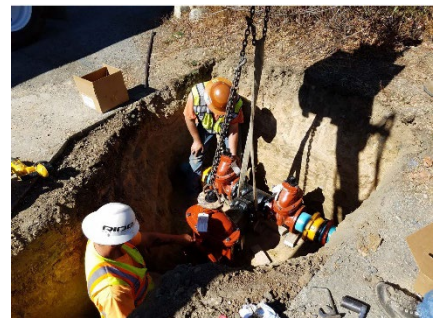




# NORTH COAST RESOURCE PARTNERSHIP

## NORTH COAST REGION INTEGRATED REGIONAL WATER MANAGEMENT PROPOSITION 1, ROUND 1 GRANT MANUAL



March 2020

County of Humboldt, Regional Grant Administrator

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## INTRODUCTION



### North Coast Tribal Projects:

All requirements within this manual apply to Tribal projects. Noteworthy differences or clarifications for Tribes will be included in a text box like this one or emphasized with green text.

### Purpose of this Grant Manual

The County of Humboldt (County) acts as the regional applicant and Regional Administrator for the North Coast Resource Partnership's (NCRP) Proposition I Integrated Regional Water Management Program (IRWMP) Implementation Grant. The County created this manual to introduce you to the grant administration and implementation process. The following pages include an overview of the required forms and the process for submitting all documents to the County to successfully manage your project within the grant guidelines. This manual should answer most questions related to grant requirements and processes. If you have further questions or need clarification, the Humboldt County Grant Administrators are available for assistance, guidance, and training to help you build the skills needed to become a successful Sub-grantee.

### PART 1: EXECUTING THE GRANT AGREEMENT

Lists the steps required to execute the Sub-grantee agreement between the County of Humboldt and you—the Sub-grantee, otherwise referred to as the Local Project Sponsor (LPS).

### PART 2: ADVANCE PAYMENT

What you will need to know to determine if advance payment is right for you, how to request advance payment and how to comply with all associated requirements.

### PART 3: INVOICING & REPORTING

What you need to know about Funding Match, invoicing for Grant Funds, and reporting on project progress.

### PART 4: CEQA CLEARANCE & CONSTRUCTION APPROVAL

Discusses documents needed to satisfy the CEQA requirements and obtain approval from the Department of Water Resources (DWR) to begin construction. These requirements must be met before invoices can be submitted for the construction task, including Funding Match (if applicable).

### PART 5: ONGOING PROJECT MANAGEMENT

Provides an overview of administrative tasks, including Labor Compliance, grant deliverables, and the contract amendment process.

### PART 6: PROJECT CLOSE-OUT

Details the requirements of project closeout, including those necessary for collection of the retention payment.

### PART 7: RECORDS RETENTION

Describes recordkeeping expectations and best practices.

### PART 8: APPENDIX

Includes required forms and example documents to be completed by the Local Project Sponsor.

## Overview of the Roles of Grantor, Grantee, and Sub-grantees

### Sub-grantee

The Sub-grantee, also referred to as the Local Project Sponsor (LPS), has been awarded a North Coast IRWM grant, administered by the County of Humboldt (the Grantee). The Sub-grantee is ultimately responsible for completing the project as described in the Sub-grantee Agreement with the County of Humboldt, which includes adhering to the terms of the Department of Water Resources (DWR) Grant Agreement (Exhibit A of the Sub-grantee Agreement).

### Disadvantaged Community Sub-grantee

A Disadvantaged Community (DAC) is a census tract, block, or place that has an annual median household income (MHI) that is less than 80% of the statewide annual MHI. More than 89% of the North Coast Region is categorized as disadvantaged. A Severely Disadvantaged Community (SDAC) is a census tract, block, or place with an annual MHI that is less than 60% of state MHI. Fifty-seven percent of the North Coast Region is categorized as severely disadvantaged. An Economically Disadvantaged Community (EDA) is an area with an MHI between 80 and 85% of the statewide annual MHI. While the definition of an EDA is similar to that of a DAC in utilizing state MHI as a determining factor, it also includes other factors such as financial hardship, unemployment, and population density. To find out if your community is a DAC, SDAC, or EDA, use the NCRP's mapping data tool (<https://northcoastresourcepartnership.org/data>). You may also find DWR's DAC Mapping Tool useful (<https://gis.water.ca.gov/app/dacs>).

It is important to note that if the LPS is not based in a DAC, but the project helps address critical water supply or water quality needs of a DAC, the LPS is still eligible for certain waivers. Projects that have applied under the Disadvantaged Community status are **not** required to submit Funding Match (Local Cost Share). If only a portion of the project benefits a DAC, then that portion may be eligible for DAC benefits determined as follows:

DAC/EDA Benefit	Percent (%) Cost Share Waiver Reduction
75% – 100%	100
50% – 74%	75
25% – 49%	50
Less than 25%	0

Projects that benefit a DAC have the option to request 50% advance payment for grant awards less than \$1 million. However, only the portion of the project that benefits a DAC may be eligible for the advance payment. Those that benefit a DAC are not required to complete CEQA and secure permits within twelve months of executing the grant agreement, as is required of other Sub-grantees; instead these processes must be complete prior to construction, which may extend beyond twelve months from agreement execution in some cases.

### Regional Administrator, County of Humboldt

As Regional Administrator, the County of Humboldt has the administrative and financial responsibility for the Grant Funds. The role of regional administration includes, but is not limited to:

- Executing the Grant Agreement with DWR on behalf of the NCRP and executing Sub-grantee Agreements with Local Project Sponsors based on the DWR Agreement.
- Communicating regularly with DWR and Sub-grantees on all aspects of project progress, grant compliance and invoicing; and facilitating discussions with DWR and Sub-grantees, when necessary.

- Consulting with DWR on proposed deviations from approved project scope of work, budget, or timeline (and requesting amendments, if needed).
- Mentoring and informing Sub-grantees of the program requirements and processes to develop and build capacity.
- Coordinating the submission of monthly progress reports, invoices, project deliverables, and project completion reports.
- Tracking Grant Funds expended by project.
- Initiating and ensuring timely follow-through of invoice processing.
- Submitting project deliverables to DWR.
- Maintaining auditable files.
- Reviewing Project Completion Reports.
- Preparing final Grant Completion Report.
- Facilitating development of, reviewing, and submitting annual Post-Performance Monitoring Reports for each project for three consecutive years.

#### State Administrator, Department of Water Resources (DWR)

The DWR Integrated Regional Water Management Grant Program Division has the legal authority and responsibility for Proposition I IRWM funds. The State Grant Administrator is responsible for reviewing report and invoice submittals and approving the grant payments made by the State Controller's Office. DWR provides oversight to ensure projects meet the intent and purpose of the Proposition I IRWM funds, and to ensure excellent stewardship of all aspects of water resources in our region.

#### North Coast Resource Partnership (NCRP)

The NCRP is an innovative, stakeholder-driven collaboration among local governments, watershed groups, Tribes, and interested partners focused on maintaining a sustainable environmental and socio-economic framework for the North Coast. The NCRP governance framework consists of two committees: the Policy Review Panel (PRP), which is the governing body for the NCRP, and the Technical Peer Review Committee (TPRC)—an advisory body to the PRP that provides scientific and technical expertise to the NCRP. The suite of projects funded by Proposition I Round I was selected through a NCRP approved process. The NCRP Leadership Handbook is a useful reference for information on the goals, objectives, and policies approved by the PRP. The County adheres to all applicable NCRP policies to administer the grant.

NCRP Handbook can be found at <https://northcoastresourcepartnership.org/partnership/>

## PART I: EXECUTING THE GRANT AGREEMENT

The County of Humboldt must finalize the grant agreement with DWR prior to executing the Sub-grantee Agreements between the County and the Local Project Sponsors. Once the County receives an official grant award letter from DWR, several documents must be submitted to DWR within 60 days of the County accepting the funds. Below are the documents that each project will be required to submit prior to execution of the agreement between the County and DWR. All items should be submitted to the County via email.

### **Take Note**

The agreement between DWR and the County of Humboldt may take 6-12 months to be finalized and expenses are not eligible for reimbursement until the grant is fully executed.

### Executing the Sub-grantee Agreement

CHECKLIST: SAMPLE DOCUMENTS ARE LOCATED IN APPENDIX A

#### Three years of Audited Financial Statements

Last three years of audited financial statements, including the documentation listed below:

- Balance sheets, statements of sources of income and uses of funds, a summary description of existing debts including bonds, and most recent annual budget. If applicable, details for the Water Enterprise Fund should be submitted separately.
- A list of all cash reserves, restricted and unrestricted, and any planned uses of those reserves.
- Any loans required for project funding and a description of the repayment method for each.

#### W-9 Form

All Sub-grantees are required to have an IRS Form W-9 on file with the County of Humboldt as a condition to process the Grant Fund payments. A copy of the form is available online: <http://www.irs.gov/pub/irs-pdf/fw9.pdf>.

#### Vendor Enrollment Form, County of Humboldt

The Humboldt County Auditor's Office requires this form to establish your organization as a vendor in order to process the Grant Fund payments.

#### Insurance Requirements

The County of Humboldt requires proof of applicable insurance before the Sub-grantee Agreement can be executed. Standard insurance language is included in the Sub-grantee Agreement template. County staff are available to address questions related to insurance requirements.

#### Environmental Information Form (EIF)

The Environmental Information Form (EIF) outlines the permits and California Environmental Quality Act (CEQA) compliance documents required for each project. As the Responsible Agency in the CEQA process, DWR must give environmental clearance for the project prior to the commencement of construction. The EIF will need to be revised if there are changes to the permits or compliance documentation. Separate EIF forms should be filled out for projects with multiple components that require separate CEQA compliance documentation.

### **Take Note**

Some projects may have multiple phases, locations, and/or several distinct implementation components requiring separate CEQA documents and permits. If this is the case for your project, please make sure that your EIF distinguishes the required CEQA and permit requirements for each implementation component.

□ **Project Director Certification Form**

The Project Director Certification Form lists the person who is ultimately responsible for the successful completion of the project. Additional persons should be authorized on this form as contacts for day-to-day communications, including administration staff who prepare invoices.

□ **Project Performance Monitoring Plan**

The Monitoring Plan should identify the project goals and anticipated benefits and describe what information will be collected to verify success, and methods used. It should include specific metrics, or performance indicators, that enable you to show progress, identify problems, and **quantify** the ongoing benefits of the project. It should also include baseline conditions, where applicable, and a brief discussion of monitoring systems, methods, and frequency, as well as the location of monitoring points. The Monitoring Plan will need to be updated if there is a significant scope change resulting from an amendment to the Sub-grantee agreement. Importantly, the monitoring plan must include the methods that will be used for the three years of post-performance monitoring required in Exhibits F and L in the DWR Agreement.

□ **Draft Sub-grantee Agreement**

You will receive a draft version of the agreement between you and the County of Humboldt. This is your opportunity to make minor adjustments to the scope of work, budget, and schedule before the agreement between the County and DWR is finalized. Pay close attention to where tasks are budgeted in the Sub-grantee agreement to ensure your budget is correct.

The County will work with each Local Project Sponsor to make necessary changes. The scope of work should give a project overview and leave room for slight variances. For example, quantities for items that may vary should qualify that amounts in the description are approximate, so there is room for adjustment without an amendment if there are changes during project implementation (e.g. *approximately* 100 linear feet of mainline piping will be installed, and *approximately* 10 fire hydrants).



**Tribal Projects will receive a Tribal Sub-grantee Agreement, which includes language regarding the requirement of a Limited Waiver of Sovereign Immunity for the Sub-grantee Agreement between the County and the Tribe.**

- **Limited Waiver of Sovereign Immunity Resolution**  
SAMPLE DOCUMENTS ARE LOCATED IN APPENDIX A



**Per the County of Humboldt requirements, Tribal Projects will submit a Resolution, approved by their Tribal Council, of Limited Waiver of Sovereign Immunity for the Sub-grantee Agreement between the County and the Tribe specifically limited by the scope and term of the contract, in addition to time for audits and post-performance monitoring.**

## PART 2: ADVANCE PAYMENT

If your project was awarded less than \$1 million in Grant Funds and you are designated as a DAC, your project benefits a DAC, or you are a non-profit, you may be eligible to receive an advance payment of up to 50% (less retention) of the grant award (only the portion of the project that benefits a DAC may be eligible for the advance payment).

### Important Requirements to Consider

Before requesting advanced funds, please consider whether the terms below are acceptable to your organization.

- Additional reporting and accounting with cost projecting may require additional staff time.
- Funds must be deposited into a non-interest-bearing account, separate from other funds. It may be challenging to find an account that will not accrue interest on large sums of money.
- You cannot use the funds to leverage other projects or other expenses unrelated to the grant project.
- Advanced funds must be spent within **18 months**.

### Process to Apply for Advance Payment

The following items must be provided to your Humboldt County Grant Administrator for advance payment consideration. All relevant documents must be received by DWR **within 90 days** of the County of Humboldt/DWR grant execution:

- Advance Payment Request Letter, which includes:
  - Brief project description
  - LPS status for eligibility (DAC/non-profit status)
  - Project budget
  - Funding Plan showing how the advanced funds will be expended within 18 months of receipt
  - Updated project status and funds expended to date
  - Description of financial capacity to complete the project once the Advance Payment funds are spent

### Accountability Report

#### CHECKLIST: SAMPLE DOCUMENTS ARE LOCATED IN APPENDIX B

Each quarter, you will be required to submit the following documents to detail how advanced funds have been expended to date and an estimate of how they will be spent through the end of the grant term.

- Funding Plan and Expenditure Report**

The Funding Plan and Expenditure Report Excel table summarizes each quarter's estimated expenditures for the remaining quarters of the advance payment. Being an estimate, this will require updating depending on each quarter's actual expense amounts. Activities and Deliverables for the reporting quarter and projected quarters will be entered.
- Backup Documentation Summary Table and Supporting Documents**

Each expense paid with the advance payment funds will be entered into the spreadsheet, along with a description of the charges, invoice number, and date. The associated invoices, receipts, personnel hours, etc. will also be submitted to substantiate the expenditures listed.

□ **Statement from a Non-Interest-Bearing Account**

A bank statement(s) that documents the funds were deposited into a non-interest-bearing account and the dates of withdrawals from that account, for each quarter.

### **Repayment of Advances**

DWR may demand repayment for all or any portion of expended or unexpended funds, of the advanced State funding based on failure to comply with the advance payment requirements listed below:

- Failure by Sub-grantee to submit an accurate Accountability Report by the required due date
- Failure to deposit funds in a non-interest-bearing account
- Ineligible expenses and/or activities not consistent with the grant agreement
- An inappropriate use of funds, as deemed by DWR
- Failure to comply with any other term of the executed grant agreement

## PART 3: INVOICING & REPORTING

### Overview of Invoicing & Reporting Process

The County processes invoices and progress reports monthly, although the LPS is only required to submit quarterly. Invoice submittals are for work already performed related to the scope of work, schedule, and budget described in the DWR and Sub-grantee Agreements. The invoice and progress report, along with all supporting documentation, is emailed to the County for review and approval. The County reviews the submittals; will request revisions of any errors and will work with the LPS to resolve issues; tracks the funds by tasks; and will submit the invoice packet and report for all projects included in the grant agreement to DWR to process the payment.

#### Take Note

The County is unable to pay Sub-grantees until after payment from DWR is received.

### Submittal Date

Invoices and progress reports should be electronically submitted in Microsoft WORD **and** EXCEL format to the County **no later than the 15<sup>th</sup> of the month**, for the invoicing period that ends the last day of the prior month. For example, an invoice submitted by the 15<sup>th</sup> of July would include expenses up to the 30<sup>th</sup> of June. Invoices should not include expenses that were incurred after the end of the invoicing period. Timely submittal of invoices and reports is essential for prompt payment. If you do not have expenses to submit for the quarterly submittal requirement, you are still required to submit a report to update the County and DWR on the status of your project.

### Retention – 10% Withholding

- 10% retention of the total Grant Funds will be held by DWR until the project is complete and the Project Completion Report is approved; 100% of each invoice will be paid, up to 90% of the total grant amount.
- The 10% retention will be released when the project is complete. The project is deemed complete when DWR has received all deliverables, approved the Project Completion Report, conducted a final site visit (if necessary), and a retention release invoice has been submitted.

### Funding Match Requirements (Local Cost Share)

Funding Match includes non-State funds that the LPS has committed to contribute towards the success of the project. Funding Match requirements include the following:

- All Funding Match used for this agreement will be non-State funds, with the exception of State Revolving funds and American Recovery and Reinvestment Act funds.
- Funding Match must be submitted for each task in an invoice prior to the Grant Funds being released for that task. Once all Funding Match for a task has been submitted, funds expended on that task can then be submitted for reimbursement.
- Unfulfilled Funding Match for one task will not prevent reimbursement of funds for a separate task which does not have a Funding Match requirement, or for which the Funding Match has already been fulfilled.
- Funding Match must be directly related to the project as described in the DWR Agreement.
- Funding Match must meet the “reimbursable costs” definition and back-up documentation shall be provided in an invoice with the same level of detail as reimbursable expenses.

## Processing Time

DWR has approximately 40-60 days to complete invoice processing; in addition, the County of Humboldt will require approximately fifteen (15) business days of processing time. Many factors contribute to the speed at which your invoice is processed. Timely and complete submittals of invoices by the Sub-grantee can greatly reduce time between submittal and payment. Once the County of Humboldt receives notification of invoice payment by DWR, the Sub-grantees will be notified. Below is an approximate timeline for processing report and invoice submittals:

### **Take Note**

Projects should anticipate an approximately 90-day turnaround from invoice submittal to receipt of payment.

- Sub-grantee Submittal by the 15<sup>th</sup> of each month
- 10-15 business days for the County to review and send to DWR
- 10-15 business days for DWR to review and approve
- 10-15 business days for DWR Accounting to process a claim
- 15 business days for the State Controller's Office to issue a check to the County of Humboldt
- 5-15 business days for the County Auditor's Office to issue a check or pay the Sub-grantee via Direct Deposit

## Ineligible Costs

Eligible project costs for Grant Funds and Funding Match must meet the eligibility criteria from the DWR grant agreement. Examples of ineligible costs include:

- Costs incurred prior to the award date of the DWR Grant.
- Costs for preparing and filing a grant application.
- Operation and maintenance costs, including post-construction performance and monitoring costs.
- Purchase of equipment that is not an integral part of a project.
- Establishing a reserve fund.
- Purchase of water supply.
- Replacement of existing funding sources for ongoing programs.
- Support of existing agency requirements and mandates (e.g., punitive regulatory agency requirements).
- Purchase of land in excess of the minimum required acreage necessary to operate as an integral part of a project, as set forth and detailed by engineering and feasibility studies, or acquisition of land by eminent domain.
- Indirect Costs, except those that are directly assignable to the grant (documented and proportionately assessed). Examples of Indirect Costs include, but are not limited to: central service costs; general administration of Local Project Sponsors; non-project-specific accounting and personnel services performed within the LPS' organizations; 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. This prohibition applies to the LPS, and any sub-contract or sub-agreement for work completed pursuant to the funding agreement executed with the State.

- Mitigation for environmental impacts not resulting from implementation of the project funded by this program.
- Meals, food items, or refreshments, including per diem costs.

## Invoice Submittal

### **Take Note**

CEQA compliance documents and final designs must be submitted and approved by DWR prior to submitting any invoice expenses for Task 4, Construction Implementation. See Part 4: CEQA Clearance & Construction Approval.

### CHECKLIST: SAMPLE DOCUMENTS ARE LOCATED IN APPENDIX C

The invoice and reporting period should cover the earliest invoice expense and should not include expenses for supplies purchased or work performed *after* the period has ended (the last day of the prior month from submittal date). Invoices submitted with only Funding Match are acceptable. Any amount requested for reimbursement or reported as Funding Match, must be supported with documentation to substantiate the associated expense(s).

#### **Personnel Billing Rate Support Letter**

With the first invoice, Sub-grantees will submit a Personnel Billing Rate support letter (on the agency's letterhead) with the name, classification, and maximum hourly rate for all personnel working on the project. The letter should mention whether the hourly rate is a fully burdened rate including benefits and/or direct project overhead. This certification only applies to staff of the Sub-grantee, not contractor labor.

As personnel changes occur, the Sub-grantee will provide a revised letter to the County. If the reimbursement request for an employee exceeds the maximum hourly rate on the letter, DWR will hold the invoice until a new letter is provided.

#### **Fund Request Form**

The Fund Request Form will be submitted to the County of Humboldt Auditor's Office for processing once the County has received payment from DWR; any other version of the invoice template will be rejected. The form will automatically populate the invoice totals from the Backup Documentation Summary, along with the invoice number and date. The "Reimbursement Requested in Prior Periods" does need to be entered by the LPS.

#### **Backup Documentation Summary**

Each monthly invoice will include the Backup Summary Documentation table which provides a summary of all invoices, description of invoice expenses, invoice numbers and amounts, page numbers of supporting documents, and the invoicing period. The invoice period will begin with the first date of work performed that period or earliest expense date; the ending date will be the last day of the previous month the invoice is submitted. Please ensure all columns are filled in with details from each invoice.

Mileage expenses can be added to the form, including the date of travel, to and from locations, number of miles, and the IRS Standard Mileage Rate for the year used to calculate the reimbursement amount. Check the IRS website for annual updates: <https://www.irs.gov/tax-professionals/standard-mileage-rates>

### □ Sub-grantee Personnel Hours Summary

The Personnel Hours Summary Table will support all reimbursable personnel labor costs for each task, the number of hours worked, and the hourly rate of each staff member included in the table. No other documentation is required to be submitted for staff time reimbursement. A task-by-task total of all labor costs incurred on the Personnel Hours Summary Table should be included on the Backup Documentation Summary form.

#### ☑ Take Note

The County will not accept revised forms. Do not revise any forms or change formulated cells in the spreadsheets. Do not add color or change the orientation of the forms.

### □ Supporting Documentation

All expenses for the project must be accompanied by an invoice/receipt and should be listed on the Backup Summary Table, including professional or consultant services, laboratory services, supplies, mileage documentation, etc. The invoice expense should also be described in your Monthly Progress Report.

- The task number to which the expense is applied should be written or typed on the invoice.
- If applicable, indicate at the top of the invoice if all or a portion of the expense is Funding Match.
- If submitting travel reimbursement, the lodging receipt should be included; mileage logs can be used or listed on the Backup Documentation Summary form (per diem charges are an ineligible expense).

### □ Progress Report

The progress report documents achievements and progress made on your project. This report informs DWR of any issues or concerns and ensures accountability and transparency in the use of State Funds.

Reports should be emailed to the County with an invoice by the **15<sup>th</sup> of the month**, in **Microsoft WORD** format. A progress report is required every three months (i.e. quarterly) even if an invoice is not submitted. The report should contain project details in a bulleted format. Reports should contain the following:

#### Reporting Period

- The dates on your progress report must match the invoicing period on your invoice, with the period ending the last day of the previous month. Even if an invoice is not being submitted, the report should still document the activities that occurred since the previous reporting period. Likewise, even if no activity occurred during the reporting period, a report explaining the lack of activity is required.

#### Project Progress

- Estimate the percent (%) complete for each task and note any impediments that may affect the task's schedule.
- Provide a bulleted detail of the work performed, and accomplishments made during the reporting period, milestones achieved, and any deliverables completed and submitted during the reporting period.

- The description of each task item should detail the work completed and/or being invoiced during the reporting period.
  - If your invoice submittal includes a large invoice from a contractor, your report should describe what the contractor accomplished.
  - If no work was accomplished on a particular task during the current reporting period, the description for the task should read “no activity this reporting period”. There should be no invoiced charges for that task.
- List meetings held or attended during the reporting period with dates relevance to the specific project task.
  - For each task list issues that have impeded the completion of the task for the reporting period and solutions or adjustments necessary to complete the task.

### Budget and Schedule Concerns

- List issues or concerns that may have an impact on the budget and / or schedule and the actions required to correct the issues.

### Anticipated Activities Next Reporting Period

- Provide a bulleted list of work that is expected to be performed during the next reporting period.

### Budget Projections

- Provide the projected amount of grant funds that are expected to be spent within the next two quarters, per task, in the provided budget table.

### Amendment details

- If applicable, detail any schedule or budget amendments that were approved by DWR during the reporting period.

### Project Photographs

- Insert photos documenting pre-site conditions, active construction photos and post construction photos, if applicable during the reporting period.

### Incomplete or Inaccurate Invoices

The Local Project Sponsor must fully document work completed and provide supporting documentation for invoice submittals. The County of Humboldt and DWR have authority to request more detailed information to support items invoiced. **Invoice payment may be denied due to inadequate supporting documentation.**

The County reviews all invoices and reports to ensure there are no errors. If the County finds errors or requires more supporting documentation, the County of Humboldt will work with the Sub-grantee to clarify and remedy deficiencies. As a last resort, if remediation is not timely, the County may hold the incomplete or incorrect invoice, until the following month’s batch or longer until the issue is resolved. Removing the invoice from the batch ensures that all other Sub-grantees are reimbursed in a timely manner. Examples of typical invoice errors include:

- Over spent task budget.
- Insufficient documentation to support invoice charges.
- Supporting documentation not labeled with the appropriate task number.

- Errors in calculations or data entry.
- Sub-grantee's hourly rates exceed those listed on the Billing Rate Support Letter.

The County review ensures the invoice packet is ready for approval from DWR. Should DWR find additional errors, they will return the invoice to the County. The County may remove the invoice from the packet and re-submit, once revised, with the next comprehensive invoice submittal.

## PART 4: CEQA & CONSTRUCTION APPROVAL

### California Environmental Quality Act (CEQA) Clearance

#### **Take Note**

DWR is not the Lead Agency and will NOT be filing compliance documentation for your project. The lead agency is the public agency responsible for carrying out the project or approving your project.

All grants funded by DWR are considered “projects” under CEQA and therefore CEQA compliance is mandatory, **including Tribal projects on Tribal land**. The CEQA regulations require that the Responsible Agency (DWR, in this case) develop its own independent CEQA findings based on the environmental documents submitted for each project. Completed CEQA documentation and all required permits are required to be finalized and submitted to DWR within 12 months from the grant award date between the County of Humboldt and DWR, unless the project is exempt from this requirement. The requirement to complete CEQA and permits within 12 months is waived for **Tribes** and projects providing at least 75% of project benefits to DACs/EDAs.

Regardless of DAC/EDA status, construction cannot begin until DWR has reviewed the CEQA documentation, necessary permits and final designs/plans and gives an environmental clearance. DWR staff review may take 1 to 2 weeks. All pertinent documentation must be submitted and approved by DWR prior to submitting an invoice for Funding Match or Grant Funds in the Construction/Implementation budget category.

### CEQA Approval

#### CHECKLIST: SAMPLE DOCUMENTS ARE LOCATED IN APPENDIX D

Your project’s CEQA determination dictates which of the items below must be submitted to DWR for CEQA clearance.

#### Notice of Exemption (NOE)

Categorical exemptions are descriptions of types of projects which the Secretary of the Natural Resources Agency has determined do not generally have a significant effect on the environment. The list of Categorical Exemptions can be found in Article 19 of the 2019 CEQA Statutes and Guidelines: [https://resources.ca.gov/CNRALegacyFiles/ceqa/docs/2019\\_CEQA\\_Statutes\\_and\\_Guidelines.pdf](https://resources.ca.gov/CNRALegacyFiles/ceqa/docs/2019_CEQA_Statutes_and_Guidelines.pdf)

- EIF – The Environmental Information Form which was submitted prior to the execution of the grant agreement. This may need to be revised if there are any changes to the permits required.
- Lead Agency NOE – Notice of Exemption signed by Lead Agency.
- No Legal Challenges Letter – Letter to DWR from the Lead Agency on their letterhead stating that there were no legal challenges within the specified statute of limitations for the NOE.
- EIF Permits – Copy of all required permits that are listed on the EIF.
- Final Plans and Specifications.

#### Notice of Determination (Negative Declaration):

A Negative Declaration is a document that states—upon completion of an Initial Study—that there is no substantial evidence that the project will have a significant effect on the environment.

- EIF – The Environmental Information Form which was submitted prior to the execution of the grant agreement. This may need to be revised if there are any changes to the permits required.

- Lead Agency Final ND – Lead Agency final Negative Declaration.
- Lead Agency NOD – Notice of Determination signed by Lead Agency.
- No Legal Challenges – Letter to DWR from the Lead Agency on their letterhead stating that there were no legal challenges within the specified statute of limitations for the NOD.
- Tribal Notification – California Native American Tribe Notification per PRC §75102 (for Proposition I funded projects only). Formal notification ensures that Tribes will have an opportunity to consult with lead agencies regarding project impacts to cultural resources.
- EIF Permits – Copy of all required permits listed on the EIF.
- Final Plans and Specifications.

#### Notice of Determination (EIR or Mitigated Negative Declaration):

A Mitigated Negative Declaration (MND) is a Negative Declaration (ND) that incorporates revisions (mitigation measures) in the proposed project that will avoid or mitigate impacts to a point where no significant impacts on the environment will occur.

- EIF – The Environmental Information Form which was submitted prior to the execution of the grant agreement. This may need to be revised if there are any changes to the permits required.
- Lead Agency Final MND or EIR – Lead Agency Final EIR or Mitigated Negative Declaration.
- Lead Agency NOD – Notice of Determination signed by Lead Agency.
- CDFW Receipt – California Department of Fish & Wildlife filing fee receipt.
- No Legal Challenges Letter – Letter to DWR from the Lead Agency on their letterhead stating that there were no legal challenges within the specified statute of limitations for the NOD.
- Tribal Notification – California Native American Tribe Notification per PRC §75102 (for Proposition I funded projects only). Formal notification ensures that Tribes will have an opportunity to consult with lead agencies regarding project impacts to cultural resources.
- EIF Permits – Copy of all required permits listed on the EIF.
- Final Plans and Specifications.

#### NEPA Documents

The National Environmental Policy Act (NEPA) is the federal counterpart to CEQA. Projects that may require NEPA compliance include Tribal projects, those that occur on federal land, and/or use federal funding. If your project requires NEPA, CEQA is still required and the final NEPA documents will be submitted to DWR along with the CEQA documents for approval. Submit **ONE** of the following based on the appropriate level of analysis determined by the Lead Agency for your project:

- Categorical Exclusion Determination (CATEX)
- Environmental Assessment (EA) / Finding of No Significant Impact (FONSI)
- Environmental Impact Statement (EIS) & Record of Decision (ROD)

Once CEQA (and NEPA, if applicable) has been reviewed and approved by DWR, you will be authorized to begin construction activities and submit Funding Match and/or Grant Fund invoices for the Construction Implementation tasks.

## PART 5: ONGOING PROJECT MANAGEMENT

### Labor Code Compliance

Proposition I funds are subject to State Prevailing Wage requirements and all provisions of the Labor Code. Sub-grantees are required to follow state prevailing rate laws and monitor all contracts reimbursed by the Grant Funds to ensure that prevailing wage provisions of the Labor Code are being met, including for private consultants implementing the project, partially or fully. Labor code Section 1771 is not applicable to public agencies, including Tribal governments, with its own forces.

The Sub-grantee must promptly submit written evidence of Labor Code compliance at the request of the County of Humboldt or DWR.



**Tribal governments may have other labor compliance requirements or obligations. Tribes are encouraged to consult their legal counsel and the California Department of Industrial Relations to determine their specific labor compliance obligations.**

### Project Deliverables

Deliverables are the items that you will be submitting to DWR via Humboldt County over the course of the project performance period; all items must be submitted prior to project closeout. Required items are listed under each task in the DWR Agreement (Exhibit A of the Sub-grantee Agreement).

### Deliverable Tracking Spreadsheet

The County of Humboldt will provide each project with a Deliverable Tracking Spreadsheet based on the deliverables required under the DWR Agreement. You may find it useful to record the date of submission for each required document. The County also tracks the date the deliverables are submitted to DWR. The most recent version of the County's tracking sheet can be provided upon request.

### Amendment Process

After the Grant Agreement is executed, there may be circumstances that require a deviation from the scope of work, schedule, or budget. The Sub-grantee should let the County know as soon as possible if there are issues or unforeseen obstacles that affect the project. The County will determine whether an amendment is necessary.

It is important to note that the requested changes are not approved and cannot be implemented until the amendment is fully executed (when all parties have agreed to the terms and conditions of amendment by signing the amended agreement). This is especially important to remember when there is a need to amend the budget; if a task has gone over budget and an amendment was requested to correct the issue, the amount over budget will not be authorized for reimbursement until the amendment has been approved and fully executed.

### Examples Requiring an Amendment:

- Typographical and editorial changes
- Project name changes
- Changes to scope of work
- A transfer of Grant Funds between budget categories
- A transfer of Funding Match between budget categories
- Changes to the project schedule

## Process to Request an Amendment

CHECKLIST: SAMPLE DOCUMENTS ARE LOCATED IN APPENDIX E

- Note any issues or concerns in the progress report that may result in an amendment request.
- Contact the County to discuss the request.
- Submit a written request on letterhead stating the changes requested, the justification for each change and if there is any effect on the project benefits and goals.
- Submit the Microsoft WORD version of the Sub-grantee Agreement in Track Changes mode documenting the requested changes to the agreement.

## Signage or Acknowledgment of Credit

To the extent practicable, a project will include signage or other relevant forms of acknowledgment informing the public that the project received funds from the Water Quality, Supply, and Infrastructure Improvement Bond Act of 2014, administered by State of California, Department of Water Resources. The expenses related to the sign can be paid with grant funds. The recommended sign dimensions are attached in Appendix E. If a sign is not practicable, other examples include mention in newsletters, public outreach materials, websites, etc.

### Signage Submittal

CHECKLIST: SAMPLE DOCUMENTS ARE LOCATED IN APPENDIX E

- Submit a site map with the sign location noted
- Submit a photograph of the sign

## Competitive Bidding and Procurements

Part of the negotiated Scope of Work may include work on the project that is contracted or subcontracted out by the Sub-grantee. Any portion of work on the project that will be completed by a subcontractor must follow the same guidelines of the grant agreement regarding Labor Compliance, Worker's Compensation, State lodging reimbursement rates, etc.

The Sub-grantee must comply with all applicable laws and regulations regarding securing competitive bids and undertaking competitive negotiations in Sub-grantee's contracts with other entities for acquisition of goods and services and construction of public works with funds provided by State under the DWR Grant Agreement. The Project Director should follow the resolution or policy of the Sub-grantee's Governing Board regarding competitive bidding, sole source, and contract award processes.

The Sub-grantee may not use a contractor or subcontractor that is on the federal list of debarred contractors; evidence must be kept on file to verify this.

The list can be found at: <https://www.dol.gov/agencies/ofccp/debarred-list>

Other sites to check:

- California Department of Industrial Relations: <https://www.dir.ca.gov/dlse/debar.html>
- Contractor Status at the Contractors State License Board: <https://www2.cslb.ca.gov/OnlineServices/CheckLicenseII/CheckLicense.aspx>

## PART 6: PROJECT CLOSEOUT

A project is ready for closeout upon completing all tasks in the Agreement, submitting all deliverables, conducting a final site visit with DWR and the County of Humboldt (when deemed necessary by DWR), providing Funding Match documentation and expending all funds associated with the project.

### Project Completion Report

Within 60 days of project completion, the Sub-grantee must submit a draft Project Completion Report to the County of Humboldt for review and comment.

Please see *Exhibit F, Report Formats and Requirements* in the DWR Grant Agreement for guidance on the format and necessary details to include in the Report. It is a requirement to address all the bulleted items listed in Exhibit F in your report. If an item is not applicable, DWR will require a statement of inapplicability. The County will provide a preliminary review and will work with the Sub-grantee to address any needed edits or additional details to prepare and submit the Project Completion Report to DWR.

Expenses for preparing the Project Completion Report can be invoiced only to Project Administration (Task 1) and only if they are incurred before the end of the Sub-grantee Agreement term. Once the Project Completion Report is approved and the final invoice has been paid by DWR, the County and DWR will prepare the retention invoice. Retention invoices are typically processed in the same timeframe as a regular invoice: approximately 45–90 days.

The information provided in the original application, monthly Progress Reports and the Monitoring Plan will serve as useful records of the original proposed project benefits and expected outcomes to compare with the actual work completed. Check with the County for examples and guidance prior to starting the Project Completion Report.

### Project Closeout and Retention Release Payment

#### CHECKLIST:

- Ensure all Deliverables listed in the Grant Agreement have been submitted.
- Notify DWR, via the County, 14 days prior to final inspection of the completed work by a California Registered Professional Civil Engineer or Geologist, as appropriate, to provide the State with the opportunity to participate in the inspection.
- Submit a Recorded Notice of Completion or a Notice of Completion Letter, with the date the project was complete and operational.
- A final site visit will be scheduled with the County of Humboldt and DWR, if DWR deems it necessary.
- Submit the draft Project Completion Report; include all details from Exhibit F of the DWR Grant Agreement.
- Submit the final Project Completion Report.
- Submit the final invoice.

## Post-Performance Monitoring

SAMPLE DOCUMENTS ARE LOCATED IN APPENDIX A

The Sub-grantee is responsible for reporting the outcome of the project's post-performance monitoring to DWR via the County of Humboldt for three consecutive years following project completion. The first report is due to the County within 90 days after the first operational year of the project has elapsed (i.e. within 90 days of the anniversary of the project completion date). Monitoring is not an allowable expense paid by Grant Funds; the costs incurred for monitoring and reporting are the responsibility of the Sub-grantee.

Post-Performance Monitoring will be guided by the Project Monitoring Plan. The results will be reported to the County each year using the Post-Performance Monitoring Report Template. The reporting should assess how the project is performing relative to the expectations and proposed benefits indicated in the grant application and Monitoring Plan.

Post-performance monitoring provides valuable qualitative and quantitative data to the NCRP and the State about the effectiveness of the IRWM program once the grant term has ended. Your data will help improve the program over time and will help the NCRP to better serve the needs of the North Coast Region.

## PART 7: RECORDS RETENTION

Grant files must be maintained for three years after project closeout for audit purposes. The Department of Finance (DOF) has a listing of the type of documentation required from the grant recipient if an audit is conducted. In the event of an audit, the County may require documents be submitted.

### Exhibit H from the DWR Grant Agreement

The following provides a list of documents typically required by State Auditors and general guidelines for Sub-grantees. The list of documents pertains to both State funding and the Sub-grantee's Funding Match. Sub-grantees should ensure that such records are maintained for each funded project.

#### State Audit Document Requirements

##### Internal Controls

1. Organization chart (e.g., Agency's overall organization chart and organization chart for the State funded Program/Project).
2. Written internal procedures and flowcharts for the following:
  - a) Receipts and deposits
  - b) Disbursements
  - c) State reimbursement requests
  - d) Expenditure tracking of State funds
  - e) Guidelines, policy, and procedures on State funded Program/Project
3. Audit reports of the Agency internal control structure and/or financial statements within the last two years.
4. Prior audit reports on the State funded Program/Project.

##### State Funding

1. Original Grant Agreement, any amendment(s) and budget modification documents.
2. A listing of all bond-funded grants, loans, or subventions received from the State.
3. A listing of all other funding sources for each Program/Project.

##### Contracts

1. All subcontractor and consultant contracts and related or partners' documents, if applicable.
2. Contracts between the Agency and member agencies as related to the State funded Program/Project.

##### Invoices

1. Invoices from vendors and subcontractors for expenditures submitted to the State for payments under the Grant Agreement.
2. Documentation linking subcontractor invoices to State reimbursement, requests, and related Grant Agreement budget line items.
3. Reimbursement requests submitted to the State for the Grant Agreement.

## Cash Documents

1. Receipts (copies of warrants) showing payments received from the State.
2. Deposit slips (or bank statements) showing deposit of the payments received from the State.
3. Cancelled checks or disbursement documents showing payments made to vendors, subcontractors, consultants, and/or agents under the grants or loans.
4. Bank statements showing the deposit of the receipts.

## Accounting Records

1. Ledgers showing entries for the Sub-grantee's receipts and cash disbursements.
2. Ledgers showing receipts and cash disbursement entries of other funding sources.
3. Bridging documents that tie the general ledger to requests for Grant Agreement reimbursement.

## Administration Costs

1. Supporting documents showing the calculation of administration costs.

## Personnel

1. List of all contractors and Agency staff that worked on the State funded Program/Project.
2. Payroll records including timesheets for contractor staff and the Agency personnel who provided services charged to the program.

## Project Files

1. All supporting documentation maintained in the project files.
2. All Grant Agreement related correspondence.

## Funding Match Guidelines

Funding Match, or Local Cost Share, consists of non-State funds, including in-kind services. In-kind services are defined as work performed (i.e., dollar value of non-cash contributions) by the Sub-grantee (and potentially other parties) directly related to the execution of the funded project. Examples include volunteer services, equipment use, and use of facilities. The cost of in-kind service can be counted as Local Cost Share in-lieu of actual funds (or revenue) provided by the Sub-grantee. Other cost share and in-kind service eligibility conditions may apply. Provided below is guidance for documenting Local Cost Share with and without in-kind services.

- I. Although tracked separately, in-kind services shall be documented and, to the extent feasible, supported by the same methods used by the Sub-grantee for its own employees. Such documentation should include the following:
  - a) Detailed description of the contributed item(s) or service(s)
  - b) Purpose for which the contribution was made (tied to project scope)
  - c) Name of contributing organization and date of contribution
  - d) Real or approximate value of contribution. Include description of how the value was determined (e.g., actual, appraisal, fair market value, etc.); name of the person who valued the contribution; and justification of rate. (See item #2, below)

- e) Person's name and the function of the contributing person
  - f) Number of hours contributed
  - g) If multiple sources exist, these should be summarized on a table with summed charges
  - h) Source of contribution if it was provided by, obtained with, or supported by government funds
2. Rates for volunteer or in-kind services shall be consistent with those paid for similar work in the Sub-grantee's organization. For example, volunteer service of clearing vegetation performed by an attorney shall be valued at a fair market value for this service, not the rate for professional legal services. In those instances, in which the required skills are not found in the recipient organization, rates shall be consistent with those paid for similar work in the labor market. Paid fringe benefits that are reasonable, allowable, and allocable may be included in the valuation.
  3. Local Cost Share contribution (including in-kind services) shall be for costs and services directly attributed to activities included in the Sub-grantee Agreement. These services, furnished by professional and technical personnel, consultants, and other skilled and unskilled labor may be counted as in-kind if the activities are an integral and necessary part of the project funded by the Sub-grantee Agreement.
  4. Cash contributions made to a project shall be documented as revenue and in-kind services as expenditure. These costs should be tracked separately in the Sub-grantee's accounting system.

## PART 8: APPENDICES

### APPENDIX A: Part I Executing the Grant Agreement – Example Forms

Example forms included:

- W-9 Form
- Vendor Enrollment Form
- Project Director Certificate
- Environmental Information Form, NOE
- Environmental Information Form, Negative Declaration
- Environmental Information Form, Multiple Projects
- Environmental Information Form, Mitigated Negative Declaration with NEPA
- NCRP Project Performance and Monitoring Plan Guidelines
  - Exhibit A: Annotated Monitoring Plan
  - Exhibit B: Annotated Post-Performance Monitoring Report
- Sub-grantee Agreement (Non-Tribal Organizations)
  - NCRP Non-Compliance Policy
- Sub-grantee Agreement (Tribal Organizations)
  - NCRP Non-Compliance Policy
- Limited Waiver of Sovereign Immunity

# Request for Taxpayer Identification Number and Certification

**Give Form to the  
requester. Do not  
send to the IRS.**

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	<p><b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>City of Example</b></p>	
	<p><b>2</b> Business name/disregarded entity name, if different from above</p>	
	<p><b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.</p> <p><input type="checkbox"/> Individual/sole proprietor or single-member LLC    <input type="checkbox"/> C Corporation    <input type="checkbox"/> S Corporation    <input type="checkbox"/> Partnership    <input type="checkbox"/> Trust/estate</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____</p> <p><b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</p> <p><input checked="" type="checkbox"/> Other (see instructions) ▶</p>	<p><b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) <u>  3  </u></p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p>
	<p><b>5</b> Address (number, street, and apt. or suite no.) See instructions. <b>PO Box 111</b></p>	<p>Requester's name and address (optional)</p>
	<p><b>6</b> City, state, and ZIP code <b>City of Example, CA 95501</b></p>	
	<p><b>7</b> List account number(s) here (optional)</p>	

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>									
<b>or</b>									
<b>Employer identification number</b>									
3	3		-	3	3	3	3	3	3

## Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	<p>Signature of U.S. person ▶ <b>Sally Faker</b></p>	<p>Date ▶ <b>4/30/19</b></p>
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## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions age interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

**Note:** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

## What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note: ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or “doing business as” (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity’s name as shown on the entity’s tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a “disregarded entity.” See Regulations section 301.7701-2(c)(2)(iii). Enter the owner’s name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner’s name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity’s name on line 2, “Business name/disregarded entity name.” If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

### Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

### Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

### Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

#### Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys’ fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2—The United States or any of its agencies or instrumentalities

3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

**Note:** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

## Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

## Line 6

Enter your city, state, and ZIP code.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note:** See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at [www.SSA.gov](http://www.SSA.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/Businesses](http://www.irs.gov/Businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. Go to [www.irs.gov/Forms](http://www.irs.gov/Forms) to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to [www.irs.gov/OrderForms](http://www.irs.gov/OrderForms) to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note:** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.**

You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.**

You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

**What Name and Number To Give the Requester**

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
6. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

\*Note: The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

**Secure Your Tax Records From Identity Theft**

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.**

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

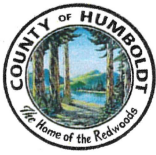
The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at [spam@uce.gov](mailto:spam@uce.gov) or report them at [www.ftc.gov/complaint](http://www.ftc.gov/complaint). You can contact the FTC at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see [www.IdentityTheft.gov](http://www.IdentityTheft.gov) and Pub. 5027.

Visit [www.irs.gov/IdentityTheft](http://www.irs.gov/IdentityTheft) to learn more about identity theft and how to reduce your risk.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.



COUNTY OF HUMBOLDT  
 COUNTY ADMINISTRATIVE OFFICE  
 PURCHASING & DISPOSITION TEAM  
 825 5th Street, Suite 112, Eureka, CA 95501  
 Telephone (707) 268-2544 Fax (707) 445-7299  
[purchasing@co.humboldt.ca.us](mailto:purchasing@co.humboldt.ca.us)

## VENDOR ENROLLMENT FORM

This form provides the information necessary for the COUNTY to setup a vendor ID# for your organization. A vendor ID# is essential for processing payments to you. You may choose to have payments disbursed via check or electronic payment.

VENDOR	
County PEID number (for County use only)	
Date	4/30/19
Company/Supplier Name (must match W9)	City of Example
Company DBA	
Name of company owner, if applicable.	First: Last:
Tax Country	USA
Vendor Website	
Vendor Type (select all that apply)	<input type="checkbox"/> Minority-Owned <input type="checkbox"/> Disabled Veteran <input type="checkbox"/> Small Business <input type="checkbox"/> HUB <input type="checkbox"/> Woman-Owned <input type="checkbox"/> Section-8 <input type="checkbox"/> Local Business (located in Humboldt County)
Business Type	Government
CONTACT INFORMATION - ORDERS	
Sales Contact Name	Name Sally Faker
Orders Address (Do not include company name)	Address Line 1 P.O. Box 111 Address Line 2 City, State, Zip Example , CA 95501
Orders Phone (800# preferred)	(xxx) xxx-xxxx (707) 867-5309 extension:
Orders Fax	(xxx) xxx-xxxx
Orders Email Address (will be used to transmit purchase orders to your company)	sfaker@ci.example.ca.us
Can you receive orders by email?	<input type="radio"/> Yes <input checked="" type="radio"/> No
Website URL for Ordering (if available)	NA
Current County account number (If more than one, write "multiple" and attach list)	NA

Vendors who wish to be notified of County Bids and RFPS must register online at [humboldt.gov/list.aspx](http://humboldt.gov/list.aspx)

County purchase order terms and conditions may be reviewed at [humboldt.gov/2163/POTC](http://humboldt.gov/2163/POTC)

# VENDOR ENROLLMENT FORM

CONTACT INFORMATION - BILLING	
Billing Contact Name	Sally Faker
Remit-to Address	Address Line 1 P.O. Box 111
	Address Line 2
	City, State, Zip Example, CA 95501
A/R Phone	(xxx) xxx-xxxx (707) 867-5309 Extension:
A/R Fax	(xxx) xxx-xxxx
A/R Email Address	sfaker@ci.example.ca.us
County Bill-to Address <small>(To ensure prompt payment, all statements and invoices MUST be mailed or emailed to this address)</small>	County of Humboldt, Purchasing 825 5th St. Rm 112 Eureka, CA 95501 purchasinginvoicing@co.humboldt.ca.us
Do you email invoices? (Yes is preferred)	<input checked="" type="radio"/> Yes <input type="radio"/> No
You are required to reference the purchase order number on your invoice. Will you be able to comply with this requirement?	<input type="radio"/> Yes <input checked="" type="radio"/> No
PAYMENT INFORMATION	
What are your payment terms?	No Terms
Negotiable discount based on business volume?	<input type="radio"/> Yes <input checked="" type="radio"/> No
Preferred method of payment <small>(If EFT/ACH, please complete items 1-3 below)</small>	EFT/ACH
1. Bank Account Number	86-75309-0001
2. Bank ABA transit routing number	111100579
3. Type of account	<input checked="" type="radio"/> Checking <input type="radio"/> Savings
Do you accept credit card payments?	<input type="radio"/> Yes <input checked="" type="radio"/> No
Do you offer discounts if paid with credit card?	<input type="radio"/> Yes <input checked="" type="radio"/> No
RESPONDANT	
Do you have insurance? If so, please list policy number, effective date and expiration date.	Policy # Effective Date Expiration Date
You are required to submit a W9 with this form. Is your W9 attached?	<input checked="" type="radio"/> Yes <input type="radio"/> No
Form completed by	Name Sally Faker Phone Number (707) 867-5309 Email Sfaker@ci.example.ca.us

← chose EFT/ACH if you prefer electronic deposit or CHECK if you prefer a payment check mailed to you.

## Proposition 1 Project Director Certification

Sub-Grantee Recipient: City of Example

Project Name: Water Tank Replacement Project

Component Project Director: Sally Faker

I certify that I am the assigned Project Director for this Project and I understand the requirements of the Program listed above and the responsibilities of the Project Director.

AND

(Check only the boxes to which you are certifying. Sign and submit this form to the Regional Manager.)

1) I am a paid employee of the Grant Recipient.

OR

2) I am a volunteer of the Grant Recipient and certify that: (you must be able to check off EACH box below):

2a) I am a member of the Recipient's Organization; and

2b) I will derive no personal monetary gain or other benefit; and

2c) I am not acting as a subcontractor or performing work on the Project.

### Invoice Signature Authorization

1) I will review and sign invoices authorizing reimbursement.

2) The following individual(s) is also authorized to sign invoices for this Project:

Designee's Name: Robert Clearwater

Designee's Name: \_\_\_\_\_

If the delegated signature authority changes, you must notify the Regional Manager in writing (e-mail acceptable).

### Project Contact

1) The Project Director is the primary contact for this project

2) The following individual(s) should be contacted for the day-to-day communication the management of this project:

Project Contact Name: Sally Faker

Project Contact Name: Robert Clearwater

Sally Faker  
Signature

04/30/19  
Date

add individuals who will be corresponding to the County of Humboldt regarding the project and invoicing, including financial staff or bookkeepers preparing invoices, if appropriate.

**ENVIRONMENTAL INFORMATION FORM - DEPARTMENT OF WATER RESOURCES**

Grant Recipients are responsible for complying with all applicable laws and regulations for their projects, including the California Environmental Quality Act (CEQA). Work that is subject to the California Environmental Quality Act (CEQA) shall not proceed under this Agreement until documents that satisfy the CEQA process are received by the Department of Water Resources (DWR) and DWR has completed its CEQA compliance determination. Work that is subject to CEQA shall not proceed until and unless approved by DWR. Such approval is fully discretionary and shall constitute a condition precedent to any work for which it is required. Once CEQA documentation has been completed, DWR will consider the environmental documents and decide whether to continue to fund the project or to require changes, alterations or other mitigation.

Grant Recipient: **County of Humboldt**

Agreement #: **TBD**

Project Name: **Water Tank Project**

Project Manager: **Sally Faker**

Address: **P.O. Box 111, County of Humboldt**

Phone Number: **(707) 897-5309**

1. List the source of any other grants or funds received from DWR to implement a portion of this project.  
**NA**

2. Is this a project as defined by CEQA? Yes  No  (if "yes", skip to #3) If "no", please explain below then skip to #8.

3. Is this project exempt from CEQA compliance? Yes  No  (if "no", skip to #4) If "yes", provide reasons for exemption. Cite the CEQA Article, Section and Title of the CEQA exemption, if appropriate. A partial list of the statutory exemptions is found in Cal. Code Regs., tit.14, art. 18 (sections 15260 – 15285) and a list of categorical exemptions is found in Cal. Code Regs., tit. 14, art. 19 (sections 15300 – 15332). A copy of CEQA and the applicable regulations may be found at:  
[http://resources.ca.gov/ceqa/docs/2016\\_CEQA\\_Statutes\\_and\\_Guidelines.pdf](http://resources.ca.gov/ceqa/docs/2016_CEQA_Statutes_and_Guidelines.pdf)

Check appropriate box below:

Lead Agency has already filed a Notice of Exemption (NOE) with the State Clearinghouse and/or County Clerk. Attach copy of NOE and, if applicable, a copy of Board Resolution.

Lead Agency will file a NOE with the State Clearinghouse and/or County Clerk. Provide estimated date: \_\_\_\_\_

Lead Agency will NOT file a NOE with the State Clearinghouse and/or County Clerk.

*If Lead Agency chooses not to file a NOE, sufficient documentation and information must be submitted to the DWR Grant Manager, along with this form, to allow DWR to make its own determination that the project is exempt from CEQA.*

Reason for exemption:

**This project is exempt from CEQA pursuant to §15302 (c) of the CEQA, Guidelines. Replacement or reconstruction of existing utility systems and/or facilities involving negligible or no expansion of capacity**

**ENVIRONMENTAL INFORMATION FORM**

4. If the project will require CEQA compliance, identify the Lead Agency.  
 CEQA Lead Agency: \_\_\_\_\_

5. Please check types of CEQA documents that have been or are to be prepared:

Initial Study \_\_\_\_\_

Negative Declaration / Mitigated Negative Declaration \_\_\_\_\_

Environmental Impact Report \_\_\_\_\_

6. Please describe the status of the CEQA documents, expected date of completion, and estimated cost, if requesting DWR funds relating to CEQA compliance:

Status: **NOE In progress** \_\_\_\_\_

Date of Completion: **12/31/2020** \_\_\_\_\_

Estimated Costs: **\$50.00** \_\_\_\_\_

7. If the CEQA document has been completed, please provide the name of the document and the State Clearinghouse number, if available.

\_\_\_\_\_

8. Please list all environmental permits that must be obtained to complete the project: (attach additional pages, as necessary)

TYPE OF PERMIT REQUIRED/PERMITTING AGENCY	DATE RECEIVED OR EXPECTED
<b>Grading Permit / County of Humboldt</b>	<b>2/2021</b>
<b>Building Permit / County of Humboldt</b>	<b>2/2021</b>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

9. This form was completed by:

**Sally Faker** \_\_\_\_\_  
 Print or Type Name

**(707) 897-5309** \_\_\_\_\_  
 Phone Number

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Date

Please send the completed and signed form to DWR Grant Manager. Use of Electronic Mail and Electronic Signature (with Appropriate Written Consent) is Recommended.

- For DWR internal use:*
- DWR received environmental documents.
- DWR made findings.

### ENVIRONMENTAL INFORMATION FORM - DEPARTMENT OF WATER RESOURCES

Grant Recipients are responsible for complying with all applicable laws and regulations for their projects, including the California Environmental Quality Act (CEQA). Work that is subject to the California Environmental Quality Act (CEQA) shall not proceed under this Agreement until documents that satisfy the CEQA process are received by the Department of Water Resources (DWR) and DWR has completed its CEQA compliance determination. Work that is subject to CEQA shall not proceed until and unless approved by DWR. Such approval is fully discretionary and shall constitute a condition precedent to any work for which it is required. Once CEQA documentation has been completed, DWR will consider the environmental documents and decide whether to continue to fund the project or to require changes, alterations or other mitigation.

Grant Recipient: **County of Humboldt**

Agreement #: **TBD**

Project Name: **Water Tank Project**

Project Manager: **Sally Faker**

Address: **P.O. Box 111, County of Humboldt**

Phone Number: **(707) 897-5309**

1. List the source of any other grants or funds received from DWR to implement a portion of this project.  
**NA**

2. Is this a project as defined by CEQA? Yes  No  (if "yes", skip to #3) If "no", please explain below then skip to #8.

3. Is this project exempt from CEQA compliance? Yes  No  (if "no", skip to #4) If "yes", provide reasons for exemption. Cite the CEQA Article, Section and Title of the CEQA exemption, if appropriate. A partial list of the statutory exemptions is found in Cal. Code Regs., tit.14, art. 18 (sections 15260 – 15285) and a list of categorical exemptions is found in Cal. Code Regs., tit. 14, art. 19 (sections 15300 – 15332). A copy of CEQA and the applicable regulations may be found at:  
[http://resources.ca.gov/ceqa/docs/2016\\_CEQA\\_Statutes\\_and\\_Guidelines.pdf](http://resources.ca.gov/ceqa/docs/2016_CEQA_Statutes_and_Guidelines.pdf)

Check appropriate box below:

Lead Agency has already filed a Notice of Exemption (NOE) with the State Clearinghouse and/or County Clerk. Attach copy of NOE and, if applicable, a copy of Board Resolution.

Lead Agency will file a NOE with the State Clearinghouse and/or County Clerk. Provide estimated date: \_\_\_\_\_

Lead Agency will NOT file a NOE with the State Clearinghouse and/or County Clerk.

*If Lead Agency chooses not to file a NOE, sufficient documentation and information must be submitted to the DWR Grant Manager, along with this form, to allow DWR to make its own determination that the project is exempt from CEQA.*

Reason for exemption:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**ENVIRONMENTAL INFORMATION FORM**

4. If the project will require CEQA compliance, identify the Lead Agency.  
 CEQA Lead Agency: **County of Humboldt**

5. Please check types of CEQA documents that have been or are to be prepared:

Initial Study

Negative Declaration / Mitigated Negative Declaration

Environmental Impact Report

6. Please describe the status of the CEQA documents, expected date of completion, and estimated cost, if requesting DWR funds relating to CEQA compliance:

Status: **In progress**

Date of Completion: **2/1/2021**

Estimated Costs: **\$5,000**

7. If the CEQA document has been completed, please provide the name of the document and the State Clearinghouse number, if available.

\_\_\_\_\_

8. Please list all environmental permits that must be obtained to complete the project: (attach additional pages, as necessary)

TYPE OF PERMIT REQUIRED/PERMITTING AGENCY	DATE RECEIVED OR EXPECTED
<b>Grading Permit / County of Humboldt</b>	<b>3/31/2021</b>
<b>Building Permit / County of Humboldt</b>	<b>3/31/2021</b>
<b>1600 Permit / California Department of Fish and Wildlife</b>	<b>3/31/2021</b>
_____	_____
_____	_____
_____	_____
_____	_____

9. This form was completed by:

**Sally Faker**

Print or Type Name

**(707) 897-5309**

Phone Number

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Date

Please send the completed and signed form to DWR Grant Manager. Use of Electronic Mail and Electronic Signature (with Appropriate Written Consent) is Recommended.

- For DWR internal use:
- DWR received environmental documents.
- DWR made findings.

**ENVIRONMENTAL INFORMATION FORM - DEPARTMENT OF WATER RESOURCES**

Grant Recipients are responsible for complying with all applicable laws and regulations for their projects, including the California Environmental Quality Act (CEQA). Work that is subject to the California Environmental Quality Act (CEQA) shall not proceed under this Agreement until documents that satisfy the CEQA process are received by the Department of Water Resources (DWR) and DWR has completed its CEQA compliance determination. Work that is subject to CEQA shall not proceed until and unless approved by DWR. Such approval is fully discretionary and shall constitute a condition precedent to any work for which it is required. Once CEQA documentation has been completed, DWR will consider the environmental documents and decide whether to continue to fund the project or to require changes, alterations or other mitigation.

Grant Recipient: **County of Humboldt**

Agreement #: **TBD**

Project Name: **Instream Restoration, Tribal Project**

Project Manager: **Sally Faker**

Address: **P.O. Box 111, County of Humboldt**

Phone Number: **(707) 897-5309**

1. List the source of any other grants or funds received from DWR to implement a portion of this project.  
**NA**

2. Is this a project as defined by CEQA? Yes  No  (if "yes", skip to #3) If "no", please explain below then skip to #8.

3. Is this project exempt from CEQA compliance? Yes  No  (if "no", skip to #4) If "yes", provide reasons for exemption. Cite the CEQA Article, Section and Title of the CEQA exemption, if appropriate. A partial list of the statutory exemptions is found in Cal. Code Regs., tit.14, art. 18 (sections 15260 – 15285) and a list of categorical exemptions is found in Cal. Code Regs., tit. 14, art. 19 (sections 15300 – 15332). A copy of CEQA and the applicable regulations may be found at:  
[http://resources.ca.gov/ceqa/docs/2016\\_CEQA\\_Statutes\\_and\\_Guidelines.pdf](http://resources.ca.gov/ceqa/docs/2016_CEQA_Statutes_and_Guidelines.pdf)

Check appropriate box below:

Lead Agency has already filed a Notice of Exemption (NOE) with the State Clearinghouse and/or County Clerk. Attach copy of NOE and, if applicable, a copy of Board Resolution.

Lead Agency will file a NOE with the State Clearinghouse and/or County Clerk. Provide estimated date: \_\_\_\_\_

Lead Agency will NOT file a NOE with the State Clearinghouse and/or County Clerk.

*If Lead Agency chooses not to file a NOE, sufficient documentation and information must be submitted to the DWR Grant Manager, along with this form, to allow DWR to make its own determination that the project is exempt from CEQA.*

Reason for exemption:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## ENVIRONMENTAL INFORMATION FORM

4. If the project will require CEQA compliance, identify the Lead Agency.  
 CEQA Lead Agency: **County of Humboldt**

5. Please check types of CEQA documents that have been or are to be prepared:

- Initial Study
- Negative Declaration / Mitigated Negative Declaration

Environmental Impact Report

6. Please describe the status of the CEQA documents, expected date of completion, and estimated cost, if requesting DWR funds relating to CEQA compliance:

Status: **In progress**

Date of Completion: **2/1/2021**

Estimated Costs: **\$15,000**

7. If the CEQA document has been completed, please provide the name of the document and the State Clearinghouse number, if available.

TYPE OF PERMIT REQUIRED/PERMITTING AGENCY	DATE RECEIVED OR EXPECTED
<b>1600 Permit / California Department of Fish and Wildlife</b>	<b>3/31/2021</b>
<b>402 Permit / North Coast Regional Water Quality Control Board</b>	<b>3/31/2021</b>
<b>404 Permit / US Army Corp of Engineers</b>	<b>3/31/2021</b>
<b>NEPA Categorical Exclusion</b>	<b>3/31/2021</b>
<b>Section 7 Consultation / NOAA Fisheries</b>	<b>3/31/2021</b>
<b>Section 106 Consultation / US Army Corp. of Engineers</b>	<b>3/31/2021</b>

9. This form was completed by:

**Sally Faker**  
 Print or Type Name

**(707) 897-5309**  
 Phone Number

Signature

Date

Please send the completed and signed form to DWR Grant Manager. Use of Electronic Mail and Electronic Signature (with Appropriate Written Consent) is Recommended.

For DWR internal use:

- DWR received environmental documents.
- DWR made findings.



## **North Coast Resource Partnership Project Performance and Monitoring Plan Guidelines**

### **Introduction**

As a condition of IRWM funding, each North Coast Resource Partnership (NCRP) project proponent will develop a Project Monitoring Plan (PMP) to track project performance throughout the implementation period and beyond, as part of the required Post-Performance Monitoring. The Project Completion Report will discuss project benefits achieved by the project completion date, in comparison to those originally proposed, as well as provide an initial accounting of benefits expected overtime. Additionally, Local Project Sponsors (LPS) shall submit Post-Performance Monitoring Reports to the State, via the Humboldt County administrative staff, annually for a total of 3 years, beginning 90 days after the first full year of operation. Project funding applications should include a budget for any costs of monitoring and assessment required during the construction/initial implementation of the project. Post-performance monitoring and assessment costs for efforts required after project completion will not be covered by IRWM funding.

Post-performance monitoring provides valuable data to the North Coast Resource Partnership and the State about the effectiveness of the IRWM program once the grant term has ended. The data collected will be used to evaluate the effectiveness of the North Coast IRWM Plan, also referred to as the NCRP Plan; improve the program over time; and help the NCRP better serve the needs of the North Coast Region.

### **Project Monitoring Plan Components**

The Monitoring Plan should identify the project goals and anticipated benefits and describe what information will be collected to verify success, and methods used. It should describe the specific metrics, or performance indicators, that will enable LPS to show progress, identify problems, and quantify the ongoing benefits of the project. It should also include baseline conditions, where applicable, and a brief discussion of monitoring systems, methods, and frequency, as well as the location of monitoring points. An annotated Monitoring Plan is included with Exhibit B to help LPS develop an appropriate plan of action.

The Monitoring Plan will need to be updated if there is a significant scope change resulting from an amendment to the agreement. Importantly, Monitoring Plans must include the methods that will be used for the required three years of post-performance monitoring.

### **Project Effectiveness Reporting**

In order to obtain relevant feedback for adaptive management at a programmatic level, the NCRP requires that LPS include within their monitoring plan specific measures to determine whether benefits expected through project implementation are realized. These benefits may take multiple forms—improved water supply reliability, decreased carbon emissions, increased carbon sequestration, increased instream flow, improved habitat, etc. and

will be derived from the project application by the LPS with assistance available from NCRP staff or the County of Humboldt. Each benefit claimed must have qualitative or quantitative targets that will be used to measure progress towards attainment. It is vital to determine appropriate and feasible measurement tools and targets as the monitoring plan is developed in order to ensure adequate measurement of project effectiveness in achieving stated benefits.

See Exhibit A for potential benefits and suggested units of measurement for each. LPS are strongly encouraged to use the metrics provided in Exhibit A during development of their Monitoring Plan to help ensure consistency of metrics used program-wide. These metrics will be synchronized with other reporting requirements and reported on a regular basis and will document physical benefits for each project as they accrue. Data will be quantitative and will include physical units of measure. Examples include acres of habitat restored, mg/L of sediment reduced instream, acre-feet of water supply produced per year, number of participants in workshops or programs, number of households with access to improved water supply reliability, etc.

Exhibit B provides an annotated project Monitoring Plan and annotated Post Performance Monitoring Report. Note that project performance monitoring processes are continually being refined—by both the state and NCRP—to best obtain the desired information while limiting the burden on LPS; the format provided in the examples may change over time.

### **Statewide Monitoring Requirements**

The 2019 Integrated Regional Water Management (IRWM) Proposition I Grant Program Guidelines outline monitoring requirements per Water Code §79704 and §10920. Local project sponsors are solely responsible for complying with these requirements and must report on their completion and compliance in each Post-Performance Monitoring Report. These requirements include:

- Water quality monitoring data shall be collected and reported to the State Water Resources Control Board (SWRCB) in a manner that is compatible and consistent with surface water monitoring data systems or groundwater monitoring data systems administered by the SWRCB (Water Code §79704) such as the California Environmental Data Exchange Network (<http://www.ceden.org/>) and the Groundwater Ambient Monitoring and Assessment Program (<https://www.waterboards.ca.gov/gama/>).
- Projects that collect watershed monitoring data shall collect and report the data in a manner consistent with the Department of Conservation’s statewide watershed monitoring program (Water Code §79704). See the California Watershed Assessment Manual at (<http://cwam.ucdavis.edu/>).
- Water Code §10927 requires various entities, including local agencies that are managing all or part of a groundwater basin pursuant to Water Code §10750, to assume responsibilities for groundwater elevation monitoring and reporting, as required by Water Code §10920 et seq. More information about requirements is provided on the California Statewide Groundwater Elevation Monitoring (CASGEM) program website (<https://water.ca.gov/Programs/Groundwater-Management/Groundwater-Elevation-Monitoring--CASGEM>).

For further information or questions, please contact:

Denise Monday  
Senior Environmental Analyst  
County of Humboldt, Natural Resources Planning  
[dmonday@co.humboldt.ca.us](mailto:dmonday@co.humboldt.ca.us)  
707-267-9540

## EXHIBIT A. METRICS TO EVALUATE PROJECT PERFORMANCE

POTENTIAL BENEFIT	SUGGESTED UNITS
<b>Enhancement of Beneficial Uses</b>	
Enhancement of Beneficial Uses	Number of downstream water bodies affected
Enhancement of Beneficial Uses	Water body names and volumes
Enhancement of Beneficial Uses	Percentage of each water body affected
Enhancement of Beneficial Uses	Beneficial uses affected by project
Enhancement of Beneficial Uses	Change in beneficial use activity expected for the affected portion of each water body
Enhancement of Beneficial Uses: Sport Fishing	Increase in sport fishing days per year*
Enhancement of Beneficial Uses: Water Contact Recreation	Increase in open days per year*
Enhancement of Beneficial Uses: Wildlife Habitat	Acres of riparian habitat restored per year
<b>Water Supply</b>	
Increased Instream Flow for Environmental Purposes	Increased fishery flow rate in cubic feet per second (cfs)*
Increased Instream Flow for Agricultural Purposes	Gallons per year; Gallons per minute; Acre-feet per year
Increased Instream Flow for Municipal Purposes	Gallons per year; Gallons per minute; Acre-feet per year
Change in Timing and Volume of Instream Flow	Cubic feet per second (cfs) over a particular period (document evidence of scarcity during this period)
Increased Water Supply Reliability	Water supply produced, saved, or recycled acre-feet per year (AFY); Number of household customers; Reduction in frequency of water shortages* (e.g., once in five years, once in ten years); Reduction in magnitude of shortage* (e.g., 10% reduction, 20% reduction)
<b>Water Quality</b>	
Constituent Concentration	Reduction in mg/L*
Sediment Reduction	Tons per year*
Decreased Water Temperature	Change in maximum daily temperature, by day*
Increased Dissolved Oxygen (DO)	Avoided project; Change in DO concentration*
Bacteria/ Contaminant Reduction	Avoided project; Change in bacteria/contaminant concentration*
Additional Water Quality Projects Avoided	Avoided projects
Avoided Water Treatment Costs	Gallons per year; Acre-feet per year and the estimated cost of treatment per unit
Avoided Culvert Failures	Number of culvert failures avoided and estimated average cost of each culvert failure

POTENTIAL BENEFIT	SUGGESTED UNITS
Flood Damage Reduction <i>See also Flood Control</i>	Reduction in acres inundated seasonally/annually. *
<b>Other Ecosystem Services Benefits</b>	
Fishery Improvement <i>See also Increased Instream Flow for Environmental Purposes; Habitat Restoration</i>	Increased fishery flow rate in cubic feet per second (cfs)* Number of fish per year; Percent population increase*; Density (fish/m <sup>2</sup> )
Increased Quantity or Quality of Recreation or Public Access	Number of recreation days, by type of activity
Improved Fish Passage <i>See also Fishery Improvement; Increased Instream Flow for Environmental Purposes; Habitat Restoration</i>	Number of fish per year; Percent population increase*; Density (fish/m <sup>2</sup> )
Habitat Restoration <i>See also Fishery Improvement; Increased Instream Flow for Environmental Purposes</i>	Acres of habitat restored
Species Protection	Number of species benefited
Invasive Plant Removal	Acres of habitat improved
Flood Control <i>See also Flood Damage Reduction</i>	Number of acres and type of land protected from inundation; Change in flood probabilities*
Reduction in Shellfish Closures	Number of days per year of reduced closures*; Change in quantity of commercial shellfish production*; Change in shellfish-related recreation days*
Decreased Operation and Maintenance Costs	Project specific
Avoided Costs of Road Maintenance	Miles of road and estimated costs of road maintenance per mile
Enhanced Firefighting Capabilities	Area protected per year; Avoided costs associated with other sources of water*; Avoided costs of delays associated with responding to fires*
Reduced Risk of Wildfire	Amount of fuel load reduced; predicted reduction in annual fire risk*
<b>Community and Social Benefits</b>	
Education or Technology Benefits	Number of people reached; Description of effects of technology (e.g., saved labor, better accuracy, etc.)
Avoided Public Water Resources Conflicts	Describe the conflict(s) and quantify if possible
Social Health and Safety	Describe the effects
Other Social Benefits	Number of people

POTENTIAL BENEFIT	SUGGESTED UNITS
<b>Climate Change Mitigation</b>	
Carbon Emissions Reductions from Reduced Electricity Use	Reduction in emissions of CO <sub>2</sub> equivalent (CO <sub>2</sub> E) per year, in tons* Reduced electricity use per year in kWh* To calculate emissions for the project area, go to <a href="https://www.epa.gov/energy/emissions-generation-resource-integrated-database-egrid">https://www.epa.gov/energy/emissions-generation-resource-integrated-database-egrid</a>
Carbon Emissions Reductions from Other Reduced Energy Use	Reduction in emissions of CO <sub>2</sub> equivalent (CO <sub>2</sub> E) per year, in tons*. Reduced energy use per year (e.g., gallons of diesel fuel)*. To calculate emissions reductions from different energy sources, go to <a href="http://www.epa.gov/cleanenergy/energy-resources/calculator.html#results">http://www.epa.gov/cleanenergy/energy-resources/calculator.html#results</a>
Carbon Sequestration	Number of trees planted, by type; Tons of CO <sub>2</sub> sequestered per year The Tree Carbon Calculator may be used to estimate carbon dioxide sequestration from tree planting projects: <a href="http://www.fs.fed.us/ccrc/tools/ctcc.shtml">http://www.fs.fed.us/ccrc/tools/ctcc.shtml</a>

\*When benefits are presented as change in pre-project conditions, such as percentage decrease in number of beach closures, energy consumption, average daily stream temperature, etc., baseline conditions MUST BE provided. For example: pre-project, the beach is closed an average of 3 weeks per year, or average energy use is 178 kWh/month, or the average daily stream temperature over the last 3 years is 22°C.

## EXHIBIT B. MONITORING PLAN

**Grantee:** County of Humboldt

**Implementing Agency:** [Subgrantee/Project Sponsor]

**Agreement No.:** [See grant agreement]      **Funding Grant Source/Round:** [See grant agreement]

**Project Title:** [Enter title as written on the Agreement and/or original application]

**Project Location:** Latitude [Enter in decimal degrees]      Longitude [Enter in decimal degrees]

**Date of Report:** [Date submitted]

**Expected Project Completion Date:** [See footnote<sup>1</sup>]      **Submitted by:** [Enter contact person and email]

**Note:** Significant changes to the scope of work (approved via grant agreement amendment) will require that Section III, IV, and V of this Monitoring Plan be updated, as applicable.

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

[Copy project description from the Work Plan included in the Agreement or the description included in the original application.]

**II. List the project benefits per the original application language.**

Add additional rows, as needed.

[Entries in the table below should list the benefits originally proposed. Indicate whether the benefit will be a One-Time or Ongoing (one-Time Benefits are generally achieved within the grant term and cannot be reasonably tracked on an ongoing basis).]

PROJECT BENEFITS SUMMARY TABLE		
Benefits Claimed in Project Application	One-Time Benefit	Ongoing Benefit
	Enter "X"	

<sup>1</sup> Enter expected completion date as written in project schedule included with the Agreement.

## Project Benefits Tracking

Use the Project Application to enter the required information into the Benefit Tables below.

### One-Time Benefits

One-time benefits cannot be reasonably quantified on an ongoing basis. Examples include benefits resulting from education or replacement of certain equipment.

#### III. List any one-time benefits that will result from this project.

Add additional benefit tables, as needed.

ONE-TIME BENEFIT 1		Example
<p><b>Desired Outcome</b> Proposed improvements to baseline/pre-implementation conditions</p>	<p><i>[Desired Outcome represents a <u>measurable</u> improvement as opposed to an action that may result in an improvement.]</i></p>	<p><i>Increase informed decision-making by growers on when to irrigate</i></p>
<p><b>Output Indicators</b> Actions taken to achieve desired outcome</p>	<p><i>[Output Indicators are the <u>directly related</u> actions taken to achieve the Desired Outcome.]</i></p>	<p><i>Will host a series of 5 demonstration workshops on use of soil moisture meters</i></p>
<p><b>Outcome Indicators</b> Target measurement that indicates the desired outcome has been achieved</p>	<p><i>[Outcome Indicators provide a threshold at which it can be reasonably agreed the Desired Outcome has been achieved, thereby demonstrating success.]</i></p>	<p><i>A total of 250 workshop participants</i></p>

ONE-TIME BENEFIT 2	
<p><b>Desired Outcome</b> Proposed improvements to baseline/pre-implementation conditions</p>	
<p><b>Output Indicators</b> Actions taken to achieve desired outcome</p>	
<p><b>Outcome Indicators</b> Target measurement that indicates the desired outcome has been achieved</p>	

## Ongoing Benefits

Ongoing benefits will be tracked for a minimum of 3 years post-construction.

### IV. List the ongoing benefits that will result from this project.

Add additional benefit tables, as needed. Where applicable, the monitoring plan for each benefit should include quantitative metrics.

ONGOING BENEFIT I		Example				
<p><b>Desired Outcome</b> Proposed improvements to baseline/pre-implementation conditions</p>	<i>[Desired Outcome represents a <u>measurable</u> improvement as opposed to an action that may result in an improvement.]</i>	<i>Decrease use of instream flow for irrigation during dry season (May through September).</i>				
<p><b>Output Indicators</b> Actions taken to achieve desired outcome</p>	<i>[Output Indicators are the <u>directly related</u> actions taken to achieve the Desired Outcome.]</i>	<i>Install grey water tanks for irrigation on three farms.</i>				
<p><b>Outcome Indicators</b> Target measurement that indicates the desired outcome has been achieved</p>	<i>[Outcome Indicators provide a threshold at which it can be reasonably agreed the proposed Desired Outcome has been achieved, thereby demonstrating success.]</i>	<i>Average Acre Feet of recycled water use as follows: May: 0.3-0.5 AF/acre x 235 acres = 94 AF June: 0.6-0.8 AF/acre x 235 acres = 164.5 AF July: 0.7-1.0 AF/acre x 235 acres = 199.75 AF Aug: 0.5-0.7 AF/acre x 235 acres = 141 AF Sept: 0.3-0.5 AF/acre x 235 acres = 94 AF Estimated Total = 693.25 AF</i>				
<p><b>Measurement Tools &amp; Methods</b> Quantitative means of measuring Outcome Indicators</p>	<i>[This section should describe the measurement protocol and units of measure that will be used to quantify the Outcome Indicators. Describe the source of the data and include the name of the person, position, or entity responsible for collecting and reporting it.]</i>	<i>Amount of recycled water use per month (determined by monthly water bill, assumes total usage is constant over time; project partners/beneficiaries provide data)</i>				
<p><b>Baseline Conditions*</b> Pre-project conditions of Outcome Indicators</p>	<i>[Cite the sources of data used to establish the baseline. Baseline conditions should ideally rely on years of carefully collected data by reputable organizations. Where this data is lacking, the Project Sponsor is responsible for establishing their own baseline prior to construction.]</i>	<i>An average of 1,200 AF/year of water diverted from the Russian River during the dry season (May-Sept.) from 2014-2016 (based on landowner survey conducted in early 2017).</i>				
<p><b>Monitoring Frequency</b> Description of how often each Outcome Indicator will be measured</p>	<i>[Indicate how often the Monitoring Locations will be visited and measured to determine whether the Outcome Indicator has been achieved/is being maintained.]</i>	<i>Monthly monitoring (reported annually) on each of the three farms that receive a water tank.</i>				
<p><b>Monitoring Locations</b> Description of where each Outcome Indicator will be measured</p>	<i>[Describe the monitoring locations with as much precision as possible. Include GPS coordinates and a map, if appropriate.]</i>	<table border="0"> <tr> <td><i>Sunny Acres (38.809°, -123.005°)</i></td> <td><i>Blue Oak Farm (38.800°, -122.999°)</i></td> </tr> <tr> <td><i>River Organics (38.801°, -123.002°)</i></td> <td><i>[Attach Map of Monitoring Locations.]</i></td> </tr> </table>	<i>Sunny Acres (38.809°, -123.005°)</i>	<i>Blue Oak Farm (38.800°, -122.999°)</i>	<i>River Organics (38.801°, -123.002°)</i>	<i>[Attach Map of Monitoring Locations.]</i>
<i>Sunny Acres (38.809°, -123.005°)</i>	<i>Blue Oak Farm (38.800°, -122.999°)</i>					
<i>River Organics (38.801°, -123.002°)</i>	<i>[Attach Map of Monitoring Locations.]</i>					

\*The Baseline Conditions row should be completed when Outcome Indicators are presented as change (e.g. percent in/decrease) in the pre-project implementation conditions. Additional information can be included in section XIII.

## ONGOING BENEFIT 2

<p><b>Desired Outcome</b> Proposed improvements to baseline/pre-implementation conditions</p>	
<p><b>Output Indicators</b> Actions taken to achieve desired outcome</p>	
<p><b>Outcome Indicators</b> Target measurement that indicates the desired outcome has been achieved</p>	
<p><b>Measurement Tools &amp; Methods</b> Quantitative means of measuring Outcome Indicators</p>	
<p><b>Baseline Conditions*</b> Pre-project conditions of Outcome Indicators</p>	
<p><b>Monitoring Frequency</b> Description of how often each Outcome Indicator will be measured</p>	
<p><b>Monitoring Locations</b> Description of where each Outcome Indicator will be measured</p>	<p><i>Attach a map of monitoring locations to this Monitoring Plan.</i></p>

\*The Baseline Conditions row should be completed when Outcome Indicators are presented as change (e.g. percent in/decrease) in the pre-project implementation conditions. Additional information can be included in section XIII.

- V. How will the project be maintained (e.g. irrigation, pest management, weed abatement)?**
  
- VI. What will be the frequency and duration of proposed maintenance activities?**
  
- VII. Are there any special environmental considerations (e.g. resource agency requirements, permit requirements, CEQA/NEPA mitigation measures)?**
  
- VIII. Who is responsible for collecting the samples (i.e. who is conducting monitoring and/or maintenance)?**
  
- IX. How, and to whom, will monitoring results be reported (e.g. paper reports, online databases, public meetings)?**
  
- X. What adaptive management strategies will be employed if problems are encountered during routine monitoring or maintenance?**
  
- XI. What is the anticipated life of the project?**

**XII. Will data on surface or groundwater water quality or groundwater elevation (including chemical, physical, or biological data) be collected as part of this project? If so, discuss how the data will be collected and confirm that it will be submitted to the State via the California Environmental Data Exchange Network (CEDEN) or the California Statewide Groundwater Elevation Monitoring (CASGEM) System, as required.**

*[Include unequivocal confirmation that water quality data will be submitted, as required. Briefly explain the process of its collection and submission.]*

**XIII. Include baseline monitoring data/graphs and baseline monitoring photos in this section, if applicable.**

*[In addition to baseline monitoring data, graphs, and photos: Use this section to expand on the Baseline Conditions row(s) in the Ongoing Benefit tables in section IV.]*

# EXHIBIT B. POST PERFORMANCE MONITORING REPORT

**Grantee:** County of Humboldt

**Implementing Agency:** [Subgrantee/Project Sponsor]

**Agreement No.:** [See grant agreement]      **Funding Grant Source/Round:** [See grant agreement]

**Project Title:** [Enter title as written on the Agreement and/or original application]

**Project Location:** Latitude [Enter in decimal degrees]      Longitude [Enter in decimal degrees]

**Date of Report:** [Date submitted]      **Report No.:** [Enter 1-3]      **Project Completion Date:** [See footnote<sup>1</sup>]

**Time Period of this Report:** [See footnote<sup>2</sup>]      **Submitted by:** [Enter contact person and email]

**Monitoring Plan updated following amendment executed (enter amendment # and date):** [Following significant scope changes resulting from an amendment, the monitoring plan must be updated. Enter the execution dates of amendments that prompted a monitoring plan update.]

**I. Post-Performance Reports Schedule:** [Copy schedule included in Project Completion Report.]

PPR 1	PPR 2	PPR 3

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

[Copy project description from the Work Plan included in the Agreement or the description included in the original application. If applicable, briefly explain any changes to what was originally proposed (e.g. amendments).]

**III. List the project benefits per the original application language.**

[Entries in the table below should list the benefits originally proposed. If a benefit was effectively eliminated through an amendment it should be noted here, although it will not be tracked in the Monitoring Plan Tables below. Additional benefits resulting from the project but not included in the Monitoring Plan should be noted here as well.]

PROJECT EFFECTIVENESS MONITORING TABLE		
Benefits Claimed in Project Application	Tracked in Monitoring Plan Table (y/n)	If no, state reason (e.g. an unanticipated benefit not included in the Grant Application)

<sup>1</sup> In this context, the project completion date is the date on the Notice of Completion. Check with your NCRP grant manager if you are unsure of which date to use.

<sup>2</sup> Time period should cover a full 12 months; the time period of the first report will begin with the Project Completion Date.

**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.**

*[Many projects will achieve the benefits originally proposed. However, if this is not the case, explain. Were the original benefits overestimated? Are the benefits more difficult to quantify than expected? Did a change in the scope of work affect the project benefits?]*

**V. Summarize any additional costs and/or benefits deriving from the project since its completion, if applicable.**

*[Examples of additional costs include maintenance costs, monitoring costs, or costs associated with environmental compliance. "Original Cost(s)" should be filled in when the additional cost was included as a line item in the project budget. If applicable and quantifiable, the value of additional benefits can be included here as well.]*

Component/Benefit	Original Cost(s)	Additional Cost(s)	Short Explanation of Additional Cost(s)

**VI. Was data on surface or groundwater water quality (including chemical, physical, or biological data) or groundwater elevation collected as part of this project? If so, discuss how the data was collected and confirm that it was submitted to the State via the California Environmental Data Exchange Network (CEDEN) or the California Statewide Groundwater Elevation Monitoring (CASGEM) System, as required.**

*[Include unequivocal confirmation that water quality data was submitted, as required. Briefly explain the process of its collection and submission.]*

## Ongoing Project Benefits Tracking

Use the Monitoring Plan to enter the required information into the Benefit Tables below. Add additional benefit tables, if needed. Ongoing benefits will be tracked for a minimum of 3 years post-construction.

### VII. List the ongoing benefits that will result from this project.

*[Ongoing benefits are those that can be monitored over the useful life of the project or at least over the 3 years following Project Completion. Because the IRWM program is designed to support projects that will confer benefits for many years to come, the majority of project benefits should fall into this category.]*

ONGOING BENEFIT I		Example
<b>Desired Outcome</b> Proposed improvements to baseline/pre-implementation conditions	<i>[Desired Outcome represents a <u>measurable</u> improvement as opposed to an action that may result in an improvement.]</i>	<i>Improve drinking water quality by decreasing manganese concentration.</i>
<b>Output Indicators</b> Actions taken to achieve desired outcome	<i>[Output Indicators are the <u>directly related</u> actions taken to achieve the Desired Outcome.]</i>	<i>Install a new 200,000-gallon bolted steel tank and 10,000 linear feet of distribution lines.</i>
<b>Outcome Indicators</b> Target measurement that indicates the desired outcome has been achieved	<i>[Outcome Indicators provide a threshold at which it can be reasonably agreed the Desired Outcome has been achieved, thereby demonstrating success.]</i>	<i>The manganese concentration leaving the treatment unit total will average 0.05 mg/L.</i>
<b>Measurement Tools &amp; Methods</b> Quantitative means of measuring Outcome Indicators	<i>[This section should describe the measurement protocol and units of measure used to quantify the Outcome Indicators. Describe the source of the data and include the name of the person, position, or entity responsible for collecting and reporting it.]</i>	<i>A sampling tap will be installed on the new tank. Samples will be taken by the Water Quality Technician and will be tested for manganese at a professional testing lab.</i>
<b>Baseline Conditions*</b> Pre-project conditions of Outcome Indicators	<i>[Cite the sources of data used to establish the baseline.]</i>	<i>Wells that supplied the City have been out of service due to high manganese levels.</i>
<b>Monitoring Frequency</b> Description of how often each Outcome Indicator will be measured	<i>[Indicate how often the Monitoring Locations were visited and measured to determine if the Outcome Indicator has been achieved/is being maintained.]</i>	<i>Samples will be taken monthly and reported to SWRCB Division of Drinking Water as part of monthly and annual drinking water reporting.</i>
<b>Monitoring Locations</b> Description of where each Outcome Indicator will be measured	<i>[Describe the locations monitored with as much precision as possible. Include GPS coordinates and a map, if appropriate.]</i>	<i>Monitoring will occur at the City's Water Treatment Plant (coordinates listed on pg. 1).</i>
<b>Results</b>	<i>[Results should include discussion of whether the Desired Outcome was achieved either through the Output Indicators listed (or some other means) and how this is demonstrated by the Outcome Indicators. Graphs, photos, and additional information can be included in the final section of this report, if appropriate.]</i>	<i>Sample results averaged 0.03 mg/L in the last year, with a range of 0.015 – 0.042 mg/L.</i>

\*The Baseline Conditions row should be completed when Outcome Indicators are presented as change (e.g. percent in/decrease) in the pre-project conditions.

**VIII. Provide any additional information relevant to or generated by the continued operation or monitoring of the project. Include monitoring data/graphs and monitoring photos in this section, if applicable.**

*[This section can be used to expand on the Results sections of the tables above or to provide other additional information relevant to the project.]*

**PROPOSITION 1 SUB-GRANTEE AGREEMENT**

**BY AND BETWEEN**

**THE COUNTY OF HUMBOLDT**

**AND**

**[NAME OF SUB-GRANTEE]**

**FOR THE PROJECT ENTITLED: [PROJECT NAME]**

This Agreement, entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as “COUNTY,” and [Name of Sub-Grantee], a [Type of Organization (e.g. California corporation)], hereinafter referred to as “SUB-GRANTEE,” is made upon the following considerations:

WHEREAS, COUNTY has agreed to receive grant funding from the California Department of Water Resources (“DWR”) pursuant to Proposition 1 Integrated Regional Water Management Implementation Grant Agreement No. [Agreement No.], dated [\_\_\_\_\_, 20\_\_] (“Proposition 1 Implementation Agreement”), which is attached hereto as Exhibit A – Proposition 1 Implementation Agreement and incorporated herein by reference; and

WHEREAS, SUB-GRANTEE is one of several parties intended to receive grant funding from COUNTY pursuant to said Proposition 1 Implementation Agreement for work to be completed by SUB-GRANTEE as set forth in said Proposition 1 Implementation Agreement; and

WHEREAS, such work to be completed by SUB-GRANTEE, and other specific information pertaining to the [Name of Specific Project] (“Project”), is set forth in both the Proposition 1 Implementation Agreement and in this Agreement as Exhibit B – Work Plan, Schedule and Budget, which is attached hereto and incorporated herein by reference; and

WHEREAS, the parties acknowledge that COUNTY intends to merely administer the distribution of grant funds pursuant to the Proposition 1 Implementation Agreement and SUB-GRANTEE intends to complete all other aspects of the Project, as set forth in the Proposition 1 Implementation Agreement and Exhibit B to this Agreement, in a manner that will insure COUNTY’s compliance with the Proposition 1 Implementation Agreement; and

WHEREAS, COUNTY is relying on SUB-GRANTEE’s performance hereunder in order for COUNTY to comply with its obligations set forth in the Proposition 1 Implementation Agreement; and

WHEREAS, the parties desire to set forth the terms and conditions under which SUB-GRANTEE is to receive grant funds from COUNTY.

NOW THEREFORE, the parties hereto mutually agree as follows:

1. INCORPORATION BY REFERENCE:

The above recitals are incorporated herein by reference.

2. RIGHTS AND OBLIGATIONS OF SUB-GRANTEE:

A. Scope of Work. SUB-GRANTEE shall perform all work pertaining to the Project, and provide the documentation required of COUNTY or other sub-grantees, in a timely manner as set forth in the applicable provisions of the Proposition 1 Implementation Agreement and Exhibit B to this Agreement.

- B. Provision of Requested Documentation and Project Access. To enable COUNTY to confirm SUB-GRANTEE's compliance with this Agreement, SUB-GRANTEE shall provide COUNTY with any requested documentation and access to any work sites, or other areas associated with the Project.

3. RIGHTS AND OBLIGATIONS OF COUNTY:

- A. Disbursement. Subject to the receipt of grant funds from DWR, as a result of a particular request for disbursement submitted by SUB-GRANTEE, and the other terms and conditions set forth herein, COUNTY shall remit to SUB-GRANTEE such funds it receives from DWR. SUB-GRANTEE shall not be entitled to disbursement of grant funds as set forth herein, if COUNTY does not receive grant funds from DWR in connection with SUB-GRANTEE's request for disbursement.
- B. Remedies. In the event SUB-GRANTEE violates any provision of this Agreement that could potentially result in a violation of the Proposition 1 Implementation Agreement, COUNTY may take any and all appropriate measures to prevent any such violation of the Proposition 1 Implementation Agreement, or to mitigate any damages COUNTY could incur as a result thereof, including, but not limited to, performing any work required of SUB-GRANTEE hereunder. SUB-GRANTEE shall be liable for any costs incurred by COUNTY in connection with any such violation of this Agreement or the Proposition 1 Implementation Agreement.

4. DISBURSEMENT OF GRANT FUNDS:

- A. Disbursement Requests. SUB-GRANTEE hereby acknowledges that the Eligible Project Costs related to the Project are limited to those set forth in the applicable provisions of the Proposition 1 Implementation Agreement and Exhibit B to this Agreement. SUB-GRANTEE shall not request disbursement for any cost until such cost has been incurred, and has been paid, or is due and payable, by SUB-GRANTEE.
- B. Matching Funds. SUB-GRANTEE hereby acknowledges that it is required to obtain matching funds for the Project as set forth in the applicable provisions of the Proposition 1 Implementation Agreement.
- C. Invoices. In order to receive disbursement of grant funds, SUB-GRANTEE shall submit to COUNTY monthly invoices itemizing all work completed, and Eligible Project Costs incurred, by SUB-GRANTEE. Invoices shall be in a format approved by, and shall include backup documentation as specified by, the Humboldt County Department of Public Works and the Humboldt County Auditor-Controller. All invoices submitted by SUB-GRANTEE shall be sent to COUNTY at the following address:

COUNTY: Humboldt County Department of Public Works – Natural Resources Division  
Attn: Devin Theobald, Administrative Analyst  
1106 Second Street  
Eureka, CA 95501

- D. Retention of Grant Funds. SUB-GRANTEE acknowledges that COUNTY may withhold the disbursement of any grant funds that may be necessary to satisfy the retention requirements set forth in the applicable provisions of the Proposition 1 Implementation Agreement.
- E. Conditions and Limitations. Notwithstanding any other provision of this Agreement, no disbursement of grant funds shall be required at any time or in any manner which:

1. Violates, or conflicts with, the Proposition 1 Implementation Agreement or any local, state or federal laws, rules or regulations.
2. May require any rebates to the federal government pursuant to any applicable local, state or federal laws or regulations.
3. May result in the loss of tax-free status on state bonds pursuant to any applicable local, state or federal laws or regulations.

F. Refunds. If COUNTY is required to refund to DWR any disbursement made to SUB-GRANTEE, due to a violation of the Proposition 1 Implementation Agreement by SUB-GRANTEE, SUB-GRANTEE shall refund to COUNTY such disbursement amount plus any interest or penalties required to be paid by COUNTY in connection with such refund.

5. TERM:

This Agreement shall begin upon execution by both parties and shall remain in full force and effect until [\_\_\_\_\_, 20\_\_], or until all of the parties' obligations hereunder are fully satisfied, whichever occurs earlier.

6. TERMINATION:

- A. Breach of Contract. If, in the opinion of COUNTY, SUB-GRANTEE fails to adequately perform its obligations hereunder, within the time limits set forth in the applicable provisions of the Proposition 1 Implementation Agreement and Exhibit B to this Agreement, or otherwise fails to comply with any term or condition of this Agreement, or violates any ordinance, regulation or other law applicable to its performance herein, COUNTY may terminate this Agreement immediately, upon notice.
- B. Without Cause. This Agreement may be terminated by COUNTY without cause upon thirty (30) days advance written notice. Such notice shall state the effective date of the termination.
- C. Insufficient Funding. COUNTY's obligations under this Agreement are contingent upon the availability of local, state and/or federal funds. In the event such funding is reduced or eliminated, COUNTY shall, at its sole discretion, determine whether this Agreement shall be terminated. COUNTY shall provide SUB-GRANTEE seven (7) days advance written notice of its intent to terminate this Agreement due to insufficient funding.
- D. Compensation Upon Termination. In the event of any termination of this Agreement, SUB-GRANTEE shall be entitled to compensation for uncompensated Eligible Project Costs incurred hereunder through and including the effective date of such termination. However, this provision shall not limit or reduce any damages owed to COUNTY due to a breach of this Agreement by SUB-GRANTEE.

7. NOTICES:

Any and all notices required to be given pursuant to the terms of this Agreement shall be in writing and either served personally or sent by certified mail, return receipt requested, to the respective addresses set forth below. Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

COUNTY: Humboldt County Department of Public Works – Natural Resource Division  
Attn: Denise Monday, Environmental Analyst  
1106 Second Street  
Eureka, CA 95501

SUB-GRANTEE: [Name of Sub-Grantee]  
Attention: [Name of Contact Person]  
[Street Address]  
[City, State Zip Code]

8. RECORD RETENTION AND INSPECTION:

- A. Maintenance and Preservation of Records. SUB-GRANTEE agrees to timely prepare accurate and complete performance records relating to the Project, and to maintain and preserve said records for at least seven (7) years from the expiration date of this Agreement, except that if any litigation, claim, negotiation, audit or other action is pending, the records shall be retained until completion and resolution of all issues arising therefrom.
- B. Inspection of Records. SUB-GRANTEE hereby agrees to make all performance records relating to the Project available during normal business hours to inspection, audit and reproduction by COUNTY and any other duly authorized local, state and/or federal agencies. SUB-GRANTEE further agrees to allow interviews of any persons who might reasonably have information related to such records by COUNTY and any other duly authorized local, state and/or federal agencies. All examinations and inspections conducted under this section shall be strictly confined to those matters connected with the performance of this Agreement.

9. MONITORING:

SUB-GRANTEE agrees that COUNTY has the right to monitor all activities related to this Agreement, including, without limitation, the right to review and monitor SUB-GRANTEE's records, programs or procedures, at any time, as well as access any work sites, or other areas associated with the Project, in order to ensure compliance with the terms and conditions of this Agreement. However, COUNTY is not responsible, and will not be held accountable, for overseeing or evaluating the adequacy of the results of work performed by SUB-GRANTEE.

10. CONFIDENTIAL INFORMATION:

In the performance of this Agreement, SUB-GRANTEE may receive confidential information. SUB-GRANTEE hereby agrees to protect all such confidential information in conformance with any and all applicable local, state and federal laws and regulations.

11. NUCLEAR FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE:

By executing this Agreement, SUB-GRANTEE certifies that is not a Nuclear Weapons Contractor, in that SUB-GRANTEE is not knowingly or intentionally engaged in the research, development, production or testing of nuclear warheads, nuclear weapons systems or nuclear weapons components, as defined by the Nuclear Free Humboldt County Ordinance. SUB-GRANTEE agrees to notify COUNTY immediately if it becomes a Nuclear Weapons Contractor as defined above. COUNTY may immediately terminate this Agreement if it determines that the foregoing certification is false, or if SUB-GRANTEE subsequently becomes a Nuclear Weapons Contractor.

12. NON-DISCRIMINATION COMPLIANCE:

- A. Professional Services and Employment. In connection with the execution of this Agreement, SUB-GRANTEE shall not unlawfully discriminate in the provision of professional services or against any employee or applicant for employment because of race, religion or religious creed, color, age (over forty (40) years of age), sex (including gender identity and expression, pregnancy, childbirth and related medical conditions), sexual orientation (including heterosexuality, homosexuality and bisexuality), national origin, ancestry, marital status, medical condition (including cancer and genetic characteristics), mental or physical disability (including HIV status and AIDS), political affiliation, military service or any other classifications protected by local, state and federal laws and regulations. Nothing herein shall be construed to require employment of unqualified persons.
- B. Compliance with Anti-Discrimination Laws. SUB-GRANTEE further assures that it will abide by the provisions of: Title VI and Title VII of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; the Food Stamp Act of 1977; Title II of the Americans with Disabilities Act of 1990; the California Fair Employment and Housing Act; California Civil Code Sections 51, et seq.; California Government Code Sections 4450, et seq.; California Welfare and Institutions Code Section 10000; Division 21 of the California Department of Social Services Manual of Policies and Procedures; United States Executive Order 11246, as amended and supplemented by United States Executive Order 11375 and 41 C.F.R. Part 60; and any other applicable local, state and/or federal laws and regulations, all as may be amended from time to time. The applicable regulations of the California Fair Employment and Housing Commission implementing California Government Code Section 12990, set forth in Chapter 5, 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.

13. INDEMNIFICATION:

- A. Hold Harmless, Defense and Indemnification. SUB-GRANTEE shall hold harmless, defend and indemnify COUNTY and its agents, officers, officials, employees and volunteers from and against any and all liabilities, including, without limitation, liability under the Proposition 1 Implementation Agreement, claims, demands, losses, damages, expenses and costs of any kind or nature, including, but not limited to, attorney fees and other costs of litigation, arising out of, or in connection with, SUB-GRANTEE's negligent performance of, or failure to comply with, any of the obligations contained herein, except such loss or damage which was caused by the sole negligence or willful misconduct of COUNTY.
- B. Effect of Insurance. Acceptance of insurance, if required by this Agreement, does not relieve SUB-GRANTEE from liability under this provision. This provision shall apply to all claims for damages related to the services performed by SUB-GRANTEE pursuant to the terms and conditions of this Agreement regardless if any insurance is applicable or not. The insurance policy limits set forth herein shall not act as a limitation upon the amount of indemnification or defense to be provided by SUB-GRANTEE hereunder.

14. INSURANCE:

Without limiting SUB-GRANTEE's indemnification obligations provided for herein, SUB-GRANTEE will maintain in full force and effect, at its own expense, any and all appropriate comprehensive general liability insurance, comprehensive automobile insurance and workers' compensation policies.

15. RELATIONSHIP OF PARTIES:

It is understood that this Agreement is by and between two (2) independent entities and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or any other similar association. Both parties further agree that SUB-GRANTEE shall not be entitled to any benefits to which COUNTY employees are entitled, including, but not limited to, overtime, retirement benefits, leave benefits or workers' compensation. SUB-GRANTEE shall be solely responsible for the acts or omissions of its agents, officers, employees, assignees and subcontractors.

16. WARRANTIES AND REPRESENTATIONS:

SUB-GRANTEE hereby makes all of the warranties, representations, covenants and certifications that are otherwise made by COUNTY with respect to the Project, as set forth in the applicable provisions of the Proposition 1 Implementation Agreement.

17. COMPLIANCE WITH LAWS:

SUB-GRANTEE agrees to comply with any and all applicable local, state and federal laws and regulations, in performance of its obligations hereunder. SUB-GRANTEE further agrees to comply with any and all applicable provisions of the Proposition 1 Implementation Agreement. In the event that any applicable law, regulation or contractual provision is amended during the term of this Agreement, the parties agree to comply with the amended law, regulation or contractual provision as of the effective date of such amendment.

18. PROVISIONS REQUIRED BY LAW:

This Agreement is subject to any additional local, state and federal restrictions, limitations, or conditions that may affect the provisions, terms, conditions or funding of this Agreement. This Agreement shall be read and enforced as though all legally required provisions are included herein, and if for any reason any such provision is not included, or is not correctly stated, the parties agree to amend this Agreement to make such insertion or correction.

19. SEVERABILITY:

If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.

20. ASSIGNMENT:

SUB-GRANTEE shall not delegate its duties or assign its rights, obligations, or interests hereunder, either in whole or in part, without COUNTY's prior written consent. Any assignment in violation of this provision shall be void, and shall be cause for immediate termination of this Agreement. This provision shall not be applicable to service agreements or other arrangements usually or customarily entered into by SUB-GRANTEE to obtain supplies, technical support or professional services.

21. AGREEMENT SHALL BIND SUCCESSORS:

All terms and conditions of this Agreement shall be fully binding upon, inure to the benefit of, and be enforceable by, the parties hereto and to each of their heirs, executors, administrators, legal representatives, successors and permitted assigns.

22. WAIVER OF DEFAULT:

The waiver of any breach of this Agreement by either party shall not be deemed a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement.

23. NON-LIABILITY OF COUNTY OFFICIALS AND EMPLOYEES:

No official or employee of COUNTY shall be personally liable for any default or liability under this Agreement.

24. AMENDMENT:

This Agreement may be amended at any time during the term of this Agreement upon the mutual consent of both parties. No addition to, or alteration of, the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

25. DISPUTE RESOLUTION:

If a dispute arises involving the interpretation, implementation or enforcement of this Agreement, the parties shall meet, in person and in good faith, to make every reasonable attempt to resolve the problem within thirty (30) days of discovering a material dispute. The parties agree that informal dispute resolution, including mediation, should an in-person meeting prove unsuccessful, shall be attempted prior to seeking recourse from the courts.

26. JURISDICTION AND VENUE:

This Agreement shall be construed in accordance with the laws of the State of California. Any dispute arising hereunder, or relating hereto, shall be litigated in the State of California and venue shall lie in the County of Humboldt unless transferred by court order pursuant to California Code of Civil Procedure Sections 394 or 395.

27. ADVERTISING AND MEDIA RELEASE:

All informational material related to this Agreement shall receive approval from COUNTY prior to being used as advertising or released to the media, including, but not limited to, television, radio, newspapers and internet. SUB-GRANTEE shall inform COUNTY of all requests for interviews by media related to this Agreement before such interviews take place; and COUNTY is entitled to have a representative present at such interviews. All notices required by this provision shall be given to the Humboldt County Public Works Director.

28. SUBCONTRACTS:

SUB-GRANTEE shall obtain prior written approval from COUNTY before subcontracting any of its obligations hereunder. Any and all subcontracts will be subject to all applicable provisions of this Agreement. SUB-GRANTEE shall remain legally responsible for the performance of all terms and conditions of this Agreement, including work performed by third parties under subcontracts, whether approved by COUNTY or not.

29. ATTORNEYS' FEES:

If either party shall commence any legal action or proceeding, including an action for declaratory relief, against the other by reason of the alleged failure of the other to perform or keep any provision

of this Agreement from being performed, the prevailing party in said action or proceeding shall be entitled to recover court costs and reasonable attorneys' fees, including the reasonable value of services rendered by the Humboldt County Counsel's Office, to be fixed by the court, and such recovery shall include court costs and attorney's fees on appeal, if applicable. As used herein, "prevailing party" means the party who dismisses an action or proceeding in exchange for payment of substantially all sums allegedly due, performance of provisions allegedly breached or other considerations substantially equal to the relief sought by said party, as well as the party in whose favor final judgment is rendered.

30. SURVIVAL:

The duties and obligations of the parties set forth in Section 6(D) – Compensation Upon Termination, Section 8 –Record Retention and Inspection, Section 10 – Confidential Information and Section 13 – Indemnification shall survive the expiration or termination of this Agreement.

31. CONFLICTING TERMS OR CONDITIONS:

In the event of any conflict in the terms or conditions set forth in any other agreements in place between the parties hereto and the terms and conditions set forth in this Agreement, the terms and conditions set forth herein shall have priority.

32. INTERPRETATION:

This Agreement, as well as its individual provisions, shall be deemed to have been prepared equally by both of the parties hereto, and shall not be construed or interpreted more favorably for one party on the basis that the other party prepared it.

33. INDEPENDENT CONSTRUCTION:

The titles of the sections, subsections and paragraphs set forth in this Agreement are inserted for convenience of reference only, and shall be disregarded in construing or interpreting any of the provisions of this Agreement.

34. FORCE MAJEURE:

Neither party hereto shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control of such party and without fault or negligence of such party. Such events shall include, but not be limited to, acts of God, strikes, lockouts, riots, acts of war, epidemics, acts of government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism or other disasters, whether or not similar to the foregoing.

35. ENTIRE AGREEMENT:

This Agreement contains all of the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either of the parties hereto. In addition, this Agreement shall supersede in its entirety any and all prior agreements, promises, representations, understandings and negotiations of the parties, whether oral or written, concerning the subject matter of this Agreement. Any and all acts which may have already been consummated pursuant to the terms and conditions of this Agreement are hereby ratified.

36. AUTHORITY TO EXECUTE:

Each person executing this Agreement represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such party's obligations hereunder have been duly authorized.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first written above.

**[NAME OF SUB-GRANTEE]:**

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

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

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

Title: \_\_\_\_\_

**COUNTY OF HUMBOLDT:**

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

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

Thomas K. Mattson, Director  
Humboldt County Department of Public Works  
Pursuant to the authority delegated by the  
Board of Supervisors on [\_\_\_\_\_, 20\_\_]

**LIST OF EXHIBITS:**

- Exhibit A – Proposition 1 Implementation Agreement
- Exhibit B – Work Plan, Schedule and Budget



## **NCRP POLICIES, 2019**

### **XI. NONCOMPLIANCE POLICY, 2019**

The County of Humboldt (COUNTY), in its role as the Regional Grant Administrator on behalf of the North Coast Resource Partnership (NCRP), aims to create an environment in which each Sub-Grantee can be successful. The COUNTY intends to actively assist Sub-Grantees in understanding and meeting the grant agreement requirements. However, it is the responsibility of the Sub-Grantee to comply with grant agreement terms and conditions, NCRP policies, and applicable laws and regulations. When errors or delays arise, the COUNTY will work with the Sub-Grantee to try to find solutions before they become compliance issues. However, when sufficient corrective actions are not taken by a Sub-Grantee to resolve compliance issues, the COUNTY will initiate the following Noncompliance Policy procedures.

#### **Failure to Execute the Sub-Grantee Agreement**

The Project Sponsor is required to sign and return the Sub-Grantee agreement within six (6) months of receiving the agreement from the COUNTY so that it may be fully executed.

- If the Sub-Grantee is unable to sign the agreement within six (6) months, the submittal of a time extension request is required. In order to be approved, a written request shall explain the reason the extension is necessary and provide a proposed timeline, stating when the signed agreement will be submitted to the COUNTY. Approval of the extension request will be at the discretion of the COUNTY grant manager.
- If the Sub-Grantee fails to submit the signed Sub-Grantee Agreement or an acceptable extension request within six (6) months, County staff may recommend that the NCRP Policy Review Panel (PRP) withdraw the project funding offer and initiate the process of reallocating the funds to a different project, per the NCRP Policy, *Project Funding Reallocation Process*.

#### **Other Significant Compliance Issues**

Compliance with Sub-Grantee Agreement terms and conditions, NCRP policies, and applicable laws and regulations is a mandatory requirement to maintain good standing with this grant program. Common non-compliance circumstances include the following:

- Repeated failure to follow required administrative procedures and requirements after multiple reminders, such as:
  - Late invoice and report submittals
  - Insufficient quality and completeness of forms and reports
  - Incorrect or altered forms
  - Inadequate communication to remediate errors, delaying the payment process
- Repeated lack of responsiveness to communications regarding grant compliance
- Failure to submit signed grant agreement amendments within three (3) months of receipt from the COUNTY
- Noncompliance with state and local permits
- Noncompliance with DWR contract requirements

**Procedures to Remediate Significant Compliance Issues:**

1. When COUNTY staff determines that there are significant compliance issues, the Sub-Grantee will be notified via email that they are out of compliance and a corrective action is required within 10 calendar days.
  - a. If corrective action is not taken and communicated to the COUNTY within 10 days, the Sub-Grantee shall submit a written request for a time extension to come into compliance, with an explanation for why an extension is warranted and a schedule for coming into compliance.
  - b. **Mandatory Compliance Refresher Training:**  
The County will hold a conference call or personal meeting with the Sub-Grantee to review the applicable procedures and requirements of the agreement.  
  
A follow-up letter will be sent to the Sub-Grantee identifying the issues discussed during the refresher training. The letter shall be signed by the Sub-Grantee and returned to the COUNTY, acknowledging an understanding of and commitment to comply with the terms of the grant agreement.
2. **Formal Noncompliance Letter:**  
If the Sub-Grantee still fails to correct the issue within 10 days, the COUNTY will send a Noncompliance Letter to the Project Manager, the Project’s Agency Director, and copied to the NCRP Executive Committee Members. The letter will reference the compliance issue, prior attempts from the COUNTY to attain compliance, and the suggested actions to bring the Sub-Grantee back into compliance within 10 days.
3. **Conference Call/Meeting:**  
The Noncompliance Letter will suggest a conference call or meeting to discuss the compliance issues and corrective action required. The call or meeting is an opportunity for the Sub-Grantee to present a corrective action plan that can be agreed upon by the Sub-Grantee and the COUNTY to resolve the compliance issues.

4. Termination of Agreement:

If the compliance issue remains uncorrected after the deadline indicated in the letter and there continues to be no agreed upon plan of action as a result of the meeting, COUNTY staff may recommend that the NCRP Policy Review Panel authorize termination of the Sub-Grantee agreement and initiate the reallocation of funds, per the NCRP Policy, *Project Funding Reallocation Process*.

The Sub-Grantee will be added to a list of entities that failed to comply with the grant agreement requirements, which will be provided to the Technical Peer Review Committee as a reference at future project review meetings for funding opportunities.



This is an example Sub-Grantee Agreement used between the COUNTY and Tribal Organizations. The project's scope of work, budget and schedule will be included as an exhibit, as well as the main grant agreement between DWR and COUNTY agreement.

**PROPOSITION 1 SUB-GRANTEE AGREEMENT  
BY AND BETWEEN  
THE COUNTY OF HUMBOLDT  
AND**

**[NAME OF SUB-GRANTEE]  
FOR THE PROJECT ENTITLED: [PROJECT NAME]**

This Agreement, entered into this \_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as “COUNTY,” and [Name of Sub-Grantee], a [Type of Tribal Organization], hereinafter referred to as “SUB-GRANTEE,” is made upon the following considerations:

WHEREAS, COUNTY has agreed to receive grant funding from the California Department of Water Resources (“DWR”) pursuant to Proposition 1 Integrated Regional Water Management Implementation Grant Agreement No. [Agreement No.], dated [\_\_\_\_\_, 20\_\_] (“Proposition 1 Implementation Agreement”), which is attached hereto as Exhibit A – Proposition 1 Implementation Agreement and incorporated herein by reference; and

WHEREAS, SUB-GRANTEE is one of several parties intended to receive grant funding from COUNTY pursuant to said Proposition 1 Implementation Agreement for work to be completed by SUB-GRANTEE as set forth in said Proposition 1 Implementation Agreement; and

WHEREAS, such work to be completed by SUB-GRANTEE, and other specific information pertaining to the [Name of Specific Project] (“Project”), is set forth in both the Proposition 1 Implementation Agreement and in this Agreement as Exhibit B – Work Plan, Schedule and Budget, which is attached hereto and incorporated herein by reference; and

WHEREAS, the parties acknowledge that COUNTY intends to merely administer the distribution of grant funds pursuant to the Proposition 1 Implementation Agreement and SUB-GRANTEE intends to complete all other aspects of the Project, as set forth in the Proposition 1 Implementation Agreement and Exhibit B to this Agreement, in a manner that will insure COUNTY’s compliance with the Proposition 1 Implementation Agreement; and

WHEREAS, COUNTY is relying on SUB-GRANTEE’s performance hereunder in order for COUNTY to comply with its obligations set forth in the Proposition 1 Implementation Agreement; and

WHEREAS, the parties desire to set forth the terms and conditions under which SUB-GRANTEE is to receive grant funds from COUNTY.

NOW THEREFORE, the parties hereto mutually agree as follows:

1. INCORPORATION BY REFERENCE:

The above recitals are incorporated herein by reference.

2. RIGHTS AND OBLIGATIONS OF SUB-GRANTEE:

A. Scope of Work. SUB-GRANTEE shall perform all work pertaining to the Project, and provide the documentation required of COUNTY or other sub-grantees, in a timely manner as set forth in the applicable provisions of the Proposition 1 Implementation Agreement and Exhibit B to this Agreement.

- B. Provision of Requested Documentation and Project Access. To enable COUNTY to confirm SUB-GRANTEE's compliance with this Agreement, SUB-GRANTEE shall provide COUNTY with any requested documentation and access to any work sites, or other areas associated with the Project.

3. RIGHTS AND OBLIGATIONS OF COUNTY:

- A. Disbursement. Subject to the receipt of grant funds from DWR, as a result of a particular request for disbursement submitted by SUB-GRANTEE, and the other terms and conditions set forth herein, COUNTY shall remit to SUB-GRANTEE such funds it receives from DWR. SUB-GRANTEE shall not be entitled to disbursement of grant funds as set forth herein, if COUNTY does not receive grant funds from DWR in connection with SUB-GRANTEE's request for disbursement.
- B. Remedies. In the event SUB-GRANTEE violates any provision of this Agreement that could potentially result in a violation of the Proposition 1 Implementation Agreement, COUNTY may take any and all appropriate measures to prevent any such violation of the Proposition 1 Implementation Agreement, or to mitigate any damages COUNTY could incur as a result thereof, including, but not limited to, performing any work required of SUB-GRANTEE hereunder. SUB-GRANTEE shall be liable for any costs incurred by COUNTY in connection with any such violation of this Agreement or the Proposition 1 Implementation Agreement.

4. DISBURSEMENT OF GRANT FUNDS:

- A. Disbursement Requests. SUB-GRANTEE hereby acknowledges that the Eligible Project Costs related to the Project are limited to those set forth in the applicable provisions of the Proposition 1 Implementation Agreement and Exhibit B to this Agreement. SUB-GRANTEE shall not request disbursement for any cost until such cost has been incurred, and has been paid, or is due and payable, by SUB-GRANTEE.
- B. Matching Funds. SUB-GRANTEE hereby acknowledges that it is required to obtain matching funds for the Project as set forth in the applicable provisions of the Proposition 1 Implementation Agreement.
- C. Invoices. In order to receive disbursement of grant funds, SUB-GRANTEE shall submit to COUNTY monthly invoices itemizing all work completed, and Eligible Project Costs incurred, by SUB-GRANTEE. Invoices shall be in a format approved by, and shall include backup documentation as specified by, the Humboldt County Department of Public Works and the Humboldt County Auditor-Controller. All invoices submitted by SUB-GRANTEE shall be sent to COUNTY at the following address:

COUNTY: Humboldt County Department of Public Works – Natural Resources Division  
Attn: Denise Monday, Environmental Analyst  
1106 Second Street  
Eureka, CA 95501

- D. Retention of Grant Funds. SUB-GRANTEE acknowledges that COUNTY may withhold the disbursement of any grant funds that may be necessary to satisfy the retention requirements set forth in the applicable provisions of the Proposition 1 Implementation Agreement.
- E. Conditions and Limitations. Notwithstanding any other provision of this Agreement, no disbursement of grant funds shall be required at any time or in any manner which:

1. Violates, or conflicts with, the Proposition 1 Implementation Agreement or any local, state or federal laws, rules or regulations.
2. May require any rebates to the federal government pursuant to any applicable local, state or federal laws or regulations.
3. May result in the loss of tax-free status on state bonds pursuant to any applicable local, state or federal laws or regulations.

F. Refunds. If COUNTY is required to refund to DWR any disbursement made to SUB-GRANTEE, due to a violation of the Proposition 1 Implementation Agreement by SUB-GRANTEE, SUB-GRANTEE shall refund to COUNTY such disbursement amount plus any interest or penalties required to be paid by COUNTY in connection with such refund.

5. TERM:

This Agreement shall begin upon execution by both parties and shall remain in full force and effect until [\_\_\_\_\_, 20\_\_], or until all of the parties' obligations hereunder are fully satisfied, whichever occurs earlier.

6. TERMINATION:

- A. Breach of Contract. If, in the opinion of COUNTY, SUB-GRANTEE fails to adequately perform its obligations hereunder, within the time limits set forth in the applicable provisions of the Proposition 1 Implementation Agreement and Exhibit B to this Agreement, or otherwise fails to comply with any term or condition of this Agreement, or violates any ordinance, regulation or other law applicable to its performance herein, COUNTY may terminate this Agreement immediately, upon notice.
- B. Without Cause. This Agreement may be terminated by COUNTY without cause upon thirty (30) days advance written notice. Such notice shall state the effective date of the termination.
- C. Insufficient Funding. COUNTY's obligations under this Agreement are contingent upon the availability of local, state and/or federal funds. In the event such funding is reduced or eliminated, COUNTY shall, at its sole discretion, determine whether this Agreement shall be terminated. COUNTY shall provide SUB-GRANTEE seven (7) days advance written notice of its intent to terminate this Agreement due to insufficient funding.
- D. Compensation Upon Termination. In the event of any termination of this Agreement, SUB-GRANTEE shall be entitled to compensation for uncompensated Eligible Project Costs incurred hereunder through and including the effective date of such termination. However, this provision shall not limit or reduce any damages owed to COUNTY due to a breach of this Agreement by SUB-GRANTEE.

7. NOTICES:

Any and all notices required to be given pursuant to the terms of this Agreement shall be in writing and either served personally or sent by certified mail, return receipt requested, to the respective addresses set forth below. Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

COUNTY: Humboldt County Department of Public Works – Natural Resource Division  
Attn: Denise Monday, Environmental Analyst  
1106 Second Street  
Eureka, CA 95501

SUB-GRANTEE: [Name of Sub-Grantee]  
Attention: [Name of Contact Person]  
[Street Address]  
[City, State Zip Code]

8. RECORD RETENTION AND INSPECTION:

- A. Maintenance and Preservation of Records. SUB-GRANTEE agrees to timely prepare accurate and complete performance records relating to the Project, and to maintain and preserve said records for at least seven (7) years from the expiration date of this Agreement, except that if any litigation, claim, negotiation, audit or other action is pending, the records shall be retained until completion and resolution of all issues arising therefrom.
- B. Inspection of Records. SUB-GRANTEE hereby agrees to make all performance records relating to the Project available during normal business hours to inspection, audit and reproduction by COUNTY and any other duly authorized local, state and/or federal agencies. SUB-GRANTEE further agrees to allow interviews of any persons who might reasonably have information related to such records by COUNTY and any other duly authorized local, state and/or federal agencies. All examinations and inspections conducted under this section shall be strictly confined to those matters connected with the performance of this Agreement.

9. MONITORING:

SUB-GRANTEE agrees that COUNTY has the right to monitor all activities related to this Agreement, including, without limitation, the right to review and monitor SUB-GRANTEE's records, programs or procedures, at any time, as well as access any work sites, or other areas associated with the Project, in order to ensure compliance with the terms and conditions of this Agreement. However, COUNTY is not responsible, and will not be held accountable, for overseeing or evaluating the adequacy of the results of work performed by SUB-GRANTEE.

10. CONFIDENTIAL INFORMATION:

In the performance of this Agreement, SUB-GRANTEE may receive confidential information. SUB-GRANTEE hereby agrees to protect all such confidential information in conformance with any and all applicable local, state and federal laws and regulations.

11. NUCLEAR FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE:

By executing this Agreement, SUB-GRANTEE certifies that is not a Nuclear Weapons Contractor, in that SUB-GRANTEE is not knowingly or intentionally engaged in the research, development, production or testing of nuclear warheads, nuclear weapons systems or nuclear weapons components, as defined by the Nuclear Free Humboldt County Ordinance. SUB-GRANTEE agrees to notify COUNTY immediately if it becomes a Nuclear Weapons Contractor as defined above. COUNTY may immediately terminate this Agreement if it determines that the foregoing certification is false, or if SUB-GRANTEE subsequently becomes a Nuclear Weapons Contractor.

12. NON-DISCRIMINATION COMPLIANCE:

- A. Professional Services and Employment. In connection with the execution of this Agreement, SUB-GRANTEE shall not unlawfully discriminate in the provision of professional services or against any employee or applicant for employment because of race, religion or religious creed, color, age (over forty (40) years of age), sex (including gender identity and expression, pregnancy, childbirth and related medical conditions), sexual orientation (including heterosexuality, homosexuality and bisexuality), national origin, ancestry, marital status, medical condition (including cancer and genetic characteristics), mental or physical disability (including HIV status and AIDS), political affiliation, military service or any other classifications protected by local, state and federal laws and regulations. Nothing herein shall be construed to require employment of unqualified persons.
- B. Compliance with Anti-Discrimination Laws. SUB-GRANTEE further assures that it will abide by the provisions of: Title VI and Title VII of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; the Food Stamp Act of 1977; Title II of the Americans with Disabilities Act of 1990; the California Fair Employment and Housing Act; California Civil Code Sections 51, et seq.; California Government Code Sections 4450, et seq.; California Welfare and Institutions Code Section 10000; Division 21 of the California Department of Social Services Manual of Policies and Procedures; United States Executive Order 11246, as amended and supplemented by United States Executive Order 11375 and 41 C.F.R. Part 60; and any other applicable local, state and/or federal laws and regulations, all as may be amended from time to time. The applicable regulations of the California Fair Employment and Housing Commission implementing California Government Code Section 12990, set forth in Chapter 5, 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.

13. INDEMNIFICATION:

- A. Hold Harmless, Defense and Indemnification. SUB-GRANTEE shall hold harmless, defend and indemnify COUNTY and its agents, officers, officials, employees and volunteers from and against any and all liabilities, including, without limitation, liability under the Proposition 1 Implementation Agreement, claims, demands, losses, damages, expenses and costs of any kind or nature, including, but not limited to, attorney fees and other costs of litigation, arising out of, or in connection with, SUB-GRANTEE's negligent performance of, or failure to comply with, any of the obligations contained herein, except such loss or damage which was caused by the sole negligence or willful misconduct of COUNTY.
- B. Effect of Insurance. Acceptance of insurance, if required by this Agreement, does not relieve SUB-GRANTEE from liability under this provision. This provision shall apply to all claims for damages related to the services performed by SUB-GRANTEE pursuant to the terms and conditions of this Agreement regardless if any insurance is applicable or not. The insurance policy limits set forth herein shall not act as a limitation upon the amount of indemnification or defense to be provided by SUB-GRANTEE hereunder.

14. INSURANCE:

Without limiting SUB-GRANTEE's indemnification obligations provided for herein, SUB-GRANTEE will maintain in full force and effect, at its own expense, any and all appropriate comprehensive general liability insurance, comprehensive automobile insurance and workers' compensation policies.

15. RELATIONSHIP OF PARTIES:

It is understood that this Agreement is by and between two (2) independent entities and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or any other similar association. Both parties further agree that SUB-GRANTEE shall not be entitled to any benefits to which COUNTY employees are entitled, including, but not limited to, overtime, retirement benefits, leave benefits or workers' compensation. SUB-GRANTEE shall be solely responsible for the acts or omissions of its agents, officers, employees, assignees and subcontractors.

16. WARRANTIES AND REPRESENTATIONS:

SUB-GRANTEE hereby makes all of the warranties, representations, covenants and certifications that are otherwise made by COUNTY with respect to the Project, as set forth in the applicable provisions of the Proposition 1 Implementation Agreement.

17. COMPLIANCE WITH LAWS:

SUB-GRANTEE agrees to comply with any and all applicable laws and regulations, in performance of its obligations hereunder. SUB-GRANTEE further agrees to comply with any and all applicable provisions of the Proposition 1 Implementation Agreement. In the event that any applicable law, regulation or contractual provision is amended during the term of this Agreement, the parties agree to comply with the amended law, regulation or contractual provision as of the effective date of such amendment.

18. PROVISIONS REQUIRED BY LAW:

This Agreement is subject to any additional legal restrictions, limitations, or conditions that may affect the provisions, terms, conditions or funding of this Agreement. This Agreement shall be read and enforced as though all legally required provisions are included herein, and if for any reason any such provision is not included, or is not correctly stated, the parties agree to amend this Agreement to make such insertion or correction.

19. SEVERABILITY:

If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.

20. ASSIGNMENT:

SUB-GRANTEE shall not delegate its duties or assign its rights, obligations, or interests hereunder, either in whole or in part, without COUNTY's prior written consent. Any assignment in violation of this provision shall be void, and shall be cause for immediate termination of this Agreement. This provision shall not be applicable to service agreements or other arrangements usually or customarily entered into by SUB-GRANTEE to obtain supplies, technical support or professional services.

21. AGREEMENT SHALL BIND SUCCESSORS:

All terms and conditions of this Agreement shall be fully binding upon, inure to the benefit of, and be enforceable by, the parties hereto and to each of their heirs, executors, administrators, legal representatives, successors and permitted assigns.

22. WAIVER OF DEFAULT:

The waiver of any breach of this Agreement by either party shall not be deemed a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement.

23. NON-LIABILITY OF COUNTY OFFICIALS AND EMPLOYEES:

No official or employee of COUNTY shall be personally liable for any default or liability under this Agreement.

24. AMENDMENT:

This Agreement may be amended at any time during the term of this Agreement upon the mutual consent of both parties. No addition to, or alteration of, the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

25. DISPUTE RESOLUTION:

If a dispute arises involving the interpretation, implementation or enforcement of this Agreement, the parties shall meet, in person and in good faith, to make every reasonable attempt to resolve the problem within thirty (30) days of discovering a material dispute. The parties agree that informal dispute resolution, including mediation, should an in-person meeting prove unsuccessful, shall be attempted prior to seeking recourse from the courts.

26. JURISDICTION AND VENUE:

This Agreement shall be construed in accordance with the laws of the State of California. Any dispute arising hereunder, or relating hereto, shall be litigated in the State of California and venue shall lie in the County of Humboldt unless transferred by court order pursuant to California Code of Civil Procedure Sections 394 or 395.

27. LIMITED WAIVER OF TRIBAL SOVEREIGN IMMUNITY:

SUB-GRANTEE does not waive its sovereign immunity or consent to suit in any court except as expressly stated in this section and subject to the limitations and considerations stated in this section.

A. Limited Waiver and Consent to Suit. SUB-GRANTEE waives its sovereign immunity and consents to suit as to “Covered Claims” as defined herein. SUB-GRANTEE’s governing body has executed a formal Resolution of Limited Waiver of Sovereign Immunity, which is attached hereto as Exhibit C and incorporated herein by reference.

B. Conditions and Limitations. This limited waiver and consent is subject to the following conditions and limitations:

1. This limited waiver and consent only applies to claims by COUNTY that SUB-GRANTEE has violated any provision of this Agreement or that seeks to resolve a dispute concerning the interpretation, implementation or enforcement of this Agreement (“Covered Claims”). It does not include tort claims, claims for indirect, special, consequential, exemplary or punitive damages, lost profits, emotional damages or any other claims not sounding in contract.

2. This limited waiver and consent only applies to COUNTY, and not to any other person, entity, including, any commercial or governmental entity or group, and not to any successor or assign of COUNTY.
3. This consent to suit only applies to the California State Courts in Humboldt County, and appropriate state appellate courts. SUB-GRANTEE does not consent to suit in any other court.
4. This limited waiver and consent is specifically limited to reimbursement of funds for obligations not performed by SUB-GRANTEE under the terms of this Agreement, not to exceed to the total Project cost contemplated under this Agreement, and/or specific performance to compel enforcement of this Agreement. This waiver of immunity expressly does not allow for recovery of attorneys fees or other costs associated with litigation of Covered Claims, or post-judgment interest.
5. Notwithstanding any applicable statute of limitations or other law, this limited waiver shall be enforceable only for such period as this Agreement remains in effect, and only as to claims arising during the effective period of this Agreement, except that this limited waiver of sovereign immunity shall remain effective for any proceeding then pending and all appeals therefrom until the underlying legal claim or claims have been finally determined.

28. ADVERTISING AND MEDIA RELEASE:

All informational material related to this Agreement shall receive approval from COUNTY prior to being used as advertising or released to the media, including, but not limited to, television, radio, newspapers and internet. SUB-GRANTEE shall inform COUNTY of all requests for interviews by media related to this Agreement before such interviews take place; and COUNTY is entitled to have a representative present at such interviews. All notices required by this provision shall be given to the Humboldt County Public Works Director.

29. SUBCONTRACTS:

SUB-GRANTEE shall obtain prior written approval from COUNTY before subcontracting any of its obligations hereunder. Any and all subcontracts will be subject to all applicable provisions of this Agreement. SUB-GRANTEE shall remain legally responsible for the performance of all terms and conditions of this Agreement, including work performed by third parties under subcontracts, whether approved by COUNTY or not.

30. SURVIVAL:

The duties and obligations of the parties set forth in Section 6(D) – Compensation Upon Termination, Section 8 –Record Retention and Inspection, Section 10 – Confidential Information and Section 13 – Indemnification shall survive the expiration or termination of this Agreement.

31. CONFLICTING TERMS OR CONDITIONS:

In the event of any conflict in the terms or conditions set forth in any other agreements in place between the parties hereto and the terms and conditions set forth in this Agreement, the terms and conditions set forth herein shall have priority.

32. INTERPRETATION:

This Agreement, as well as its individual provisions, shall be deemed to have been prepared equally by both of the parties hereto, and shall not be construed or interpreted more favorably for one party on the basis that the other party prepared it.

33. INDEPENDENT CONSTRUCTION:

The titles of the sections, subsections and paragraphs set forth in this Agreement are inserted for convenience of reference only, and shall be disregarded in construing or interpreting any of the provisions of this Agreement.

34. FORCE MAJEURE:

Neither party hereto shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control of such party and without fault or negligence of such party. Such events shall include, but not be limited to, acts of God, strikes, lockouts, riots, acts of war, epidemics, acts of government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism or other disasters, whether or not similar to the foregoing.

35. ENTIRE AGREEMENT:

This Agreement contains all of the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either of the parties hereto. In addition, this Agreement shall supersede in its entirety any and all prior agreements, promises, representations, understandings and negotiations of the parties, whether oral or written, concerning the subject matter of this Agreement. Any and all acts which may have already been consummated pursuant to the terms and conditions of this Agreement are hereby ratified.

36. AUTHORITY TO EXECUTE:

Each person executing this Agreement represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such party's obligations hereunder have been duly authorized.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first written above.

**[NAME OF SUB-GRANTEE]:**

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

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

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

Title: \_\_\_\_\_

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

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

Thomas K. Mattson, Director  
Humboldt County Department of Public Works  
Pursuant to the authority delegated by the  
Board of Supervisors on [\_\_\_\_\_, 20\_\_]

**LIST OF EXHIBITS:**

- Exhibit A – Proposition 1 Implementation Agreement
- Exhibit B – Work Plan, Schedule and Budget



## **NCRP POLICIES, 2019**

### **XI. NONCOMPLIANCE POLICY, 2019**

The County of Humboldt (COUNTY), in its role as the Regional Grant Administrator on behalf of the North Coast Resource Partnership (NCRP), aims to create an environment in which each Sub-Grantee can be successful. The COUNTY intends to actively assist Sub-Grantees in understanding and meeting the grant agreement requirements. However, it is the responsibility of the Sub-Grantee to comply with grant agreement terms and conditions, NCRP policies, and applicable laws and regulations. When errors or delays arise, the COUNTY will work with the Sub-Grantee to try to find solutions before they become compliance issues. However, when sufficient corrective actions are not taken by a Sub-Grantee to resolve compliance issues, the COUNTY will initiate the following Noncompliance Policy procedures.

#### **Failure to Execute the Sub-Grantee Agreement**

The Project Sponsor is required to sign and return the Sub-Grantee agreement within six (6) months of receiving the agreement from the COUNTY so that it may be fully executed.

- If the Sub-Grantee is unable to sign the agreement within six (6) months, the submittal of a time extension request is required. In order to be approved, a written request shall explain the reason the extension is necessary and provide a proposed timeline, stating when the signed agreement will be submitted to the COUNTY. Approval of the extension request will be at the discretion of the COUNTY grant manager.
- If the Sub-Grantee fails to submit the signed Sub-Grantee Agreement or an acceptable extension request within six (6) months, County staff may recommend that the NCRP Policy Review Panel (PRP) withdraw the project funding offer and initiate the process of reallocating the funds to a different project, per the NCRP Policy, *Project Funding Reallocation Process*.

#### **Other Significant Compliance Issues**

Compliance with Sub-Grantee Agreement terms and conditions, NCRP policies, and applicable laws and regulations is a mandatory requirement to maintain good standing with this grant program. Common non-compliance circumstances include the following:

- Repeated failure to follow required administrative procedures and requirements after multiple reminders, such as:
  - Late invoice and report submittals
  - Insufficient quality and completeness of forms and reports
  - Incorrect or altered forms
  - Inadequate communication to remediate errors, delaying the payment process
- Repeated lack of responsiveness to communications regarding grant compliance
- Failure to submit signed grant agreement amendments within three (3) months of receipt from the COUNTY
- Noncompliance with state and local permits
- Noncompliance with DWR contract requirements

**Procedures to Remediate Significant Compliance Issues:**

1. When COUNTY staff determines that there are significant compliance issues, the Sub-Grantee will be notified via email that they are out of compliance and a corrective action is required within 10 calendar days.
  - a. If corrective action is not taken and communicated to the COUNTY within 10 days, the Sub-Grantee shall submit a written request for a time extension to come into compliance, with an explanation for why an extension is warranted and a schedule for coming into compliance.
  - b. **Mandatory Compliance Refresher Training:**  
The County will hold a conference call or personal meeting with the Sub-Grantee to review the applicable procedures and requirements of the agreement.  
  
A follow-up letter will be sent to the Sub-Grantee identifying the issues discussed during the refresher training. The letter shall be signed by the Sub-Grantee and returned to the COUNTY, acknowledging an understanding of and commitment to comply with the terms of the grant agreement.
2. **Formal Noncompliance Letter:**  
If the Sub-Grantee still fails to correct the issue within 10 days, the COUNTY will send a Noncompliance Letter to the Project Manager, the Project’s Agency Director, and copied to the NCRP Executive Committee Members. The letter will reference the compliance issue, prior attempts from the COUNTY to attain compliance, and the suggested actions to bring the Sub-Grantee back into compliance within 10 days.
3. **Conference Call/Meeting:**  
The Noncompliance Letter will suggest a conference call or meeting to discuss the compliance issues and corrective action required. The call or meeting is an opportunity for the Sub-Grantee to present a corrective action plan that can be agreed upon by the Sub-Grantee and the COUNTY to resolve the compliance issues.

4. Termination of Agreement:

If the compliance issue remains uncorrected after the deadline indicated in the letter and there continues to be no agreed upon plan of action as a result of the meeting, COUNTY staff may recommend that the NCRP Policy Review Panel authorize termination of the Sub-Grantee agreement and initiate the reallocation of funds, per the NCRP Policy, *Project Funding Reallocation Process*.

The Sub-Grantee will be added to a list of entities that failed to comply with the grant agreement requirements, which will be provided to the Technical Peer Review Committee as a reference at future project review meetings for funding opportunities.



## Example Resolution of Limited Waiver of Sovereign Immunity

RESOLUTION NO. [ ]

**A RESOLUTION OF LIMITED WAIVER OF SOVEREIGN IMMUNITY FOR THE AGREEMENT BETWEEN THE COUNTY OF HUMBOLDT AND [TRIBAL ORGANIZATION] RELATING TO THE PROPOSITION 1 IMPLEMENTATION PROJECT FOR THE [PROJECT NAME]**

**WHEREAS**, the [Tribal Council] governing body of the [Tribal Organization], is a federally recognized Indian Tribe, located in California; and

**WHEREAS**, the [Tribal Organization] is eligible for all rights and privileges afforded to federally-recognized tribes; and

**WHEREAS**, the Tribe wishes to enter into an agreement with the County of Humboldt (“County”) by which it facilitate [Project Goals]; and

**WHEREAS**, the Tribe and County are entering into an agreement entitled “PROPOSITION 1 SUB-GRANTEE AGREEMENT BY AND BETWEEN THE COUNTY OF HUMBOLDT AND [Tribal Organization] for the purposed of defining the parties responsibilities and legal obligations; and

**WHEREAS**, said Agreement requires in paragraph [SGA Section] that the Tribe execute and attach as and exhibit C formal Resolution of Limited Waiver of Sovereign Immunity; and

NOW, THEREFORE, THE [Tribal Council] HEREBY RESOLVES AS FOLLOWS:

1. That the [Tribal Organization] agrees to a limited waiver of its sovereign immunity in favor of the County. The Tribe agrees to waive its sovereign immunity in favor of the County of Humboldt as to any dispute which arises out of the above referenced Agreement or the activities undertaken by the Tribe pursuant to the terms set forth therein for enforcement.
2. That the Yurok Tribal Council hereby incorporates this Resolution by reference into the above referenced Agreement and authorizes its attachment thereto as an exhibit.

CERTIFICATION

As Chairman of the [Tribal Council], I do hereby certify that at a regular meeting duly called, noticed, and convened on the [date] at which time a quorum of [number in quorum] were present, this Resolution was adopted by a vote of [number] in favor, and [number] against, and [number] abstentions and said Resolution has not been rescinded or amended in any manner.

[Signatures and Dates]

## APPENDIX B: Part 2 Advance Payment – Example Forms

Example forms included:

- Advance Payment Request Letter
- Accountability Funding Plan & Expenditure Report
- Accountability Backup Documentation

Advance Payment Request Letter Example

[Letter Head]

[Date]

The County of Humboldt  
 1106 2<sup>nd</sup> Street  
 Eureka, CA

RE: Advance Payment Request, Grant Agreement [XXXX]

Dear [Grant Manager name],

The [your organization] is requesting an advance payment for the [project title] funded by IRWM Proposition 1 Round 1 grant agreement 4600013820 in the amount of [\$ amount up to 50% of grant award], which is a total of [enter percentage, up to 50%] percent of the total grant budget for the project, in accordance with §IV (F) of the 2019 Integrated Regional Water Management Grant Program Guidelines and Water Code §10551.

Project Description Paragraph: [Copy project description from the grant agreement]

Status for Eligibility Paragraph: [State whether your organization is a non-profit or if your project benefits a DAC]

Description of work that will be completed with advanced funds Paragraph: [Describe the work within each task that you plan to complete with the advanced funds.]

Enter requested advance amount for each task

Enter proposed spending per quarter

Advance Request Budget: [Add the estimated quarterly expenses]

BUDGET CATEGORY	Grant Amount	Q1	Q2	Q3	Q4	Q1(Yr2)	Q2(Yr2)	Total
(a) Project Administration	\$5,000.00	\$1,250.00	\$1,050.00	\$900.00	\$900.00	\$900.00		\$5,000.00
(b) Land Purchase / Easement	\$0.00							\$0.00
(c) Planning / Design / Engineering / Environmental Documentation	\$20,000.00	\$12,000.00	\$8,000.00					\$20,000.00
(d) Construction / Implementation	\$329,214.00	\$4,821.00	\$90,950.00	\$157,171	\$57,172	\$19,100		\$329,214.00
Total	\$354,214.00	\$18,071.00	\$100,000.00	\$158,071.00	\$58,072.00	\$20,000.00		\$354,214.00

Update on Project status Paragraph: [Briefly describe the current status of the project and if any funds have been expended to date.]

Administration of funds: [State clearly that your funds will be held in a non-interest-bearing account, and describe how the project will successfully continue once the advance has been expended and the grant funds are disbursed for the project expenses in arrears.]

Thank you for your consideration,  
 [Name and Title]

This form will be used to initially request the Advanced Pay and will be updated each Quarter and submitted with the expense documents.

Request can be up to 50% of the Total Project Grant Award

Advanced Pay - Funding Plan and Expenditure Report			
Grantee:	County of Humboldt	Total Project Grant Award	\$708,428.00
DWR Agreement Number:	4600013820	Total Advanced Funding Allocated to Project:*	\$354,214.00
Project Name:	City of Example Water Tank	Advanced Pay Remaining:	\$334,708.40
Local Project Sponsor Name:	City of Example	Date Prepared:	7/10/2020

Pre-AP Reimbursement Date Range:			6/26/2020-10/30/2020		Pre-AP Reimbursement Amount:		\$ 825.00		Pre-AP Deliverables Completed:		Advance Payment Documentation, Sub-grantee agreement processing	
Quarter	Date Range	Project	Estimated Use of Advanced Funding During Quarter	Actual Advanced Funding Spent During Quarter	Actual Percent Used	Planned Activities/Deliverables (Funding Plan)		Actual Activities/Deliverables (Expenditure Report)				
			Enter the total amount you plan to spend each quarter with the Advanced funds.	This column will be updated each quarter to report on actual amount spent.	This column will be updated each quarter to report on actual percentage spent.	Summarize work planned each quarter and deliverables that will be submitted.		This column will be updated each quarter to report on actual work performed and the deliverables that were completed.				
2021 Q1 AR #1	1/1/2021- 3/31/2021	1	\$ 18,071.00	\$ 16,000.00	88.5%	<p>Planned Activities for this quarter include: Task 1, activities to execute the Sub-grant agreement with the County of Humboldt, prepare all required documents and submit to begin the project and prepare Quarterly Advance Pay Expenditure Report. Activities for Task 3 included preparing a NOE and submitting to the County Recorder, project site survey and finalize project designs. Task 4 includes work necessary to secure a contractor and award the contract. These will include the following: develop bid documents, prepare advertisement and contract documents for construction contract bidding, conduct pre-bid meeting, bid opening and evaluation, selection of the contractor. This work will comply with the Condition D.11 of the Grant Agreement.</p> <p><b>Planned Deliverables:</b>                      Executed Sub-grant agreement                      Quarterly Funding Plan and Expenditure Report                      Quarterly Back up invoices                      CEQA NOE                      Permits                      Bid Documents                      Proof of Advertisement</p>		<p>Funds this Quarter were attributed to activities for in Task 1, including staff time to execute the Sub-grant agreement with the County of Humboldt, prepare all required documents and submit to begin the project and prepare Quarterly Advance Pay Expenditure Report. Activities for Task 3 included preparing a NOE and submitting it to the County Recorder on April 1, 2020; the project site survey was completed and 90% of the project designs were complete. Task 4 work completed included developing the bid documents, preparing the legal advertisement and contract documents for construction contract bidding, conducted a pre-bid meeting on May 1, 2020, 8 bids were received, the bid opening was held May 15, 2020 and the City selected the contractor. This work will comply with the Condition D.11 of the Grant Agreement.</p> <p><b>Deliverables Submitted:</b>                      Executed Sub-grant agreement                      Quarterly Funding Plan and Expenditure Report                      Quarterly Back up invoices                      CEQA NOE                      Permits                      Bid Documents                      Proof of Advertisement</p>				
2021 Q2 AR #2	4/1/2021- 6/30/2021	1	\$ 100,000.00	\$ 3,505.60	3.5%	<p>Planned Activities for this quarter include: Task 1, activities to prepare Quarterly Advance Pay Expenditure Report. award of contract, and issuance of notice to proceed. Purchase of tank and materials, mobilization, and site preparation. These will include logistics of tank delivery (may require transportation permits for an oversized load), moving other equipment off the project site, and necessary grading for a level pad.</p> <p><b>Planned Deliverables:</b>                      Photographic Documentation of Progress                      Award of Contract                      Notice to Proceed</p>		<p>Funds this Quarter were attributed to activities for in Task 3 to revise the designs and specifications. Construction was delayed due to inclement weather and the inability to prep the site and mobilize.</p> <p><b>Deliverables Submitted:</b>                      100% Designs and Specifications-Revised</p>				

2021 Q3 AR #3	7/1/2020-9/30/2021	1	\$ 158,071.00	\$ -	0.0%	Planned Activities for this quarter include installing and assembling a 165,000-gallon bolted steel tank on an approximately 35'x35' level pad, an adjacent shed on a concrete floor to shelter pumps and controls, a portable generator to accommodate operation during power outages, and a fire hydrant.  <b>Planned Deliverables:</b> Photographic Documentation of Progress Hydrant Flow Test
2021 Q4 AR #4	10/1/2021-12/31/2021	1	\$ 58,072.00	\$ -	0.0%	Planned Activities for this quarter include upgrading the existing well pump from a 1.5-horsepower pump to a 10-horsepower pump and connect to the storage tank with upgraded 2-inch diameter plumbing to increase flow from 12 to approximately 35 gallons per minute. Trenching and repaving will be done for pipes from the well to the tank site. Well pump test will be performed.  <b>Planned Deliverables:</b> Photographic Documentation of Progress Well Pump Test
2022 Q1 AR #5	1/1/2022- 3/31/2022	1	\$ 20,000.00	\$ -	0.0%	Planned Activities for this quarter include upgrading the transformer to a three-phase system and the electrical panel from 100 to 200 amperes. Trenching and repaving will be done for electrical lines from the new power source to the well and from the well to the tank.  <b>Planned Deliverables:</b> Photographic Documentation of Progress
<b>Total</b>			\$ 354,214.00	\$ 19,505.60	6%	

This box should contain remaining deliverables listed in the grant agreement.

	Agreement Termination Date	Remaining Reimbursement Amount	Planned Reimbursement Activities/Deliverables
2020 Q#4 - Q#1 (Termination)	3/31/2024	\$353,389	<p>Budget Category (A) Continued Grant Administration including project management and reporting requirements per the grant agreement.</p> <ul style="list-style-type: none"> <li>Invoices and associated backup documentation</li> <li>Advanced Payment documentation as per Paragraph 9</li> <li>Quarterly Project Progress Reports</li> <li>Project Completion Report</li> <li>Documentation of Acknowledgement of Credit and Signage</li> </ul> <p>Budget Category (C) Permitting requirements, completion of preliminary design work, and completion of DWR approved Project Monitoring Plan.</p> <ul style="list-style-type: none"> <li>Geotechnical Report</li> <li>Topographic Survey</li> <li>Basis of Design Report</li> <li>Project Monitoring Plan</li> </ul> <p>Budget Category (D) Continued Contract Services and Construction Administration and SCADA Equipment and construction to complete installation of the system, resulting in the deliverables below.</p> <ul style="list-style-type: none"> <li>Photographic Documentation of Progress</li> <li>Record Drawings</li> <li>Certificate of Completion</li> </ul>

For the Advance Pay request enter the total amount you plan to spend per Task each quarter with the Advanced funds.

Advanced Pay Extension Request - Funding Spent to Date									
Project 1	Total Advanced Pay Allocated	2021 Q1 Jan-Mar	2021 Q2 Apr-Jun	2021 Q3 Jul-Sept	2021 Q4 Oct-Dec	2022 Q1 Jan-Mar	2022 Q2 Apr-Jun	Total Advanced Pay Spent	Total Advanced Pay Remaining
(a) Project Administration	\$5,000.00	\$1,250.00	\$1,050.00	\$900.00	\$900.00	\$900.00		\$5,000.00	\$0.00
(b) Land Purchase / Easement	\$0.00							\$0.00	\$0.00
(c) Planning / Design / Engineering / Environmental Documentation	\$20,000.00	\$12,000.00	\$8,000.00					\$20,000.00	\$0.00
(d) Construction / Implementation	\$329,214.00	\$4,821.00	\$90,950.00	\$157,171.00	\$57,172.00	\$19,100.00		\$329,214.00	\$0.00
<b>Total</b>	<b>\$354,214.00</b>	<b>\$18,071.00</b>	<b>\$100,000.00</b>	<b>\$158,071.00</b>	<b>\$58,072.00</b>	<b>\$20,000.00</b>		<b>\$354,214.00</b>	<b>\$0.00</b>

Grant Share	Total Invoiced to Date	Total Grant Share Remaining
\$708,428.00	(\$354,214.00)	\$1,062,642.00

For the Quarterly Expenditure Reports the actual amount spend per quarter will be entered.

Advanced Pay Extension Request - Funding Spent to Date									
Project 1	Total Advanced Pay Allocated	2021 Q1 Jan-Mar	2021 Q2 Apr-Jun	2021 Q3 Jul-Sept	2021 Q4 Oct-Dec	2022 Q1 Jan-Mar	2022 Q2 Apr-Jun	Total Advanced Pay Spent	Total Advanced Pay Remaining
(a) Project Administration	\$5,000.00	\$1,000.00	\$0.00					\$1,000.00	\$4,000.00
(b) Land Purchase / Easement	\$0.00							\$0.00	\$0.00
(c) Planning / Design / Engineering / Environmental Documentation	\$20,000.00	\$10,000.00	\$3,505.60					\$13,505.60	\$6,494.40
(d) Construction / Implementation	\$329,214.00	\$5,000.00						\$5,000.00	\$324,214.00
<b>Total</b>	<b>\$354,214.00</b>	<b>\$16,000.00</b>	<b>\$3,505.60</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>		<b>\$19,505.60</b>	<b>\$334,708.40</b>

The cells will automatically populate.

Grant Share	Total Invoiced to Date	Total Grant Share Remaining
\$708,428.00	(\$19,505.60)	\$727,933.60

# Accountability Reporting Backup Documentation Summary Table

AR #: **2**

[number in sequential order of submittal]

Grantee: City of Example [Organization Name] Date of Invoice: 7/10/2020  
 Invoicing Period: April 1, 2020 - June 30, 2020 [earliest expense date through end of quarter] [date prepared]

Project 2: City of Example Water Tank Project

Invoice Description	Notes	Invoice #	Invoice Date	Invoice Amount	Invoice Packet Page #
<b>Task 2.1 (Budget Category A) Direct Project Administration</b>					
Grantee Personnel Hours	See Personnel Hours Summary Table	[AR#]	[from above, date prepared]	[total from grantee hours spreadsheet]	
<i>Subtotal Task 2.1 (Budget Category A)</i>				\$ -	
<b>Task 2.2 (Budget Category B): Land Purchase/Easement</b>					
Grantee Personnel Hours	See Personnel Hours Summary Table				
<i>Subtotal Task 2.2 (Budget Category B)</i>				\$ -	
<b>Task 2.3 (Budget Category C): Planning/Design/Engineering/Environmental Documentation</b>					
Grantee Personnel Hours	See Personnel Hours Summary Table	2	7/10/2020	\$ 520.00	
Mileage Reimbursement	Round trip from City of office to project site on 4/1/2020 (20 miles @ \$0.58)	2	7/10/2020	\$ 11.60	
Epic Consultants	CEQA processing, NOE Filing Fees	0034369	4/3/2020	\$ 2,974.00	
<i>Subtotal Task 2.3 (Budget Category C)</i>				\$ 3,505.60	
<b>Task 2.4 (Budget Category D) Construction Implementation</b>					
Grantee Personnel Hours	See Personnel Hours Summary Table	[AR#]	[from above, date prepared]	[total from grantee hours spreadsheet]	
<i>Subtotal Task 2.4 (Budget Category D)</i>				\$ -	
<b>GRAND TOTAL</b>				<b>\$ 3,505.60</b>	

personnel amounts taken from the task totals on the grantee hours sheet

Mileage can be added to this form if you do not have a separate tracking sheet from your organization

Add the business name from your invoices

Add a brief invoice description of charges

Add invoice # from the actual invoice submitted in the supporting documentation and the invoice date

Add invoice amounts allocated to grant. Subtotals will automatically populate.

# City of Example

AR # 2

Date: 7/10/2020

Work Performed: April 1, 2020 - June 30, 2020 [date range of worked performed for staff time listed below]

## Task 2.1 (Budget Category A): Direct Project Administration

Employee	Classification	Work Performed	Hours	Hourly Rate	Total

Total      \$      -

## Task 2.2 (Budget Category B): Land Purchase/Easements

Employee	Classification	Work Performed	Hours	Hourly Rate	Total
					\$ -
					\$ -

Total      \$      -

## Task 2.3 (Budget Category C): Planning/Design/Engineering/Environmental Documentation

Employee	Classification	Work Performed	Hours	Hourly Rate	Total
Sally Faker	Director	Prepare CEQA documents, prepared application for grading permits	10	\$ 52.00	\$ 520.00
					\$ -

Total      \$      520.00

## Task 2.4 (Budget Category D): Construction/Implementation

Employee	Classification	Work Performed	Hours	Hourly Rate	Total
					\$ -
					\$ -

Total      \$      -

Sally Faker  
 City of Example  
 PO Box 111  
 City of Example, CA 95501

April 03, 2020  
 Project No: 07095.04  
 Invoice No: 0034369

Project Manager Carl Smith

Project 07095.04 City of Example: Water Tank Project

Payment Terms: **Net 15**

Please contact your Project Manager at 707-442-5255 with questions regarding billing.

**Billing period between March 1, 2020 through March 31, 2020**

Phase 4000 Environmental Permitting

**Professional Personnel**

	Hours	Rate	Amount	
Associate Engineer I	1.00	117.00	117.00	
Staff Engineer III	.25	118.00	29.50	
Senior Planner	19.75	96.00	1,896.00	
Planner	11.50	76.00	874.00	
Totals	32.50		2,916.50	
<b>Total Labor</b>				<b>2,916.50</b>

**Reimbursable Expenses**

Misc Reimbursable Expense				
8/23/2014 Humboldt County Recorder Filing Fees for CEQA			50.00	
<b>Total Reimbursables</b>	<b>1.15 times</b>	<b>50.00</b>		<b>57.50</b>
<b>Total this Phase</b>				<b>\$2,974.00</b>

**Billing Limits**

	Current	Prior	To-Date
Total Billings	2,974.00	0.00	2,974.00
Limit			58,500.00
Remaining			55,526.00

**Total this Invoice** **\$2,974.00**

Task 2.3

## APPENDIX C: Part 3 Invoicing and Reporting – Example Forms

Example forms included:

- Billing Rate Support Letter
- Funds Request Form
- Backup Documentation Summary
- Sub-grantee Hours Documentation Summary Table
- Support Documentation (Invoices)
- Progress Report

[Lead Agency Letterhead]

< Date >

County of Humboldt  
Natural Resources Planning  
1106 2<sup>nd</sup> Street  
Eureka, CA 95501

Re: Personnel Billing Rates

Dear County of Humboldt,

The <Agency Name> will be providing personnel services for work as described in the Grant Agreement #[TBD]. This letter is being provided to support the rates of <Agency Name> staff that may work on this project. Should the staff or rates change, a written notification will be provided.

The hourly rates below are the maximum allowable rate and <Agency Name> will not exceed these rates without written notification. The rates are comprised of < staff salaries, fringe benefits, and non-productive benefits, such as time off>.

The following staff may work on this project at a rate *not to exceed* those listed below:

<b>Employee Name</b>	<b>Classification</b>	<b>Labor Rate</b>
<Employee Name>	<Employee Position Title>	<rate>

The current rates are effective <Date>. Should you have any questions or concerns, please contact <Contact Name> at <Phone number or email>.

Sincerely,

<Name>  
<Title>

This form will be submitted with the backup summary, backup invoices and the progress report. It is required by the County of Humboldt Auditor's Office to process your reimbursement payment.

**Proposition 84 Drought Implementation Agreement #0890  
Fund Request Form**

**Project Name:** Project 2- City of Example  
**Address:** City of Example  
 PO Box 111  
 City of Example, CA 95501

**Contract No.:** [Grant # TBD]  
**Invoice No.:** 1  
**Invoice Period:** March 1, 2020 - June 30, 2020  
 [earliest expense date through end of billing period]

Add the current invoice task amounts from the Funding Match total columns from the Backup Summary Sheet.

Add previously submitted invoice totals per task.

Tasks	Cost Share	Cost Share Submitted in Prior Periods	Cost Share Submitted in This Period	Remaining Cost Share	Total Grant Share	10% Withheld Retention	Available Grant Share Less 10% Withheld Retention	Reimbursement Requested in Prior Periods	Reimbursement Requested in This Period	Grant Share Funds Remaining	% Grant Share Funds Spent to Date
2.1 Direct Project Administration	\$ -	\$ -	\$ -	\$ -	\$ 35,000.00	\$ 3,500.00	\$ 31,500.00	\$ -	\$ 180.00	\$ 31,320.00	0.51%
2.2 Land Purchase/Easement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!
2.3 Planning/Design.Environmental	\$ -	\$ -	\$ -	\$ -	\$ 154,500.00	\$ 15,450.00	\$ 139,050.00	\$ -	\$ 3,498.10	\$ 135,551.90	2.26%
2.4 Construction Implementation	\$ 25,000.00	\$ -	\$ 697.25	\$ 24,302.75	\$ 593,500.00	\$ 59,350.00	\$ 534,150.00	\$ -	\$ -	\$ 534,150.00	0.00%
<b>Totals</b>	<b>\$ 25,000.00</b>	<b>\$ -</b>	<b>\$ 697.25</b>	<b>\$ 24,302.75</b>	<b>\$ 783,000.00</b>	<b>\$ 78,300.00</b>	<b>\$ 704,700.00</b>	<b>\$ -</b>	<b>\$ 3,678.10</b>	<b>\$ 701,021.90</b>	<b>0.47%</b>

**TOTAL REQUESTED AMOUNT 3,678.10**

Add amounts of Match submitted in previous invoices.

These cells should subtract the previously submitted, current submitted from the cost share column and give the balance.

Add the current Invoice task totals from the Backup Summary Sheet.

**Official Use Only**  
 Payment Authorization:  
 Post to:  
 Expense Account:

This cell should subtract the previously submitted and current submittal from the Grant Share column to give you the remaining grant funds.

**Backup Documentation Summary Table**

**Invoice #: 1**

[number in sequential order of submittal]

**Grantee:** City of Example [Organization Name]  
**Invoicing Period:** March 1, 2020 - June 30, 2020 [earliest expense date through end of billing period]

**Date of Invoice:** 7/10/2020  
 [date prepared]

**Project 2:** City of Example Water Tank Project

Invoice Description	Notes	Invoice #	Invoice Date	Match Invoice Amount	Invoice Amount	Invoice Packet Page #
<b>Task 2.1 (Budget Category A) Direct Project Administration</b>						
Grantee Personnel Hours	See Personnel Hours Summary Table	1	7/10/2020		\$ 180.00	
<i>Subtotal Task 2.1 (Budget Category A)</i>				\$ -	\$ -	
<b>Task 2.2 (Budget Category B): Land Purchase/Easement</b>						
Grantee Personnel Hours	See Personnel Hours Summary Table					
<i>Subtotal Task 2.2 (Budget Category B)</i>				\$ -	\$ -	
<b>Task 2.3 (Budget Category C): Planning/Design/Engineering/Environmental Documentation</b>						
Grantee Personnel Hours	See Personnel Hours Summary Table	1	7/10/2020		\$ 520.00	
Mileage Reimbursement	Round trip from City of office to project site on 4/1/2020 (20 miles @ \$0.58)	1	7/10/2020		\$ 11.60	
Epic Consultants	CEQA processing, NOE Filing Fees	0034369	4/3/2019		\$ 2,966.50	
<i>Subtotal Task 2.3 (Budget Category C)</i>				\$ -	\$ 3,498.10	
<b>Task 2.4 (Budget Category D) Construction Implementation</b>						
Grantee Personnel Hours	See Personnel Hours Summary Table	1	7/10/2020	\$ 156.00		
Daily News	Legal Notice to Contractors for Project Bidding	9936	6/15/2020	\$ 541.25		
<i>Subtotal Task 2.4 (Budget Category D)</i>				\$ 697.25	\$ -	
<b>GRAND TOTAL</b>				<b>\$ 697.25</b>	<b>\$ 3,498.10</b>	

Personnel amounts taken from the task totals on the grantee hours sheet

Mileage can be added to this form if you do not have a separate tracking sheet from your organization

Add the business name from your invoices

Add a brief invoice description of charges

Add invoice # from the actual invoice submitted in the supporting documentation and the invoice date

If the Invoice is for grant reimbursement, add it to the correct task in this column

If the invoice amount is Funding Match, add it to the correct task in this column

# Backup Documentation Summary Table

AR # 1

Date: 7/10/2020

Work Performed: April 1, 2020 - June 30, 2020 [date range of worked performed for staff time listed below]

## Task 2.1 (Budget Category A): Direct Project Administration

Employee	Classification	Work Performed	Hours	Hourly Rate	Total
Matt Brown	Admin Analyst	Prepared Invoice and Report, reviewed and executed SGA, prepared Billing Rate Letter and Project Director Form.	3	\$ 30.00	\$ 90.00
Mary Smith	Environ. Analyst	Project meetings	2	\$ 45.00	\$ 90.00
				<b>Total</b>	<b>\$ 180.00</b>

## Task 2.2 (Budget Category B): Land Purchase/Easements

Employee	Classification	Work Performed	Hours	Hourly Rate	Total
					\$ -
				<b>Total</b>	<b>\$ -</b>

## Task 2.3 (Budget Category C): Planning/Design/Engineering/Environmental Documentation

Employee	Classification	Work Performed	Hours	Hourly Rate	Total
Sally Faker	Director	Prepared CEQA documents, prepared application for grading permits	10	\$ 52.00	\$ 520.00
					\$ -
				<b>Total</b>	<b>\$ 520.00</b>

## Task 2.4 (Budget Category D): Construction/Implementation

Employee	Classification	Work Performed	Hours	Hourly Rate	Total
Sally Faker	Director	Prepared bid documents	3	\$ 52.00	\$ 156.00
					\$ -
				<b>Total</b>	<b>\$ 156.00</b>

**INVOICE**

Date and invoice numbers should be added to Backup Documentation

Sally Faker  
City of Example  
PO Box 111  
City of Example, CA 95501

April 03, 2020  
Project No: 07095.04  
Invoice No: 0034369

Project Manager Carl Smith

Project 07095.04 City of Example: Water Tank Project

Payment Terms: **Net 15**

Please contact your Project Manager at 707-442-5255 with questions regarding billing.

**Billing period between March 1, 2020 through March 31, 2020**

Phase 4000 Environmental Permitting

**Professional Personnel**

The earliest date of work performed in an invoice will become the start date of the "Invoicing Period" on the Backup Documentation and Funds Request form.

	Hours	Rate	Amount	
Associate Engineer I	1.00	117.00	117.00	
Staff Engineer III	.25	118.00	29.50	
Senior Planner	19.75	96.00	1,896.00	
Planner	11.50	76.00	874.00	
<b>Totals</b>	<b>32.50</b>		<b>2,916.50</b>	
<b>Total Labor</b>				<b>2,916.50</b>

**Reimbursable Expenses**

Misc Reimbursable Expense				
3/20/2020	Humboldt County Recorder	Filing Fees for CEQA	50.00	
	<b>Total Reimbursables</b>		<b>50.00</b>	<b>50.00</b>
		<b>Total this Phase</b>		<b>\$2,966.50</b>

**Billing Limits**

	Current	Prior	To-Date
Total Billings	2,966.50	0.00	2,966.50
Limit			58,500.00
Remaining			55,523.50

**Total this Invoice** **\$2,966.50** Task 2.3

Task numbers should be added next to each Task total

Official Receipt Carolyn Crnich, Recorder Phone: (707) 445-7593 Fax: (707) 445-7324	<b>Humboldt County Recorder</b> Courthouse Fifth Floor 825 Fifth Street Eureka, CA 95501-1172	Date: March, 20, 2020 Time: 11:47 Receipt: 10182 Clerk: LH
Transaction: 2009-162611-1 CLERK FEES		
Fish & Game Fees		50.00
Fees paid by with check	CUSTOMER COPY	Sales Tax 0.00 Total received 50.00



State of California—The Resources Agency  
DEPARTMENT OF FISH AND GAME  
**2009 ENVIRONMENTAL FILING FEE CASH RECEIPT**

RECEIPT# **375100**  
STATE CLEARING HOUSE # (if applicable)

SEE INSTRUCTIONS ON REVERSE. TYPE OR PRINT CLEARLY

LEAD AGENCY \_\_\_\_\_ DATE 3-20-2020  
 COUNTY/STATE AGENCY OF FILING Humboldt DOCUMENT NUMBER 931315  
 PROJECT TITLE Replacement + Renovation of Water Storage Facilities  
 PROJECT APPLICANT NAME \_\_\_\_\_ PHONE NUMBER \_\_\_\_\_  
 PROJECT APPLICANT ADDRESS \_\_\_\_\_ CITY \_\_\_\_\_ STATE CA ZIP CODE \_\_\_\_\_

PROJECT APPLICANT (Check appropriate box):  
 Local Public Agency     School District     Other Special District     State Agency     Private Entity

CHECK APPLICABLE FEES:

<input type="checkbox"/> Environmental Impact Report	\$2,768.25	\$ _____
<input type="checkbox"/> Negative Declaration	\$1,993.00	\$ _____
<input type="checkbox"/> Application Fee Water Diversion (State Water Resources Control Board Only)	\$850.00	\$ _____
<input type="checkbox"/> Projects Subject to Certified Regulatory Programs	\$941.25	\$ _____
<input checked="" type="checkbox"/> County Administrative Fee	\$50.00	\$ <u>50.00</u>
<input checked="" type="checkbox"/> Project that is exempt from fees		
<input type="checkbox"/> Notice of Exemption		
<input type="checkbox"/> DFG No. Effect Determination (Form Attached)		
<input type="checkbox"/> Other		\$ _____

PAYMENT METHOD:  
 Cash     Credit     Check     Other  
 TOTAL RECEIVED \$ 50.00

SIGNATURE \_\_\_\_\_ TITLE \_\_\_\_\_

Task 2.4  
Funding Match  
\$541.25  
Page 1 of 1

Please make note if  
the invoice expense  
is funding match.

DAILY NEWS LEGAL

PLEASE INCLUDE YOUR NEWS AND ACCOUNT# WITH YOUR PAYMENT

INVOICE #9936

201018-00

DUE UPON RECEIPT

DATE	DESCRIPTION	PAPER	UNITS	RATE	CHG/CR	BALANCE
JUNE15.2020	LEGAL #9936 NOTICE TO CONTRACTORS	SDN	1.00	I	541.25	

INVOICE TOTAL

541.25

DAILY NEWS LEGAL

**Progress Report**  
**Proposition 1 Implementation Round 1 Grant Agreement**  
**County of Humboldt**  
**DWR Grant No. 4600013820**  
**Reporting Period: March 1, 2020 – June 30, 2020**  
**Date Prepared: 7/10/2020**

*Date Range and Date Prepared should match Backup Summary.*

---

**Project 1: City of Example Water Tank Project**  
**Implementing Agency: City of Example**

---

**Note: Please provide information in bulleted format and not in narrative format. Thank you.**

**1. Project Description** *(Add project description from grant agreement)*

The project will replace an existing redwood tank with a new 400,000-gallon bolted steel water tank. The new tank will be constructed to modern seismic standards, including ASCE 7 code for a critical facility. Work includes preparing all CEQA documents, securing permits, preparing design plans and specifications and securing a contractor through the competitive bidding process. The project will eliminate the risk of the tank and foundation failing and the associated damage and loss of water, wastewater, and fire service. The project will provide 400,000 gallons of increased water supply reliability.

**2. Project Progress**

Updates on All Tasks (activities accomplished during the reporting period)

**Task 1 Budget Category (a): Project Administration**

- Estimate of the Percentage (%) Complete  
*The percentage complete can be obtained from the Funds Request Form.*
  - Approximately 5% complete
- Milestones or Deliverables Completed/Submitted  
*Enter progress details into each task section. If no work was performed for a task during the period, indicate when work will begin. The report should reference the expenses submitted in the invoice, if one was submitted.*
  - Executed sub-grant agreement with the County of Humboldt
  - Completed Billing Rate Support Letter
  - Completion of monthly invoice and report
- Meetings Held or Attended
  - Grant Kick-off meeting with the County of Humboldt March 13, 2020
- Impediments to Completion of Task
  - None at this time

**Task 2 Budget Category (b): Land Purchase/Easement**

This task is not applicable to the project.

**Task 3 Budget Category (c): Planning/Design/Engineering/Environmental Documentation**

- Estimate of the Percentage (%) Complete
  - Approximately 2% complete
- Milestones or Deliverables Completed/Submitted  
*All deliverables submitted for the period should be labeled as listed in the grant agreement.*
  - Site evaluation activities were conducted by City staff; mileage to the project site is included in the invoice
  - Completed Task 1.3B\_Notice of Exemption

- Completed Task 1.3C\_Project Monitoring Plan
- Meetings Held or Attended
  - Attended a Project meeting with Public Works Director and engineering consultant on 6/3/2020
- Impediments to Completion of Task
  - None at this time

**Task 2.4 Budget Category (d): Construction/Implementation**

- Estimate of the Percentage (%) Complete
  - Approximately 5% complete
- Milestones or Deliverables Completed/Submitted
  - Prepared the legal notice for the bid announcement
- Meetings Held or Attended
  - None at this time
- Impediments to Completion of Task
  - The extended rainy season has delayed mobilization and site prep
  - Construction will begin at the end of September 2020

**3. Issues or concerns affecting schedule and/or budget:**

- Rain has delayed the schedule, construction will begin at the end of September 2020
- No issues affecting the budget

**4. Activities for next reporting period:**

- Grant administration, invoice processing and reporting
- Complete 100% plans and specifications
- Prepare legal notice to bid, bid documents, hold pre-bid meetings, bid opening and award construction contract
- Begin photo documentation

**5. Budget projections for grant share for the next two quarters:**

*Amounts are "best estimates".*

BUDGET CATEGORY		Expense Projections next 1-3 months	Expense Projections next 6-9 months	Total Projected Expense for next two Quarters
(a)	Project Administration	\$200	\$200	\$400
(b)	Land Purchase / Easement	NA	NA	NA
(c)	Planning / Design / Engineering / Environmental Documentation	\$35,000	\$15,000	\$50,000
(d)	Construction / Implementation	\$12,000	\$50,000	\$62,000
<b>TOTAL Projected Expenses</b>		<b>\$47,200</b>	<b>\$65,200</b>	<b>\$112,400</b>

**6. Schedule or Budget modifications approved by DWR during the reporting period, as applicable:**

- None

**7. Photographs**

*Insert pre-, active, and post construction photos, as applicable.*

- Pre-construction photos will be included next quarter

## APPENDIX D: Part 4 CEQA and Construction Approval – Example Forms

Example forms included:

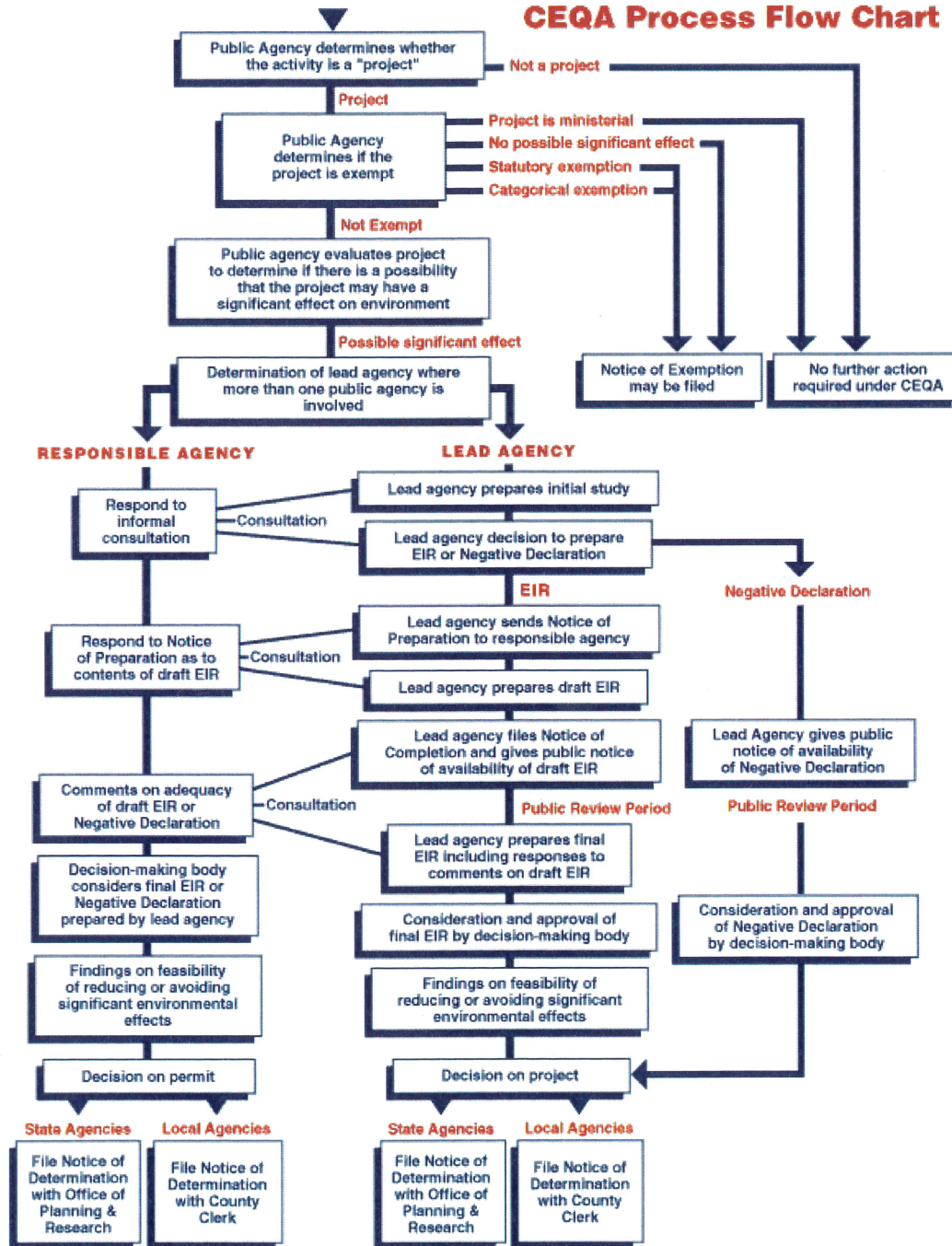
- CEQA Flow Chart
- Notice of Exemption Sample Packet
- Negative Declaration with NEPA Sample Packet
- Tribal Notification Letter Template

# CEQA

The California Environmental Quality Act

[Credits](#) | [Disclaimer](#)

## CEQA Process Flow Chart



EIF

ENVIRONMENTAL INFORMATION FORM

Grantees are responsible for complying with all applicable laws and regulations for their projects, including the California Environmental Quality Act (CEQA). Work that is subject to the California Environmental Quality Act (CEQA) shall not proceed under this Agreement until documents that satisfy the CEQA process are received by the Department of Water Resources and Department has completed its CEQA compliance. Work that is subject to a CEQA document shall not proceed until and unless approved by the Department. Such approval is fully discretionary and shall constitute a condition precedent to any work for which it is required. Once CEQA documentation has been completed, DWR will consider the environmental documents and decide whether to continue to fund the project or to require changes, alterations or other mitigation. This form is to be completed by the Grantee or Lead Agency.

Grant Recipient: City of Crescent City Project Title: Elevated Tank Rehabilitation- City of Crescent City

Project Manager: Eric Wier - Public Works Director

Phone Number: (707) 464-9506 DWR Agreement #: 4600010890

Address: 377 J Street Crescent City 95331

1. List the source of any other grants or funds received from the Department of Water Resources to implement a portion of this project.

None

2. Is this project exempt from CEQA compliance? [X] Yes [ ] No

If no, skip to #3, below.

If yes, a) check the appropriate response below; b) provide reasons for exemption in the space provided below. Cite the CEQA Article, Section and Title of the CEQA exemption, if appropriate statutory exemptions: http://ceres.ca.gov/topic/env\_law/ceqa/guidelines/art18.html categorical exemptions: http://ceres.ca.gov/topic/env\_law/ceqa/guidelines/art19.html ; c) then skip to #8, below.

[ ] Lead Agency has already filed a Notice of Exemption (NOE) with the State Clearinghouse and/or County Clerk. (Attach copy of NOE and, if applicable, a copy of Board Resolution)

[X] Lead Agency will file a NOE with the State Clearinghouse and/or County Clerk. Provide estimated date: 12/15/2014

[ ] Lead Agency will NOT file a NOE with the State Clearinghouse and/or County Clerk.

If Lead Agency chooses not to file a NOE, sufficient documentation and information must be submitted to the DWR Project Manager along with this form, to allow DWR to make its own CEQA findings.

Reason for exemption:

Project is categorically exempt under Section 15301 (Existing Facilities) Class 1. The project includes the Installation of seismic upgrades to protect the public facility during a seismic event. The upgrades will not result in a direct or cumulative expansion of use beyond the facilities current capacity.

4. Please check types of CEQA documents to be prepared:

- Initial Study
- Negative Declaration / Mitigated Negative Declaration
- Environmental Impact Report

5. Please describe the status of the CEQA documents, expected date of completion, and estimated cost, if requesting DWR funds relating to CEQA compliance:

Status: \_\_\_\_\_

Date of Completion: \_\_\_\_\_

Estimated Costs: \_\_\_\_\_

6. If the CEQA document has been completed, please provide the name of the document and the State Clearinghouse number if available. Submit one hard copy and a CD copy to the DWR Program Manager.

\_\_\_\_\_

7. Please list all environmental permits you must obtain to complete the project (attach additional pages as necessary). Submit a hard copy and a CD copy of any permits already completed

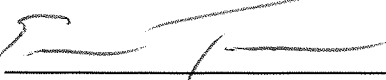
Type of Permit Required	Permitting Agency
Encroachment Permit	Caltrans

8. This form was completed by:

Eric Taylor  
Print or Type Name and Title

(707) 464-9506  
Phone Number

City of Crescent City  
Agency

  
Signature

10/17/2017  
Date

Please return this completed form to your DWR Project Manager.

\*\*\*\*\*

DWR received environmental documents.

DWR made findings.

Notice of Exemption

Appendix E

To: Office of Planning and Research  
P.O. Box 3044, Room 113  
Sacramento, CA 95812-3044  
County Clerk  
County of: Del Norte  
981 H Street  
Crescent City, CA 95531

From: (Public Agency): City of Crescent city  
377 J Street  
Crescent city, CA 95531  
(Address)

Project Title: Elevated Tank Seismic Retrofit Project

Project Applicant: City of Crescent city

Project Location - Specific:  
5201 Wonder Stump Road, Del Norte County, CA (Near the intersection of State Highway 101 & Wonder Stump Road).

Project Location - City: Crescent City Project Location - County: Del Norte

Description of Nature, Purpose and Beneficiaries of Project:  
The project includes the replacement on an existing 50,000 gallon elevated water tank that is in need of repair and is not structurally sufficient to meet seismic standards. The tanks provides water pressure for thousands of users. The replacement system includes a new 960 sqft building and 25,000 gal tank. (see attached plan).

Name of Public Agency Approving Project: City of Crescent City

Name of Person or Agency Carrying Out Project: City of Crescent City Public Works Department

Exempt Status: (check one):

- Ministerial (Sec. 21080(b)(1); 15268);
- Declared Emergency (Sec. 21080(b)(3); 15269(a));
- Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
- Categorical Exemption. State type and section number: 15302 (C) Replacement or Reconstruction
- Statutory Exemptions. State code number: \_\_\_\_\_

Reasons why project is exempt:  
The proposed project is exempt under Section 15302 (C) due to the fact that the project includes the replacement of an aging water distribution facility to meet current seismic and Health and Safety Code standards. The new facility will be located on the same site as the existing facility and will serve the same function and capacity as the current system.

Lead Agency Contact Person: Eric Taylor Area Code/Telephone/Extension: 707-464-9506

If filed by applicant:

1. Attach certified document of exemption finding.
2. Has a Notice of Exemption been filed by the public agency approving the project?  Yes  No

Signature: [Signature] Date: January, 24 2017 Title: Planner

Signed by Lead Agency  Signed by Applicant

Authority cited: Sections 21083 and 21110, Public Resources Code.  
Reference: Sections 21108, 21152, and 21152.1, Public Resources Code.

Date Received for filing at OPR: January 30 2017  
City of Planning & Research

JAN 30 2017  
STATE CLEARINGHOUSE

ELEVATED WATER TANK SEISMIC RETROFIT PROJECT  
PROJECT DESCRIPTION

The site presently has an 85 foot high 50,000 gallon steel elevated tank and small wood shed with water system related equipment. The elevated tank was constructed in 1959 and is a critical component of the Crescent City Water System. The elevated tank does not meet current seismic standards.

The proposed project includes the following:

1. construct a 30 foot by 32 foot concrete block building with new controls
2. construct a 25,000 gallon ground level storage tank (maximum height - 20 feet)
3. install two 12 inch water lines will be installed from Wonder Stump Road to the building
4. install 90 feet of 18 inch diameter drainage pipe in existing drainage swales
5. minor site grading of about 6000 square feet of the ground with cuts and fills less than 2 feet
6. on completion of the above the existing elevated tank will be dismantled and recycled.





**City of Crescent City**  
*Where the Redwoods Meet the Sea*

377 J Street, Crescent City, CA 95531 • 707.464.7483 • Fax 707.465.4405 • [www.crescentcity.org](http://www.crescentcity.org)



Date 9/28/2015

County of Humboldt  
1106 Second St.  
Eureka, CA 95501

To Whom It May Concern:

This letter is to certify that the City of Crescent City, as California Environmental Quality Act (CEQA) lead for the following activities, received no comments to the published CEQA document for the Elevated Water Tank Rehabilitation Project.

As such, to the best of our knowledge, there were no legal CEQA challenges to this project.

Sincerely,

Director of Public Works  
@crescentcity.org

All required permits listed on the EIF.

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION

**ENCROACHMENT PERMIT**

TR-0120 (REV 6/2012)

Permit No. 0117-N-DM-0039	
Dist/Co/Rte/PM 01-DN-101-33.28	
Date <b>14 APRIL 2017</b>	
Fee Paid \$ EXEMPT	Deposit \$
Performance Bond Amount (1) \$	Performance Bond Amount (2) \$
Bond Company	
Bond Number (1)	Bond Number (2)

In compliance with (Check one):

- Your application of January 12, 2017
- Utility Notice No. \_\_\_\_\_ of \_\_\_\_\_
- Agreement No. \_\_\_\_\_ of \_\_\_\_\_
- R/W Contract No. \_\_\_\_\_ of \_\_\_\_\_

TO: CITY OF CRESCENT CITY  
377 J STREET  
CRESCENT CITY, CA 95531

ATTN: (707) 464-9506

, PERMITTEE

and subject to the following, PERMISSION IS HEREBY GRANTED to:

Enter the State highway right-of-way at post mile 33.28 on Route 101 in Del Norte County to excavate existing drainage ditch, line ditch with 5# (Class No.3) rock, allow building site to drain to existing culvert and associated traffic control as per the application received by the Caltrans District 1 Encroachment Permit Office and as amended by this encroachment permit and all future riders.

THIS PERMIT IS NOT A PROPERTY RIGHT AND DOES NOT TRANSFER WITH THE PROPERTY TO A NEW OWNER.

The following attachments are also included as part of this permit (Check applicable):

- Yes  No General Provisions
- Yes  No Utility Maintenance Provisions
- Yes  No Special Provisions
- Yes  No Storm Water Special Provisions
- Yes  No A Cal-OSHA permit, if required: Permit No. \_\_\_\_\_
- Yes  No As-Built Plans Submittal Route Slip for Locally Advertised Projects
- Yes  No Storm Water Pollution Protection Plan

In addition to fee, the permittee will be billed actual costs for:

- Yes  No Review
- Yes  No Inspection
- Yes  No Field Work

(if any Caltrans effort expended)

- Yes  No The information in the environmental documentation has been reviewed and considered prior to approval of this permit

This permit is void unless the work is completed before November 1, 2017

This permit is to be strictly construed and no other work other than specifically mentioned is hereby authorized. No project work shall be commenced until all other necessary permits and environmental clearances have been obtained.

J CAMDEN	J HAYES	V CALLAHAN
A GRAY	P JOHNSON	J HARCHARIK
D BONGIO	D YORK	S COHEN
D CARDIFF		

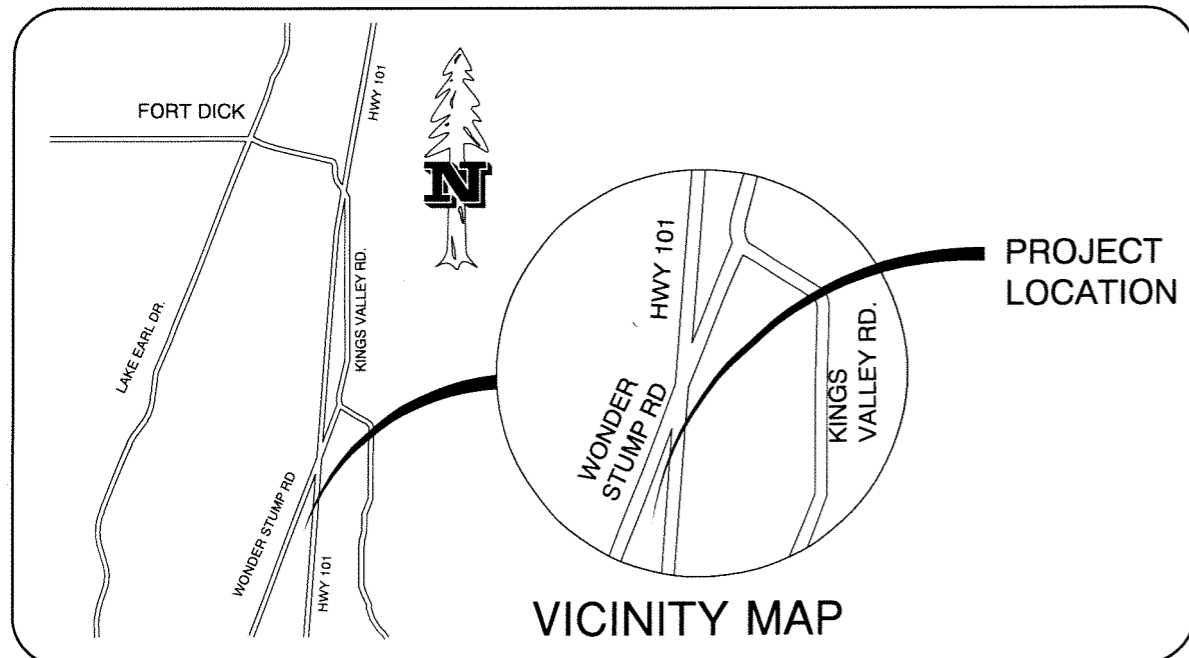
APPROVED:  
  
MATTHEW K. BRADY, District Director  
BY: \_\_\_\_\_  
  
JAMES T. VAN BONN, P.E., District Permit Engineer

FILE  
Permit Writer: LF

# ELEVATED WATER TANK SEISMIC RETROFIT PROJECT



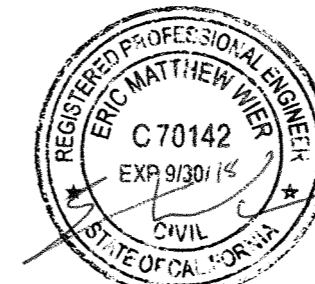
LOCATION MAP



VICINITY MAP

## SHEET LIST

1	COVER
2	GENERAL NOTES
3	SYMBOLS AND ABBREVIATIONS
4	AREA PLAN
5	SITE PLAN
6	GRADING PLAN
7	FLOOR PLAN
8	ELECTRICAL PLAN
9	FOUNDATION PLAN
10	FOUNDATION DETAILS
11	BUILDING DETAILS
12	BUILDING DETAILS
13	ROOF FRAMING
14	BUILDING ELEVATIONS
15	BUILDING CROSS SECTION
16	PIPING SCHEMATIC
17	PIPING LAYOUT
18	PIPING LAYOUT
19	PIPING LAYOUT
20	PIPING LAYOUT
21	YARD LAYOUT



4/13/17

REVISION	DATE



**ELEVATED WATER TANK  
SEISMIC RETROFIT PROJECT  
COVER SHEET**

JOB NO 2017-030	
APPROVED BY EMW	DESIGN BY MJY
CHECKED BY GLJ	DRAWN BY GLJ
DATE APRIL 13, 2017	
SCALE	
SHEET NUMBER 1 of 21	



Attached to the EIF, you will find the cover pages of the original documents attached as part of the example only, the full documents will need to be submitted for your project.

**ENVIRONMENTAL INFORMATION FORM**

Grantees are responsible for complying with all applicable laws and regulations for their projects, including the California Environmental Quality Act (CEQA). Work that is subject to the California Environmental Quality Act (CEQA) shall not proceed under this Agreement until documents that satisfy the CEQA process are received by the Department of Water Resources and Department has completed its CEQA compliance. Work that is subject to a CEQA document shall not proceed until and unless approved by the Department. Such approval is fully discretionary and shall constitute a condition precedent to any work for which it is required. Once CEQA documentation has been completed, DWR will consider the environmental documents and decide whether to continue to fund the project or to require changes, alterations or other mitigation. **This form is to be completed by the Grantee or Lead Agency.**

**Grant Recipient:** Trinity County Resource Conservation District (TCRCD)

**Project Title:** West Weaver Creek Restoration Project

**Project Manager:** Donna Rupp

**Phone Number:** (530) 623-6004

**DWR Agreement #:** 4600010579

**Address:** PO Box 1450 Weaverville, CA 96093

- 1. List the source of any other grants or funds received from the Department of Water Resources to implement a portion of this project.

\_\_\_\_\_

- 2. Is this project exempt from CEQA compliance?  Yes  No

If no, skip to #3, below.

If yes, a) check the appropriate response below; b) provide reasons for exemption in the space provided below. Cite the CEQA Article, Section and Title of the CEQA exemption, if appropriate statutory exemptions: [http://ceres.ca.gov/topic/env\\_law/ceqa/guidelines/art18.html](http://ceres.ca.gov/topic/env_law/ceqa/guidelines/art18.html) categorical exemptions: [http://ceres.ca.gov/topic/env\\_law/ceqa/guidelines/art19.html](http://ceres.ca.gov/topic/env_law/ceqa/guidelines/art19.html) ; c) then skip to #8, below.

Lead Agency has already filed a Notice of Exemption (NOE) with the State Clearinghouse and/or County Clerk. (Attach copy of NOE and, if applicable, a copy of Board Resolution)

Lead Agency will file a NOE with the State Clearinghouse and/or County Clerk. Provide estimated date: \_\_\_\_\_

Lead Agency will NOT file a NOE with the State Clearinghouse and/or County Clerk.

*If Lead Agency chooses not to file a NOE, sufficient documentation and information must be submitted to the DWR Project Manager along with this form, to allow DWR to make its own CEQA findings.*

- 3. Identify the Lead Agency.

CEQA Lead Agency: TCRCD \_\_\_\_\_

4. Please check types of CEQA documents to be prepared:

- Initial Study
- Negative Declaration / Mitigated Negative Declaration
- Environmental Impact Report

5. Please describe the status of the CEQA documents, expected date of completion, and estimated cost, if requesting DWR funds relating to CEQA compliance:

Status: CEQA has not been initiated

Date of Completion: Estimated to be completed January 2017

Estimated Costs: \$45,000

6. If the CEQA document has been completed, please provide the name of the document and the State Clearinghouse number if available. Submit one hard copy and a CD copy to the DWR Program Manager.

7. Please list all environmental permits you must obtain to complete the project (attach additional pages as necessary). Submit a hard copy and a CD copy of any permits already completed

Type of Permit Required	Permitting Agency
Streambed Alteration Agreement	CA Dept. of Fish and Wildlife
Section 401 Certification	North Coast Regional Water Quality Control Board
Section 404 Certification	U.S. Army Corps of Engineers
NEPA – Environmental Assessment	U. S. Forest Service
Section 7 Consultation	NOAA Fisheries
Section 106 Consultation	U.S. Army Corps of Engineers

8. This form was completed by:

Donna Rupp  
Print or Type Name and Title

(530)-623-6004  
Phone Number

Trinity County Resource Conservation District  
Agency

  
Signature

9/15/2015  
Date

Please return this completed form to your DWR Project Manager.

\*\*\*\*\*

- DWR received environmental documents.
- DWR made findings.

# WEST WEAVER CREEK SALMONID HABITAT REHABILITATION PROJECT

Final Initial Study/Mitigated Negative Declaration

Prepared for  
Trinity County Resource  
Conservation District

June 2017



RECEIVED

Print Form

JUN 23 2017

POSTED IN THE OFFICE OF THE TRINITY COUNTY CLERK

Notice of Determination TRINITY COUNTY CLERK/RECORDER/ASSESSOR

FROM: 6/23/17 TO: 7/26/17 Appendix D

To: [ ] Office of Planning and Research U.S. Mail: P.O. Box 3044 Sacramento, CA 95812-3044 [X] County Clerk County of: Trinity Address: Planning Dept. PO Box 2819 Weaverville, CA 96093

From: Public Agency: Trinity County RCD Address: 30 Horseshoe Lane; PO Box 1450, Weaverville, CA 96093-1450 Contact: Donna Rupp Phone: 530-623-6004

Lead Agency (if different from above): Trinity County Planning Department Address: P.O. Box 2819 CA 96093 Contact: Phone: 51, Ext. 4

SUBJECT: Filing of Notice of Determination in compliance with Section 21108 or 21152 of the Public Resources Code.

State Clearinghouse Number (if submitted to State Clearinghouse): 2017052034

Project Title: W. Weaver Creek Salmonid Habitat Rehabilitation

Project Applicant: Trinity County RCD

Project Location (include county): Trinity County, McCoy Lane/ Hwy. 299; 40 44 19 N, 122 58 03 W

Project Description:

This is an in stream habitat and floodplain restoration project in a highly degraded area of W. Weaver Creek, suffering from effects of historic mining and past wildfires. The project will add stream complexity through large wood placements, in-stream boulders and cobble, willow poles and revegetation of upslope areas. The floodplain will be re-connected to the creek and two secondary side channels will be constructed for additional habitat at high flows. Floodplain design includes capture of sediment for additional natural recruitment of vegetation.

This is to advise that the Trinity County RCD has approved the above Lead Agency or Responsible Agency)

described project on 6/21/2017 and has made the following determinations regarding the above described project.

- 1. The project [ ] will [X] will not] have a significant effect on the environment.
2. [ ] An Environmental Impact Report was prepared for this project pursuant to the provisions of CEQA. [X] A Negative Declaration was prepared for this project pursuant to the provisions of CEQA.
3. Mitigation measures [X] were [ ] were not] made a condition of the approval of the project.
4. A mitigation reporting or monitoring plan [X] was [ ] was not] adopted for this project.
5. A statement of Overriding Considerations [ ] was [X] was not] adopted for this project.
6. Findings [ ] were [X] were not] made pursuant to the provisions of CEQA.

This is to certify that the final EIR with comments and responses and record of project approval, or the negative Declaration, is available to the General Public at: Trinity County RCD, 30 Horseshoe Lane, Weaverville, CA 96093

Signature (Public Agency): Title:

Date: 6/21/2017 Date Received for filing at OPR.



State of California - Department of Fish and Wildlife  
**2017 ENVIRONMENTAL FILING FEE CASH RECEIPT**  
 DFW 753.5a (Rev. 01/01/17) Previously DFG 753.5a

[Print](#) [StartOver](#) [Finalize&Email](#)

RECEIPT NUMBER:  
 53 — 6/23/2017 — 03  
 STATE CLEARINGHOUSE NUMBER (if applicable)  
 2017352034

SEE INSTRUCTIONS ON REVERSE. TYPE OR PRINT CLEARLY.

LEAD AGENCY Trinity County Planning Department	LEAD AGENCY EMAIL r.....r@trinitycounty.org	DATE 6/23/2017
COUNTY/STATE AGENCY OF FILING Trinity	DOCUMENT NUMBER N/A	

PROJECT TITLE  
 W Weaver Creek Salmonid Habitat Rehabilitation

PROJECT APPLICANT NAME Trinity County RCD	PROJECT APPLICANT EMAIL	PHONE NUMBER (530) 623-6004
PROJECT APPLICANT ADDRESS P.O. Box 1450	CITY Weaverville	STATE CA
		ZIP CODE 96093

PROJECT APPLICANT (Check appropriate box)

Local Public Agency   
  School District   
  Other Special District   
  State Agency   
  Private Entity

CHECK APPLICABLE FEES:

- |  |            |    |          |
|--|------------|----|----------|
| <input type="checkbox"/> Environmental Impact Report (EIR)                   | \$3,078.25 | \$ | 0.00     |
| <input checked="" type="checkbox"/> Mitigated/Negative Declaration (MND)(ND) | \$2,216.25 | \$ | 2,216.25 |
| <input type="checkbox"/> Certified Regulatory Program document (CRP)         | \$1,046.50 | \$ | 0.00     |

- Exempt from fee  
      Notice of Exemption (attach)  
      CDFW No Effect Determination (attach)  
 Fee previously paid (attach previously issued cash receipt copy)

- |   |          |    |       |
|---|----------|----|-------|
| <input type="checkbox"/> Water Right Application or Petition Fee (State Water Resources Control Board only) | \$850.00 | \$ | 0.00  |
| <input checked="" type="checkbox"/> County documentary handling fee   |          | \$ | 50.00 |
| <input type="checkbox"/> Other  |          | \$ |       |

PAYMENT METHOD:

- Cash   
  Credit   
  Check   
  Other   
 TOTAL RECEIVED \$ 2,266.25

SIGNATURE 	AGENCY OF FILING PRINTED NAME AND TITLE _____, Administrative Coordinator
---------------	--

ORIGINAL - PROJECT APPLICANT

COPY - CDFW/ASB

COPY - LEAD AGENCY

COPY - COUNTY CLERK

DFW 753.5a (Rev. 20151215)



# Trinity County Resource Conservation District

Post Office Box 1450 · Thirty Horseshoe Lane · Weaverville, CA 96093 · www.tcrd.net

July 14, 2017

Denise Monday  
County of Humboldt  
1106 Second Street  
Eureka, CA 95501

Re: CEQA Lead Statement of no legal challenges to activities under Agreement #46\_10579, Task 9- West Weaver Creek Rehabilitation Project

Dear Denise,

This letter is to certify to the best of our knowledge the Trinity County Resource Conservation District, as the CEQA lead agency for the West Weaver Creek Rehabilitation Project, received no legal challenges for the Notice of Declaration filed on June 23, 2017.

Two comments were received on the Draft IS/MND, and are included in the Final IS/MND as Appendix A, shown below.

## **APPENDIX A** Comments and Responses

Appendix A includes the comment letters received during the agency/public review period for the Initial Study/Mitigated Negative Declaration (from May 10, 2017 to June 8, 2017).

A summary of the comment letters received is provided below in Table A-1, with the individual comment letters and TCRCD's response to the comment letters provided on the following pages.

TABLE A-1  
DRAFT IS/MND COMMENTS

Item	Agency/Commenter	Dated	Received by TCRCD	Comment Summary
1.	California Department of Fish and Wildlife (CDFW)	June 8, 2017	June 8, 2017	Comments regarding the potential for foothill yellow-legged frog to be listed under the California Endangered Species Act prior to project implementation and concurrence with findings on coho salmon.
2.	California Department of Transportation (Caltrans)	June 8, 2017	June 8, 2017	Comment regarding the need for a Caltrans encroachment permit if the alternate access route is used.

Sincerely,  
Donna Rupp  
Project Coordinator

cc: File 367

## Tribal Notification

California Home

Friday, July 14, 2017



OPR Home > CEQAnet Home > CEQAnet Query > Search Results > Document Description

## W. Weaver Creek Salmonid Habitat Rehabilitation

**SCH Number:** 2017052034

**Document Type:** MND - Mitigated Negative Declaration

**Project Lead Agency:** Trinity County Resource Conservation District

### Project Description

This is an in stream habitat and floodplain restoration project in a highly degraded area of West Weaver Creek, suffering from effects of historic mining and past wildfires. The project will add stream complexity through large wood placements, in-stream boulders and cobble, willow poles and revegetation of upslope areas. The floodplain will be re-connected to the creek and two secondary side channels will be constructed for additional habitat at high flows. Floodplain design includes capture of sediment for additional natural recruitment of vegetation.

### Contact Information

**Primary Contact:**

Donna Rupp  
Trinity County Resource Conservation District  
(530) 623-6004  
P.O. Box 1450  
Weaverville, CA 96093

### Project Location

County: Trinity  
City:  
Region:  
Cross Streets: McCoy Lane/Hwy 299  
Latitude/Longitude: 40° 44' 19" / 122° 58' 03" [Map](#)  
Parcel No: 024-670-09-00, -46-00  
Township: 33N  
Range: 10W  
Section: 2, 11  
Base:  
Other Location Info: Weaverville

### Proximity To

Highways: 299  
Airports: Weaverville  
Railways:  
Waterways: West Weaver Creek  
Schools: Trinity HS  
Land Use: OS & RR2.5

### Development Type

Other (habitat restoration)

### Local Action

### Project Issues

Aesthetic/Visual, Agricultural Land, Air Quality, Archaeologic-Historic, Biological Resources, Cumulative Effects, Drainage/Absorption, Flood Plain/Flooding, Forest Land/Fire Hazard, Geologic/Seismic, Growth Inducing, Landuse, Minerals, Noise, Population/Housing Balance, Public Services, Recreation/Parks, Soil Erosion/Compaction/Grading, Solid Waste, Toxic/Hazardous, Traffic/Circulation, Vegetation, Water Quality, Water Supply, Wetland/Riparian

**Reviewing Agencies** (Agencies in **Bold Type** submitted comment letters to the State Clearinghouse)

Resources Agency; **Department of Fish and Wildlife, Region 1**; Department of Parks and Recreation; Department of Water Resources; California Highway Patrol; **Caltrans, District 2**; Regional Water Quality Control Board, Region 1; Native American Heritage Commission; State Lands Commission

---

**Date Received:** 5/10/2017 **Start of Review:** 5/10/2017 **End of Review:** 6/8/2017

---

[CEQAnet HOME](#) | [NEW SEARCH](#)

**CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE**

REGION 1 - NORTHERN  
601 LOCUST STREET  
REDDING, CA 96001



**STREAMBED ALTERATION AGREEMENT**

NOTIFICATION No. 1600-2017-0146-R1  
WEST WEAVER CREEK

TRINITY COUNTY RESOURCE CONSERVATION DISTRICT  
WEST WEAVER CREEK SALMONID HABITAT REHABILITATION PROJECT

This Streambed Alteration Agreement (Agreement) is entered into between the California Department of Fish and Wildlife (CDFW) and Trinity County Resource Conservation District (Permittee) as represented by Ms. Donna Rupp.

**RECITALS**

WHEREAS, pursuant to Fish and Game Code section 1602, Permittee notified CDFW on March 22, 2017 that Permittee intends to complete the project described herein.

WHEREAS, pursuant to Fish and Game Code section 1603, CDFW has determined that the project could substantially adversely affect existing fish or wildlife resources and has included measures in the Agreement necessary to protect those resources.

WHEREAS, Permittee has reviewed the Agreement and accepts its terms and conditions, including the measures to protect fish and wildlife resources.

NOW THEREFORE, Permittee agrees to complete the project in accordance with the Agreement.

**PROJECT LOCATION**

The project is located at West Weaver Creek, tributary to Weaver Creek, in the County of Trinity, State of California; Latitude 40° 44' 19N , Longitude 122° 58' 03W Sections 2 and 11, Township 33N, Range 10W, U.S. Geological Survey (USGS) map Weaverville Base and Meridian.

**PROJECT DESCRIPTION**

The project is limited to channel and floodplain rehabilitation on a degraded reach of West Weaver Creek to improve fish passage through the reach, improve instream conditions for spawning and summer & winter rearing for coho salmon and steelhead, and promote fine sediment deposition in the overbank areas, encouraging the



EDMUND G. BROWN JR.  
GOVERNOR

MATTHEW RODRIGUEZ  
SECRETARY FOR  
ENVIRONMENTAL PROTECTION

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## North Coast Regional Water Quality Control Board

May 15, 2017

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**In the Matter of**  
**Water Quality Certification**  
**for**  
**West Weaver Creek Salmonid Habitat Rehabilitation Project**  
**WDID No. 1A170230WNTR**

APPLICANT: Trinity County Resource Conservation District  
RECEIVING WATER: West Weaver Creek  
HYDROLOGIC UNIT: Trinity River Hydrologic Unit No. 106.32  
COUNTY: Trinity County  
FILE: West Weaver Creek Salmonid Habitat Rehabilitation Project  
CW- 833641

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### FINDINGS BY THE EXECUTIVE OFFICER:

1. On March 9, 2017, the North Coast Regional Water Quality Control Board (Regional Water Board) received an application from the Trinity County Resource Conservation District (applicant), requesting Federal Clean Water Act, section 401, Water Quality Certification for activities associated with the West Weaver Creek Salmonid Habitat Rehabilitation Project (project). On May 5, 2017, additional information was submitted and the application was deemed complete.
2. **Public Notice:** Information describing the project was noticed for public comment on the Regional Water Board's website on April 17, 2017. We received no comments.
3. **Receiving Waters:** The project will cause disturbances to waters of the U.S. and the state associated with the West Weaver Creek within the Trinity River Hydrologic Unit No. 106.32.

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DAVID M. NOREN, CHAIR | MATTHIAS ST. JOHN, EXECUTIVE OFFICER

5550 Skylane Blvd., Suite A, Santa Rosa, CA 95403 | [www.waterboards.ca.gov/northcoast](http://www.waterboards.ca.gov/northcoast)





**DEPARTMENT OF THE ARMY**  
SAN FRANCISCO DISTRICT, U.S. ARMY CORPS OF ENGINEERS  
1455 MARKET STREET, 16<sup>TH</sup> FLOOR  
SAN FRANCISCO, CALIFORNIA 94103-1398

15 June 2017

Regulatory Division

Subject: File Number 2016-00369N

Ms. Priya Finnemore  
Environmental Science Associates  
2600 Capitol Avenue, Suite 200  
Sacramento, CA 95816

Dear Ms. Finnemore:

This correspondence is in reference to your submittal of February 2, 2017 on behalf of Ms. Donna Rupp of the Trinity County Resource Conservation District, concerning Department of the Army (DA) authorization to rehabilitate and restore instream salmonid habitat and fish passage located at a 2.39-acre project area in West Weaver Creek. The project site is located in West Weaver Creek, near the town of Weaverville, Trinity County, California, at Latitude 40.4419N Longitude -122.5803W, T33 N R 10W and Sections 2 and 11 on the Weaverville, CA quadrangle map.

The goals of the project are to improve fish passage through the project reach, improve instream conditions for spawning and summer/winter rearing for coho salmon and steelhead within the project reach, and promote fine sediment deposition in the overbank areas, thus improving conditions for the establishment of riparian species and reducing downstream sediment input to the Trinity River. The primary goals of the project will be achieved through reconstructing the channel bed with gravel bed morphological features.

The project will include construction of alternating segments of riffle pool, step pool, and boulder cascade geomorphic features, totaling approximately 490 linear feet of reconstructed channel bed. These features will be constructed by installing engineered stream material, boulders, large woody debris and boulder sills and clusters to create in channel habitat structures that will improve the quality of rearing and spawning habitat within the project area. Work within Corps jurisdiction will include the temporary placement of dewatering equipment, channel crossing materials, and bedding materials, and excavation of existing subgrade and the permanent placement of habitat improvement structures below ordinary high water. The proposed project would result in approximately 490 linear feet (0.06 acres) of permanent impacts from the placement of 308 cubic yards of fill placed below ordinary high water, and an additional 115 linear feet of temporary impacts from the temporary placement of 97 cubic yards of fill material for dewatering of the project area. All work shall be completed in accordance with the plans and drawings titled "USACE File #2016-00369N, West Weaver Creek Restoration Project," dated June 15, 2017 and provided as enclosure 1.

# Decision Memo

## West Weaver Creek Salmonid Habitat Rehabilitation Project

*USDA Forest Service  
Shasta-Trinity National Forest  
Weaverville Ranger District Trinity River Management Unit  
T33N, R10W, Section 2 and 11 MDM  
Trinity County, California*

### Background

In cooperation with the USDA Forest Service, Shasta-Trinity National Forest (USFS) and private landowners, the Trinity County Resource Conservation District (TCRCD) has proposed the West Weaver Creek Salmonid Habitat Rehabilitation Project (Project), which includes channel and floodplain rehabilitation on a degraded reach of West Weaver Creek, near the town of Weaverville, in Trinity County, California. West Weaver Creek is a tributary to Weaver Creek, which in turn is a tributary to the Trinity River that currently supports Southern Oregon and Northern California Coast (SONCC) coho salmon evolutionarily significant unit (ESU) (*Oncorhynchus kisutch*) and steelhead (*Oncorhynchus mykiss*). The goals of the project are to improve fish passage through the project reach, improve instream conditions for spawning and summer/winter rearing for coho salmon and steelhead within the project reach, and promote fine sediment deposition in the overbank areas, thus improving conditions for the establishment of riparian species and reducing downstream sediment input to the Trinity River.

The West Weaver Creek watershed lies just west of the town of Weaverville, in township 33N, range 10W, sections 2 and 11, MDM. The project area includes approximately 2.39 acres of land (see Figure 1, Project Location and Figure 2, Project Site in Appendix C). Lands in the northern portion of the project area are managed by the USFS and comprise approximately 0.74 acre; the remaining 1.65 acres are privately owned. This decision does not authorize actions on lands not administered by the USFS.

USFS lands are managed in accordance with the Shasta-Trinity National Forest Land and Resource Management Plan (LRMP)<sup>1</sup>. The project area is located within the Weaverville/Lewiston Management Area (Management Area #7) of the LRMP<sup>2</sup>.

The project area is within an Adaptive Management Area (AMA) Management Prescription. Objectives for AMA lands are to learn how to manage on an ecosystem basis, in terms of both technical and social challenges, and in a manner consistent with applicable laws<sup>3</sup>.

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<sup>1</sup> Shasta-Trinity National Forest, 1999.

<sup>2</sup> LRMP, pgs. 4-107 to 4-109.

<sup>3</sup> LRMP, pgs. 4-69 to 4-71.

## NOAA Section 7 Consultation Memo

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**From:** Bob Pagliuco - NOAA Federal [mailto:bob.pagliuco@noaa.gov]  
**Sent:** Tuesday, May 16, 2017 12:42 PM  
**To:** Sirkin, L K CIV USARMY CESPN (US) <L.K.Sirkin@usace.army.mil>; drupp@tcrd.net; stephaniesriess@fs.fed.us  
**Cc:** Justin Ly <Justin.Ly@noaa.gov>; Priya Finnemore <pfinnemore@esassoc.com>  
**Subject:** Re: West Weaver Creek Programmatic BO Coverage

Hello Donna,

Thank you for taking the time to show me around the West Weaver Creek project site last week. Based on the current project reach gradient of >6% combined with the fact that Brett Harvey's fish surveys have not shown coho within the project reach for the past 5 years, I no longer believe that it is prudent for you to hire a biologist to snorkel the project reach prior to fish removal like I had asked in my previous email. I would still like to review the contractor's dewatering plan when that becomes available and I will also need daily totals of coho removed, captured, injured, killed, and relocated during each fish relocation day. Please let me know if you have any questions and let me know what your approximate project start date will be when that becomes more clear.

Thanks again for the site visit,

Bob

On Mon, Mar 27, 2017 at 4:09 PM, Bob Pagliuco - NOAA Federal <[bob.pagliuco@noaa.gov](mailto:bob.pagliuco@noaa.gov)> wrote:

Donna,  
The NOAA Restoration Center (RC) has reviewed the Trinity County Resource Conservation District's application to the NOAA RC's Programmatic Biological Opinion for Restoration Projects (Arcata Office) and has determined that the West Weaver Creek Salmonid Habitat Rehabilitation Project fits within the scope of this program. NOAA RC and the United States Army Corps of Engineers' (USACE) have completed programmatic consultation with NMFS under section 7a2 of the ESA for the NOAA RC's Programmatic Biological Opinion for Restoration Projects (Arcata Office).

This project will also require Endangered Species Act (ESA) Section 7a2 coverage for the US Forest Service's because the project will be occurring on National Forest Lands. US Forest Service's funding will not result in any additional effects that have not been analyzed in NMFS's Programmatic Biological Opinion provided to the NOAA RC and USACE. In addition, it is unnecessary to revise the Incidental Take Statement from NMFS' Programmatic Biological Opinion to include US Forest Service's action.

In summary, this email affirms that the USACE has NMFS ESA Section 7a2 coverage for their 404 permit nexus and the US Forest Service has NMFS ESA Section 7a2 coverage for carrying out a restoration action on their National Forest lands.

Due to the length of stream that will be dewatered and the limited amount of take that is allowed annually under this programmatic, I request that you have a qualified fisheries biologist snorkel the project reach 2-3 weeks prior to fish removal and report the amount of coho observed to me via email. I will also need to approve the dewatering plan after the contractor develops it.

During fish removal, I will need **daily** totals of coho removed, captured, injured, killed, and relocated during **each** fish relocation day.

This coverage will also require updates and a final report described in the BO and the attached monitoring form to ensure compliance with the terms of this BO. Please let me know if you have any questions.

Thanks,

Bob

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Bob Pagliuco  
Marine Habitat Resource Specialist  
NOAA Office of Habitat Conservation, Restoration Center  
1655 Heindon Road  
Arcata, CA 95521  
[\(707\) 825-5166](tel:7078255166) Office  
[\(707\) 217-7176](tel:7072177176) Cell

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Bob Pagliuco  
Marine Habitat Resource Specialist  
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Arcata, CA 95521  
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(707) 217-7176 Cell

Army Corp Section 106 consultation



US Army Corps of Engineers, San Francisco District

MEMORANDUM FOR RECORD

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File Number: 2016-00369N  
Project: West Weaver Creek Restoration Project  
Date: June 15, 2017  
Subject: Department of the Army Memorandum Documenting Nationwide Permit # 27 – Aquatic Habitat Restoration, Establishment, and Enhancement Activities Verification

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**Applicant:** Ms. Donna Rupp, Trinity County Resource Conservation District, PO Box 1450, Weaverville, CA 96093

**Project Location:** The project site is located in West Weaver Creek, near the town of Weaverville, Trinity County, California, at Latitude 40.4419N Longitude -122.5803W, T33 N R 10W and Sections 2 and 11 on the Weaverville, CA quadrangle map. West Weaver Creek is a tributary to Weaver Creek which is a tributary to the Trinity River.

**Date Application/Pre-construction Notification Received:** February 2 2017  
**Complete?** Yes

**Pre-construction Notification Required:** Yes

**Additional Information Requested:** No

**Date Application Determined Complete:** April 7, 2017

**Waiver required to begin work (i.e. does the project exceed size/volume limits?):** No

**Waters of the US:** West Weaver Creek

**Jurisdictional Authority:** Section 404  
No jurisdictional determination requested/required.

**Site Visit:** No site visit was conducted.

**Permit Authorization:** Section 404 of the Clean Water Act of 1972

**Scope of Analysis:** Analysis is confined to Corps jurisdiction, within jurisdictional waters of the U.S.

**Project Description:** The goals of the project are to improve fish passage through the project reach, improve instream conditions for spawning and summer/winter rearing for coho salmon and steelhead within the project reach, and promote fine sediment deposition in the overbank areas, thus improving conditions for the establishment of riparian species and reducing

*Sample Letter- Lead Agency Notification to California Native American Tribes re: project application and consultation under AB 52.*

*Instructions: Please remove all highlights after filling in the blanks. Please erase these instructions from your letter.*

[Lead Agency Letterhead]

< Date >

FROM: <NAME OF LEAD AGENCY TRIBAL CONTACT/ PROJECT LEAD>

RE: Tribal Cultural Resources under the California Environmental Quality Act, AB 52 (Gatto, 2014).  
Formal Notification of determination that a Project Application is Complete or Decision to Undertake a Project, and Notification of Consultation Opportunity, pursuant to Public Resources Code § 21080.3.1 (hereafter PRC).

Dear < MAIL MERGE: TRIBAL CONTACT TITLE, TRIBAL CONTACT LAST NAME>:

The <Lead Agency > has determined that a project application is complete for the <Name of Project> OR  
The <Lead Agency > has decided to undertake the following project: <Name of Project>.

Below please find a description of the proposed project, a map showing the project location, and the name of our project point of contact, pursuant to PRC § 21080.3.1 (d).

< Description of the Proposed Project>

<Project Location>

<Lead Agency Point of Contact>

Pursuant to PRC § 21080.3.1 (b), you have 30 days from the receipt of this letter to request consultation, in writing, with the <Lead Agency>.

Very Respectfully,

<Name>

<Title>

## APPENDIX E: Part 5 Ongoing Project Management – Example Forms

Example forms included:

- Grant Deliverable Tracking Sheet
- Amendment Request Letter
- Amended Agreement
- Acknowledgement Sign Guidelines

You will be provided with a trackingsheet to track deliverable submittals, similar to the one below. The County will use the same sheet to record the dates the documents were submitted to DWR.

Project 2 - City of Example Water Tank Project				
Work Task Title	Deliverables	Due Date	Status	Date Submitted and Comments
Task 2.1.A Project Administration	Sub-Grantee Agreement	Jul-20		
	Financial Statements (3 years), W9 Vendor Enrollment Form	Aug-20		
	Invoices	Aug-20		
	Billing Rate Support Letter	Aug-20		
	Project Director form			
Task 2.1.B Project Monitoring Plan	Project Monitoring Plan	Aug-20		
Task 2.1.C Labor Compliance Program	Proof of labor compliance	At request		
Task 2.1.D Reporting	Project Progress Report	Quarterly		
	Draft and Final Project Completion Report	Nov-22		
Task 2.2 Land Purchase/ Easement	NA	NA		
Task 2.3.A Planning and Assessment	Inspection Report	Aug-21		
	Seismic Analysis	Aug-21		
	Preliminary Repair and Retrofit Plan	Aug-21		
Task 2.3.B Design	Geotechnical Report	Dec-21		
	100% Design Documents	Dec-21		
Task 2.3.C CEQA Documentation	Environmental Information Form	Aug-20		
	Copy of Notice of Determination	Dec-21		
	Copy of Notice of Exemption	Dec-21		
	No Legal Challenges Letter	Dec-21		
	Encroachment Permit	Dec-21		
Task 2.3.D Permitting	Grading Permit	Dec-21		
	Building Permit	Dec-21		
Task 2.4.A Construction Contracting	Summary of Bids (one for pressure reducing valve and one for SCADA)	Mar-22		
	Award of Contract	Apr-22		
Task 2.4.B Construction Administration	Construction Management Logs	Sep-22		
	Photographic Documentation	Sep-22		
Task 2.4.C Construction Implementation/Activities	As-Builts	Sep-22		
	Notice of Completion	Sep-22		
	DWR Certification of Project Completion-Engineer	Sep-22		
D.2 Acknowledgement Sign Photo and Location Map	Sign Photo and Location Map	Sep-22		

Deliverables listed in the grant agreement

## Example Amendment Request Letter

August 31, 2020

IWRM Regional Manager  
Natural Resources Planning Division  
Humboldt County Public Works Department

Re: Amendment Request, Prop 1, Round 1

Dear IRWM Regional Manager,

This letter is to request consideration of changes in the budget and schedule to the City of Example Water Tank Project being funded through the County of Humboldt through grant agreement #046000XXXXX with the Department of Water Resources.

The City has seen cost savings in the Task 3, Planning/Design/Environmental Documentation for two reasons, an encroachment permit is no longer required, as originally anticipated; and utilizing inhouse staff rather than an outside consultant to complete the designs resulted in cost savings. We are requesting to move \$10,000 from Task 3 to Task 4, Construction Implementation. The increased budget in Task 4 accommodates the increase of materials; the costs have increase since preparing the original budget.

The City also requests modification to the scheduled ending dates to construction and Project administration. These changes reflect and extended schedule due to the delays in construction caused by the extended wet weather resulting in poor construction conditions.

The requested changes to the agreement will not affect the proposed project outcome or goals. We appreciate your consideration of the request.

Sincerely,

Sally Faker  
Public Works Director  
City of Example

Ensure that there is justification for your request. Explain why do you need the Amendment.

Will the project outcome or goals of the project be affected?

If requesting changes to more than one section of the agreement (Work Plan, Budget or Schedule) describe all requests and justify the reason for the amendment.

The Sub-Grantee Agreement will be submitted with the requested revisions in track changes.

Budget Revision Example

Exhibit B Budget Continued					
Project 2: City of Example Water Tank Project					
Project Sponsor: City of Example					
		A	B	C	D
		Requested Grant Amount	Cost Share: Non-State Fund Source* (Funding Match)	Cost Share: Other State Fund Source *	Total Cost
Category					
Task 1	Direct Project Administration	\$35,000			\$35,000
Task 2	Land Purchase/Easement	\$0			\$0
Task 3	Planning/Design/Engineering/Environmental Documentation	<del>\$154,500</del> <u>145,500</u>			<del>\$154,500</del> <u>145,500</u>
Task 4	Construction Implementation	<del>\$593,500</del> <u>603,000</u>	\$25,000		<del>\$618,500</del> <u>628,000</u>
Grand Total		\$783,000	\$25,000		\$808,000

Remove \$10,000 from Task 2.3 in both columns, Grant Amount and Total

Add \$10,000 to Task 4 in both columns, Grant Amount and Total

The Grant Totals will not change


Change any dates that will be affected by the requested schedule adjustment.

Schedule Revision Example

<b>Project 12: Elevated Water Tank Rehabilitation Project</b>			
<b>Task</b>		<b>Start Date</b>	<b>End Date</b>
<b>2.1</b>	<b>Project Administration</b>	<b>September '20</b>	<del>November '22</del> <u>February '23</u>
2.1.A	Project Management	September '20	<del>November '22</del> <u>February '22</u>
2.1.B	Project Monitoring Plan	September '20	August '20
2.1.C	Labor Compliance Program	September '20	<del>November '22</del> <u>February '22</u>
2.1.D	Reporting	September '20	<del>November '22</del> <u>February '22</u>
<b>2.2</b>	<b>Land Purchase/Easement</b>	<b>N/A</b>	<b>N/A</b>
<b>2.3</b>	<b>Planning/Design/Engineering and Environmental Documentation</b>	<b>October '20</b>	<b>December '21</b>
2.3.A	Planning and Assessment	October '20	August '21
2.3.B	Design	January '21	December '21
2.3.C	CEQA Documentation	October '20	December '21
2.3.D	Permitting	March '21	December '21
<b>2.4</b>	<b>Construction/Implementation</b>	<b>December '21</b>	<del>September</del> <u>December '22</u>
2.4.A	Construction Contracting	December '21	<del>September</del> <u>December '22</u>
2.4.B	Construction Administration	December '21	<del>September</del> <u>December '22</u>
2.4.C	Construction/Implementation Activities	<del>March '22</del> <u>June '22</u>	<del>September</del> <u>December '22</u>

# Proposition 1 Sign Guidelines

**NAME OF PROJECT**  
FOR  
**NAME OF PUBLIC AGENCY**



FINANCED UNDER THE  
**WATER QUALITY, SUPPLY, AND INFRASTRUCTURE IMPROVEMENT  
BOND ACT OF 2014 (Proposition 1)**

ADMINISTERED BY  
**CALIFORNIA STATE DEPARTMENT OF WATER RESOURCES**

ENGINEER:  
CONTRACTOR:

3' to 5'

4' to 8'

- This is a conceptual design sketch that is NOT to scale.
- Provide adequate structural supports for sign as site conditions may require.
- Keep sign a proper distance above prevailing grade to permit public viewing.
- Size DWR logo to permit public viewing. DWR Logo (a few to select from, select whichever is most appropriate) at: <http://www.water.ca.gov/irwm/grants/resourceslinks.cfm>