



# **SOUTH FEATHER WATER & POWER AGENCY**

## **AGENDA**

**Regular Meeting of the Board of Directors of the  
South Feather Water & Power Agency  
Board Room, 2310 Oro-Quincy Highway, Oroville, California  
Tuesday; February 27, 2024; 2:00 P.M.**

Remote participation is available via Zoom by logging into:

<https://us02web.zoom.us/j/87605426673>

Meeting ID: 876 0542 6673

One tap mobile

+16699006833,,87605426673# US (San Jose)

+16694449171,,87605426673# US

For attendees calling by phone use \*9 to raise hand

### **A. Roll Call**

### **B. Approval of Minutes**

(Tab 1)

### **C. Approval of Checks/Warrants**

(Tab 2)

**D. Public Comment** – *Public comment for Directors can be submitted anytime via e-mail. However, in order to be read into the record during the meeting it must be submitted to [PublicRelations@southfeather.com](mailto:PublicRelations@southfeather.com) by 12:00 P.M. Tuesday February 27, 2024. Individuals will be given an opportunity to address the Board regarding matters within the Agency's jurisdiction that are not scheduled on the agenda, although the Board cannot take action on any matter not on the agenda. Comments will be limited to 5 minutes per speaker.*

*An opportunity for public comments on agenda items will be provided at the time they are discussed by the Board. Comments will be limited to five minutes per speaker per agenda item.*

### **E. Business Items**

#### **Palermo Clean Water Consolidation Project**

(Tab 3)

Consideration of two Subrecipient Agreements between the County of Butte and SFWPA.

### **F. Staff Reports**

(Tab 4)

### **G. Directors' Reports**

Directors may make brief announcements or reports for the purpose of providing information to the public or staff, or to schedule a matter for a future meeting. The Board cannot take action on any matter not on the agenda and will refrain from entering into discussion that would constitute action, direction or policy, until the matter is placed on the agenda of a properly publicized and convened Board meeting.

### **H. Closed Session**

(Tab 5)

#### **Conference with Legal Counsel – Existing Litigation**

(Paragraph (1) of subdivision (d) of Government Code section 54956.9)

- A. Name of Case: North Yuba Water District v. South Feather Water & Power Agency et al., Sutter County Superior Court Case No. CVCS21-0001857

February 7, 2024 Boutin Jones submission of Additional Discovery (19 added demands) and Special Interrogatories (287)

- B. Name of Case: South Feather Water & Power Agency v. North Yuba Water District et al., Sutter County Superior Court Case No. CVCS21-0002073

November 21, 2023 Change in Lead Counsel from Paul Boylan to Ron Statler and Leonard Herr

- C. Bay Delta Proceedings including the proposed Delta Conveyance Project and amendments to the Bay-Delta Water Quality Control Plan. Government Code § 54956.9, subdivision (a) and (d)(1).

**Conference with Legal Counsel – Anticipated Litigation**

(Paragraph (4) of subdivision (d) of Government Code section 54956.9) One case.

**I. Open Session**

Report of closed session actions.

**J. Adjournment**

- K. Annual Meeting** – South Feather Water and Power Agency Financing Corporation. (Tab 6)

**L. Adjournment**

The Board of Directors is committed to making its meetings accessible to all citizens. Any persons requiring special accommodation to participate should contact the Agency's secretary at 530-533-2412, preferably at least 48 hours in advance of the meeting.

**MINUTES of the REGULAR MEETING of the BOARD of DIRECTORS of SOUTH  
FEATHER WATER & POWER AGENCY**

**Tuesday, January 23, 2024, 2:00 P.M.,  
Agency Board Room, 2310 Oro-Quincy Hwy., Oroville, California**

**DIRECTORS PRESENT (In Person):** Rick Wulbern, John Starr, Brad Hemstalk, Ruth Duncan, Mark Grover

**DIRECTORS ABSENT:** None

**STAFF PRESENT (In Person):** Rath Moseley, General Manager; Cheri Richter, Finance Manager; Dustin Cooper, General Counsel; John Shipman, Water Treatment Superintendent; Jaymie Perrin Operations Support Manager; Kristen McKillop, Regulatory Compliance Manager; Dan Leon, Power Division Manager; Kyle Newkirk, Civil Engineer

**STAFF PRESENT (By Zoom):** Art Martinez, Information Systems Manager

**OTHERS PRESENT (Via Zoom):** Tod Hickman, Mark Harrison

**OTHERS PRESENT (In Person):** Roger Bailey, Maury Miller, Marieke Furnee

**CALL TO ORDER**

President Wulbern called the meeting to order at 2:02 p.m. and led the Pledge of Allegiance.

**APPROVAL OF MINUTES**

M/S: (Grover/Starr) approving the Minutes of the Special Meeting of December 19, 2023.

Ayes: Wulbern, Duncan, Hemstalk

Public Comment: None

**APPROVAL OF CHECKS AND WARRANTS**

M/S (Wulbern/Starr)

Ayes: Duncan, Grover, Hemstalk

Public: None

Approving the total General Fund and Joint Facilities operating fund expenditures for the month of December 2023 in the amount of \$1,803,138.80 and authorize the transfer of \$1,500,000.00 from the TCB General Fund to the TCB Accounts Payable and Payroll Fund for the payment of regular operating expenses.

**PUBLIC COMMENT**

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Tod Hickman tried to raise his hand remotely and speak, however zoom audio difficulties prevented communication at that time.

After business items and staff reports were completed, Mr. Hickman was able to speak on public comment.

The following documents were provided to the board per Mr. Hickman's request and he communicated the content of each letter (below).

To: Butte and Yuba LAFCo

Date: Tuesday, January 16, 2024

Re: Current NYWD LAFCo investigation

We want to bring to your attention a very important item on the upcoming North Yuba Water District's January 18, 2024, meeting agenda. We believe it's a relevant consideration in the current NYWD LAFCo investigation:

*"Update the Board on the District Administration's plan to organize a joint effort with the Yuba Water Agency and the Yuba County Fire Chiefs to extend the District's water lines and install fire hydrants, resulting in extended water service and greater fire protection."*

This is exciting news for our entire Yuba/Butte Foothill region. Any efforts, even those that are long overdue, to improve wildfire protection are critical to our region's safety and prosperity. Sadly, Butte County and Yuba County foothills have experienced devastating wildfires over the last two decades, some crossing over into both counties. **NYWD's hydrant expansion initiative offers a chance to ensure a more fire-safe future for all of us.**

NYWD depends upon the South Feather River watershed, found primarily within Butte County, to serve its customers within its sphere of influence in Yuba County. Any desire by NYWD to expand its wildfire hydrant protection in Yuba County depends upon this same watershed. Unfortunately, calculations prove that NYWD does not have enough water to extend its wildfire hydrant system realistically and thoroughly, as allowed by its current water rights from this watershed. However, NYWD's watershed and infrastructure partner, South Feather Water & Power Agency, has ample water to increase the water available for any hydrant expansion. **The primary hindrance to NYWD gaining access to more water to expand the Yuba County foothill fire hydrants is the restriction governed by the boundaries of the current sphere of influence between the two agencies.**

Another critical concern, seen in the 2020 Bear/North Complex fire, demonstrated that NYWD's current fire hydrant system has limitations due to its age and pressure limitations. Low hydrant pressures resulted in the Butte and Yuba sides of Forbestown's inability to access fully pressurized water during the fire. It should be noted that the primary source of domestic water for NYWD's gravity-fed hydrant system is in Butte County. This under-utilized gravity system serves some hydrants in Butte County and stops short of serving a more extensive Butte area due to NYWD's sphere of influence boundary. **The primary hindrance to expanding this fire hydrant system into Butte County is the restriction governed by the boundaries of the current sphere of influence between the two agencies.**

**ADDENDUM to complaint letter sent to California Association of Local Agency Formation Commissions, dated October 16, 2023**

**To: Butte LAFCo**

**Date: 01.03.24**

**Re: Seven additional points for inclusion in the NYWD investigation**

Following are seven additional considerations in support of NYWD's "sphere of influence" consolidation into the neighboring "sphere of influence" and watershed partner, located in Butte County, South Feather Water & Power Agency.

**1) Much of NYWD's infrastructure is in Butte County, not Yuba County.**

The following critical infrastructures are in Butte County:

- The Forbestown Treatment Plant, which has the capability, due to its location, to feed a domestic and fire hydrant system into the lower Butte County foothills.
- The Forbestown Ditch, NYWD's primary water conveyance, is primarily located in Butte County.
- The Hell for Stout Flume (now a siphon) is a significant conveyance structure of the Forbestown Ditch.
- The Oreleva Creek Diversion and Piping diverts and conveys water for six months into the Forbestown Ditch for use at the Forbestown Treatment Plant.

**2) The Forbestown Treatment Plant is not fully utilized on the Butte County side of NYWD's current "sphere of influence."**

- The treatment plant has been historically operated at only 1/3 capacity creating an extremely inefficient asset that flies in the face of beneficial use. Under proper SF management this resource could be operated at full capacity, not only expanding domestic services, but significantly contributing to the much needed fire hydrant system into Butte County of Forbestown and down into the lower foothills.

**3) A significant portion of domestic customer parcels are in Butte County.**

- There are 148 domestic customer parcels located in Butte County, which represents nearly 20% of the total number of customer parcels served.

**4) Yuba LAFCo ignored a previous request to investigate NYWD's unserved parcels in its "sphere of influence."**

- In 2017, a group of concerned citizens met with John Benoit, Executive Director Yuba LAFCo, to protest the excessive number of annexed, unserved parcels in NYWD's "sphere of influence." A comprehensive service review was requested. Yuba LAFCo did not move forward to fulfill the citizen's request. It's unclear why the service review never happened. It's not unreasonable to assume that NYWD's leadership and Yuba LAFCo's board leadership purposefully ignored the service review request at the time.

**5) NYWD ignores updating the voter divisional map within its "sphere of influence"**

- Even after several election cycles since the 2020 census and a 2019 de-annexation of many NYWD parcels that overlapped Brown Valley Irrigation District, NYWD has not updated its divisional voting map, promoting voting inaccuracies and misrepresentations.

**6) Calculations prove that NYWD does not, nor will it ever, have enough water to serve the nearly 2,300 annexed, unserved parcels within its "sphere of influence"**

- NYWD has two significant water permits:

Permit 11516 - governs Slate Creek

Permit 11518 - governs the South Fork Feather River

Between the two permits, NYWD is entitled to 23,700 AF taken in any manner they choose (i.e., all from one permit or any combination).

NYWD entered into a contract with South Feather Water & Power Agency (SFWPA) in 2005. Per that contract, NYWD may use 3,700 AF at no cost and is required to:

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**2) The Forbestown Treatment Plant is not fully utilized on the Butte County side of NYWD's current "sphere of influence."**

- The treatment plant has been historically operated at only 1/3 capacity creating an extremely inefficient asset that flies in the face of beneficial use. Under proper SF management this resource could be operated at full capacity, not only expanding domestic services, but significantly contributing to the much needed fire hydrant system into Butte County of Forbestown and down into the lower foothills.

#### **7) Potential illicit revenue generation scheme**

- With the likelihood that the SWRCB will significantly reduce NYWD's permitted water, any significant customer expansion would need to tap un-permitted water. Also, due to the 2005 contract with South Feather Water & Power Agency, 15,500 AF of this un-permitted water must pass through power generation infrastructure. This will be an illicit revenue scheme.



NYWD Board Meet 12-21-2023

Hello everyone, I am here to talk about the benefits and prosperity that consolidation will bring to all of the residents of SFWPA and NYWD.

Consolidation of SFWPA and NYWD will bring unlimited drinking and irrigation water to us all.

Under consolidation, the area and resources of NYWD will become Divisions 6 and 7 of SFWPA, finally allowing NY Residents to reap the benefits of their existing resources.

Consolidation of SFWPA and NYWD will eliminate the additional and further wasteful expenditure of \$10's of millions of dollars and the associated lost employee resource capital. North Yuba's wasteful spending and lack of beneficial use is well documented and their relationship with SF has been highly dysfunctional.

The only reason that NYWD had a 2023 irrigation season was due to the \$120,000 in mutual aid that SFWPA performed on the Upper Forbestown Ditch. NYWD was/is is no type of shape to perform these type of repairs on it's own. NY effectively had no irrigation season for the previous 10 years.

Beneficial use will flourish in this expanded District, particularly in North Yuba's newly formed Divisions 6 and 7, which will have access to new resources being a part of SF.

By being a part of this newly expanded District, North Yuba residents will gain access to South Feather resources that they are currently not entitled to. More water, upgraded resources, and effective management just to name a few.

South Feather won't be stealing anything from North Yuba. North Yuba will be on the receiving end of the gift of a lifetime.

SF only delivers approximately 30,000 A-F of the 160,000 A-F it has in storage and the 200K-400K A-F of water that flows thru this system on a yearly basis. This does not include the other 1 million plus A-F of un-utilized water rights SF possesses. Current NYWD resources are scant and limited. By being a part of SF as Division 6 and 7, North Yuba residents will enjoy their new found water and fortune.

We will all flourish and prosper in this new water utopia. There will be freshwater fire hydrants on every corner and every 500 feet. We will have the cheapest fire insurance in the state. Freshwater will flow to every parcel from East Oroville, Palermo, Kelly Ridge, Foothill-Miner, Bangor, Brownsville, Forbestown, Oregon House, Dobbins, Rackerby, Challenge, and everywhere in between.

I urge the current NYWD Board of Directors to work with SFWPA and LAFCO to make this beneficial consolidation a reality and put an end to the tragic and wasteful relationship that has existed between NY and SF for the last 70 years.

Mr. Hickman communicated that he was surprised how much of North Yuba's infrastructure was in Butte County and not in Yuba County. The number of unserved parcels is incredibly high and it does not look like there are enough water rights on the North Yuba side to fulfill the potential need. Encouraged the board to look over the documents and do research for yourselves.

The next document Mr. Hickman spoke to was about the current LAFCO investigation. The document is basically talking about fire hydrant and fire management in our region and the fact that fire knows no county boundaries. Importance of getting an intricate fire system pressurized with the capability to deliver the needed water.

The third document was a public comment given by Mr. Hickman at North Yuba during their board meeting and asked SF board directors to read it as well. Feels the documents give a lot of information and context of where his group is coming from.

Would like to make it very, very public that their group is not just focused on SF absorbing NYWD. Fully grasp the concept that a hostile takeover from SF is not an option. We want more than anything to see these litigation lawsuits put to an end and hates seeing attorney's getting paid. If there is an opportunity for Yuba County or State to take action, we at SF need to be ready to act if the opportunity comes. Big picture, they are not opposed to an agency like Yuba Water Agency taking over North Yuba. Firmly believe North Yuba is the problem and is a redundant agency that has created no economic growth and is basically creating nothing. Majority of progress was a result of SF's mutual aid so we are not opposed to Yuba Water Agency taking over North Yuba and putting an end to this. Perhaps Yuba get's water from SF so not to deprive any voter owners from this water and SF would benefit from funds not be given to North Yuba for all the work and risk that SF does. It is a bad agreement and has been nothing but detrimental to SF because of a redundant agency not putting funds to beneficial use with years and years of abuse. The voter/owners of SF have paid the price because we have water but no infrastructure to get it to customers.

All this information is for the board and staff to be aware of what is going on and to be ready when opportunity does come. Appreciates the direction our agency is going.

## **BUSINESS ITEMS**

### **2024 Adopted Budget**

M/S: (Grover/Hemstalk)

Ayes/As Approved – Starr, Duncan, Wulbern

Public – None

Receive and file the 2024 SFWPA board approved annual operating budget including segregating revenue and expenses to facilitate compliance with the 2005 Agreement with North Yuba Water District.

### **CSDE Support Services**

M/S: (Wulbern/Hemstalk)

Ayes – Duncan, Starr, Grover

Public – None

Authorizing the General Manager to award a multi-year contract to Schnabel Engineering for an annual amount of \$200,000 for Chief Dam Safety Engineering Support Services through December 31, 2026.

## **FINANCE MANAGER'S REPORT**

The Finance Manager communicated the following:

### **2024 Budget**

Agency staff has completed the 2024 Adopted Budget which is included in this month's Board agenda packet. Many thanks to our division managers, staff, and consultants for all of their time, patience and cooperation involved in the preparation and presentation of the Budget for the upcoming year.

### **Interim Audit Work**

Documentation requested by the auditors has been compiled and scanned for their preliminary review of operations. Cash Receipts, Utility Billing, Cash Disbursements and Payroll documentation are the areas currently under review.

### **General Wage Increases for 2024**

The general wage increases set forth in the current memorandums of understanding are 3.75% for members of the

Clerical & Support Employees Unit (CSEU), Hydropower Generation Employees Unit (HGEU), Management & Professional Employees Unit (MPEU), and Water Treatment & Distribution Employees Unit (WTDEU). The wage increases were included in the paychecks issued on January 12, 2024. The updated pay schedules will reflect the new pay rates and will be posted on the Agency's website.

### **Santa Clara Valley Water District**

Per the Purchase Agreement for Water Transfer, dated July 24, 2022, an invoice for \$2,341,800.00 was sent to SCVWD for the 7,806-acre feet delivered in 2022.

### **POWER DIVISION MANAGER'S REPORT**

The Power Division Manager communicated the following:

South Fork Div tunnel average flow was 39 CFS. Slate Creek Div tunnel was open for 1 day. Little Grass Valley and Sly Creek Reservoirs combined storage was 90 kAF at month's end. The following reservoirs are currently spilling: Ponderosa Reservoir.

DWR Bulletin 120 observed conditions as of January 17 for accumulated WY-to-date precipitation is at 67% of average (North Region 8-Station Index). Observed snowpack as of January 17 is at 27% of April 1 average (North Region).

Asset Performance was reviewed and discussed.

### **MAINTENANCE**

#### **Powerhouses**

- Woodleaf Powerhouse.
  - Status: In service, normal dispatch schedule.
  - Annual maintenance outage: Scheduled for February 2024.
- Forbestown Powerhouse.
  - Status: In service, normal dispatch schedule.
  - Annual maintenance outage: Scheduled for March 2024.
  - Condition Assessment Project during outage.
  - Prepare for replacement of turbine shutoff valve disc seal.
  - Install new cooling water strainer.
- Sly Creek Powerhouse.
  - Status: In service, normal dispatch schedule.
  - Annual maintenance outage: Scheduled for October 2024.
  - Forced Outage: Station service switchgear problems.
  - Repair cooling water pump packing.
- Kelly Ridge Powerhouse.
  - Status: In service, normal dispatch schedule.
  - Annual maintenance outage: Scheduled for November 2024.

#### **Project Facilities and Assets**

- LGV – Inspect site and record snow readings
- SCDD – Inspect site and operate tunnel gates

- Sly Creek Dam – manage woody debris
- LCR – Service tunnel gate operators, clear snow from roadway
- SF-16 – Inspect and repair overhead crane
- MRC – Inspect site, clean trash racks, replace batteries, create list of crossings that need repair or replacement
- MRC Station 5 – remove tree from trashrack
- MRC Station 6 – remove large debris from canal
- Project roadways – Cut and remove fallen trees
- Various sites – Install and test communication equipment
- Vehicles and Fleet – perform service and repairs

Roger Bailey asked about frequency of inspections and tunnel material type. Referred to an individual involved with the design or construction of the tunnels.

## PROJECT WORK

### 2023 In Review

The following is a list of notable projects, and their approximate costs, that were completed over the course of the 2023 fiscal year:

- Kelly Ridge Powerhouse Battery Bank Replacement - \$20k
  - Agency procured a set of replacement batteries for the DC Battery Bank at Kelly Ridge Powerhouse. The existing bank of batteries was reaching the end of its service life, and replacing the batteries as they fail can lead to the rapid failure of the newer replacement batteries, thus the need to replace them all at once. This bank of 20 batteries provides DC power to support essential powerhouse functions such as control and protection of the unit. The new batteries should have a service life of about 20 years.
- Miners Ranch Canal Bin Wall Materials - \$90k
  - We procured a stock of material called “Bin Wall”, which is a modular type of gravity retaining wall, that can be constructed specific to the applications and scenario. This material will allow us to quickly and efficiently conduct road repairs along the Miners Ranch Canal Access Road, which is exhibiting signs of distress in a few locations. This material will allow us to repair over 100ft of the road, when necessary.
- Sly Creek Powerhouse Bearing Oil and Water Flow Devices - \$40k
  - The Agency procured and installed 10 new electronic flow monitoring devices and a new digital display interface, at Sly Creek Powerhouse. These devices continuously monitor critical cooling water and lubricating oil flows, to ensure safe operation of the unit. The new electronic devices replaced the original float-style flow devices, most of which were no longer functional or able to provide reliable protection for the unit.
- Forbestown Powerhouse Acoustic Suspended Ceiling Replacement - \$12k
  - We retained a contractor to replace the suspended ceiling in the control room of Forbestown Powerhouse, and took the opportunity to install updated LED lighting in the control room, as well. The new ceiling offers much easier access to the cables, wires, and ducts located above the ceiling, provides better sound deadening for the room, and significantly improves the appearance of the inside of the powerhouse.
- Station 2, Station 8, South Fork Diversion Dam, and Slate Creek Diversion Dam – Intake Grate Access Ladder Fall Protection - \$30k

- The Power Project has 4 tunnel intake structures that require regular access by personnel, via a ladder, in order to clean and inspect the intake grates. The ladders at these locations descend anywhere from 20 to 50 feet. We hired a contractor to install a retractable life- line fall protection system in order to ensure the safety of our employees while utilizing these ladders.

The following is a list of projects that were initiated in 2023, and are currently in progress, all of which are planned to be completed in 2024:

- Forbestown Powerhouse Condition Assessment - \$365k
  - The Agency has retained a consultant to perform a thorough evaluation of the condition of our Forbestown Powerhouse and its components. The goal of this investigation is to determine the level of investment needed in order to maintain the safe and reliable operation of the unit, and to assist staff in prioritizing the improvement work to be undertaken at the powerhouse. The report from the investigation will identify components in need of immediate attention, and provide insight to the expected operational enhancements to be achieved with the improvement work.
- Miners Ranch Canal Replacement Program - \$283k
  - We have hired a consultant to perform a complete assessment of the current conditions of the Miners Ranch Canal and the adjacent hillsides, in order to help us prioritize sections of the canal for replacement and repair. Their scope of work includes an “alternatives analysis” (which will assess the most efficient way to replace the canal moving forward) and production of a complete set of design drawings that we will be able to use to replace any and all sections of the canal.
- Forbestown Headquarters Pole Barn - \$125k
  - We have procured a 30x80 steel structure, which will be used to house some of our larger equipment, such as; the crane truck, the grader, and the loader. The permit reviews for the new building are complete, and we have received all of the necessary approvals, but issuing of the permit is on hold until we can bring closure to an old unclosed permit and some unpermitted changes that were made to our office building years ago. We have been coordinating with the county to bring these open items to closure and we are striving to have the permit issued for the new building early this year. Currently we plan to break ground as early as June, and complete before the end of the summer this year.
- Sly Creek Powerhouse Governor Upgrade - \$180k
  - We have hired a contractor to design a complete digital governor retrofit system for our Sly Creek Powerhouse. This new system will give us better control of the unit, allow us to account for changes in reservoir head when operating the unit, and, most importantly, eliminate many of the problematic electromechanical components that are currently part of the governor.
- Forbestown Powerhouse Cooling Water Strainer Replacement - \$58k
  - We have purchased a new water strainer, which is a component that filters the water that is pumped through the entire powerhouse for cooling of the unit and its components. The existing strainer is original to the powerhouse and has been causing issues, especially **during high flow events when the intake water is dirty**. A self-cleaning filter system was installed years ago, and subsequently removed due to it not functioning properly. For that reason, we decided to replace the existing strainer with an identical version, that will serve us well for the next 60 years. This strainer will be installed during the upcoming outage.
- Forbestown Powerhouse and Woodleaf Powerhouse Bearing Oil Level Monitoring Devices - \$36k
  - The Agency has purchased new digital float style oil level monitoring devices for the bearing tubs at

Forbestown and Woodleaf Powerhouses. These new monitoring devices will provide more reliable readouts of oil levels, allowing us to tighten the protection limits for the unit, which could prevent damage in the event of a problem with a bearing tub. These devices will be installed during the upcoming outages.

### REGULATORY COMPLIANCE - LOOKING BACK OVER 2023

#### OWNERS DAM SAFETY PROGRAM COMPLIANCE

The Agency owns and operates nine dams under the Owners Dam Safety Program. As a Federal Energy Regulatory Commission (FERC) licensee operating the South Feather Power Project, there are eight dams under federal jurisdiction. The ninth dam is jurisdictional to the California Department of Water Resources, as are all eight associated with the Power Project. Because we have multiple dams classified as having a high hazard potential, the Agency must maintain an Owners Dam Safety Program.

#### Owners Dam Safety Plan (ODSP) Audit and Updates:

- FERC requires an independent external audit or peer review of the ODSP every five years. The Agency worked with Schnabel Engineering to conduct the Audit and submitted the Report of Findings on November 3, 2023.
- FERC requires that the ODSP be reviewed at least once annually by the licensee's dam safety staff and discussed with senior management. Following this review, the licensee is required to submit the results of the annual review, including findings, analysis, corrective measures, and/or revisions to the Regional Engineer. The Agency is finalizing updates to the ODSP Manual to ensure compliance with guidelines, and staff will work with the contract CDSE to provide this review to the Board and Management staff.

**Ongoing O&M:** Operations and Maintenance crews are our first line of sight on the Project, and assist with ongoing inspections of appurtenant structures (spillways, gates, penstocks), and ensure continued safe project operation, as well as addressing items noted during federal and state inspections.

#### Maintenance:

- Vegetation Management on dam crest, upstream/downstream face, toe, groin
- Penstock Patrols
- Low Level Outlet Operability Maintenance
- Valve Operability Maintenance
- Reservoir Gate Operability Maintenance
- Dam Structure inspections
- Spillway crack repair
- Tunnel Inspections
- Miners Ranch Canal
- Security Upgrades (gate installation, fence installation/repairs, chain & lock replacements, signage replacements, etc)
- Road Maintenance for access (brushing, pothole repair)
- Recoating of Generator Housing at Forbestown, Woodleaf and Sly, Sly Valve Chamber
- Graffiti eradication

#### Operations:

- Standardized monthly patrols
- Routine daily inspections
- Instrumentation readings and documentation

#### Hydrography:

- Snow Surveys
- Gaging Station maintenance
- Data management
- Installation of Weather Monitoring Systems

**Emergency Action Plan (EAP):** FERC views EAPs as an integral part of the dam safety program. The Agency conducted the FERC required annual review and training component:

- Staff training
- Annual Seminar with current binder holders
- Call-down drill to test the notification flowchart associated with a Potential Failure of Little Grass Valley Dam.
- EAP Status Report to FERC
- Attended adjacent watershed EAP Functional Exercise

**Dam Safety Inspections:**

- Annual inspections with FERC engineer in August.
- Annual inspections with DSOD engineer in September.
- Staff worked with Niricson to conduct drone flights over South Fork Diversion Dam and Slate Creek Diversion Dam on April 20, 2023.
- NorthStar conducted deformation surveys in October
- Staff conducted bathymetric surveys of Lake Wyandotte Reservoir in October and December.
- Publicly available LiDAR data is being utilized for enhanced analysis of earthen dams.

**Security & Vulnerability:**

- The Agency worked with Gannett Fleming to complete the FERC required Security Assessments, Vulnerability Assessments and Site Specific Security Plan updates, Internal Rapid Response/Response Plan, a Regional Threat Assessment, a Consequence and Benefits Assessment, a Structural Vulnerability Assessment, and an estimated Population At Risk calculation. Documentation on these efforts supplied to FERC Security Branch ongoing.
- Submitted Annual Security Compliance Certification (ASCC) to FERC Security Branch December 21, 2023.

**Part 12D Ongoing Compliance:**

- Draft STID/DSSMP/DSSMR Updates ongoing throughout the year.
- Annual Dam Safety Surveillance Monitoring Report submitted to FERC October 3, 2023.
- Draft STID received from Slate in December. Review is ongoing.

**WATER RIGHTS COMPLIANCE**

**Water Rights Report:**

The State Water Resources Control Board requires all water right holders to submit an annual report of water diversion and use for water rights, permits, licenses, and Pre-1914 statements. The report for the 2023 Water Year, which covered October 1, 2022 through September 30, 2023, is due to the Division of Water Rights no later than February 1, 2024. These reports include the following:

- Use of water Information: types of beneficial uses, crop type information for irrigation use, including area irrigated
- **Monthly water diversion amounts for the following: amount directly diverted, amount diverted to storage, total volume used**
- **Water Transfer Information**
- **Measurement Device Information**
- **Reservoir Information**

Staff will submit the online reports by January 26, 2024.

**Annual Supply & Demand Assessment:** The Agency's Water Shortage Contingency Plan outlines that staff will present the Annual Assessment to the Board of Directors annually during the May Board meeting of each year. This data report includes hydrologic conditions and consumptive use in order for the Board to be fully informed as to whether or not any specific shortage response actions are necessary. The Annual Water Shortage Assessment was uploaded to the DWR Water Use Efficiency data portal in June.

**Updating Water Rights Data for California (UPWARD) Advisory Group:** The purpose of the UPWARD project is to create a modern electronic content management system that streamlines water rights online reporting to the State Water Resources Control Board (SWRCB). The UPWARD Advisory Group members will engage with experts and interested parties to help the SWRCB achieve the goals of the UPWARD project. With a unique perspective as a smaller Special District with multiple permitted water uses, Agency staff were appointed to the Advisory Group in August.

**Wyandotte Creek Groundwater Sustainability Agency:** The purpose of the Wyandotte Creek Advisory Committee (WAC) is to provide input and recommendations to the Wyandotte Creek GSA Board on groundwater sustainability plan development and implementation as further described in the WAC Charter. Surface water management is a key component of the Sustainable Groundwater Management Act, and therefore the Agency maintains an appointment to the WAC.



## GENERAL MANAGER'S REPORT

The General Manager and Operations Support Manager communicated the following:

Miners Ranch Treatment Plant (MRTP) treated water production = 85.16 million gallons.

Bangor Treatment Plant (BTP) treated water production = .355 million gallons.

Red Hawk Ranch Pump Station raw water flow = 405,006 gallons.

Busy month for after hours and weekend call outs with a total of thirteen (13). Two hydrants were damaged during the month. Communicated the primary areas of maintenance and repair during the month and spoke to the number of 811 locate tickets for the year. Water shut offs due to non-payment were communicated and that the number of delinquent accounts nearly doubled during the holiday season.

Crews replaced a large section of aged pipe with new 24" material on the Oro Lateral. A raw water conveyance leak was addressed on the Bangor Canal and general maintenance performed throughout the district. NYWD completed the replacement of the upper Forbestown ditch flume and as communicated prior, there will be no interruption to SF's upcoming irrigation season.

**PG&E Rate Increases:** South Feather received communication from PG&E Customer Relationship Manager in regards to a change in electric rates effective January 1, 2024. Pages 1-2 of the 276-page PG&E advice letter is included in this report.

### Net Rate Impact:

As a result of the change in revenue requirements, effective January 1, 2024, the system average **bundled rate increased by 18.3%** and the *Direct Access/Community Choice Aggregation (CCA)* system average rate increased by **23.8%**, which excludes the GHG Revenue Return. The rates presented for DA/CCA customers only include services provided by PG&E, meaning they do not include the generation charges that are determined by the DA or CCA provider.

**Palermo Water Consolidation Project:** The County is reviewing SF's submitted comments on the draft subrecipient agreement and are considering some additional changes. State Revolving Funding (SRF) still has some challenges and will keep the board updated on status. On hand raw materials will be evaluated for use in potential domestic expansion of Circle Drive. It is likely once funding is secured for Palermo, an external contractor would be procuring material and performing the work. South Feather's role will be dependent on the acceptance and execution of a subrecipient agreement.

**EPA, Lead and Copper Rule:** Agency staff will be initiating a master inventory template list to begin populating data content that is currently known. One of the mechanisms being evaluated is "Predictive Modeling" acceptance to identify service line material. The October 2024 due date for full inventory tracking is an un-realistic requirement for districts that serve more rural than urban developments with a long history of domestic water service. The board will be updated on status of compliance as the year progresses.

**Bartle Wells Water Rates Study:** A meeting was held on January 12<sup>th</sup> with the Bartle Wells team to provide clarification on SF's current rate structure and history of Hydro Energy contribution. Additional details were provided by staff on account types, meter sizes, and irrigation account details. Draft water rate surveys were reviewed and below is an example of Residential water bills within the region. Additional content on system capacity fees and irrigation billing was also reviewed.

Roger Bailey commented that the data presented did not align with South Feather and as a marketing expert, the district should be building a business model by including selected voter/owners in the process and not using an outside consulting firm.

## DIRECTORS' REPORTS

Director Starr: No report for the month of January.

Director Duncan: No report for the month of January.

Director Wulbern: Still frustrated about the Palermo Water Project and lack of progress. Seems like a lack of accounting on the County side and want to know where the money went on this project. Seems like we had a chunk of money for this project and it went somewhere else. Thought the comments earlier were interesting in terms of attorney fees and breaking down between

litigation and non-litigation items. Can we talk about how many feet of pipe could be installed if we were not spending it on attorney fees.

Director Hemstark: Been on the board for thirteen meetings and impressed with all the people that work here. No sure if we understand how lucky we are to have the general manager standing here. Wanted to thank the general manager for what he does for the district.

Director Grover: Hope everyone has a wonderful holiday and we are off and running in 2024. So impressed with this team and thank you.

**RECESS (3:33)**

President Wulbern offered opportunity for public comment on closed session items.

**CLOSED SESSION (convened at 3:44 p.m.)**

**Conference with Legal Counsel – Existing Litigation**

(Paragraph (1) of subdivision (d) of Government Code section 54956.9

Name of Case: North Yuba Water District v. South Feather Water & Power Agency et al., Sutter County Superior Court Case No. CVCS21-0001857

Name of Case: South Feather Water & Power Agency v. North Yuba Water District et al., Sutter County Superior Court Case No. CVCS21-0002073

**Conference with Legal Counsel (Closed Session) – EXISTING LITIGATION**, Bay Delta Proceedings including the proposed Delta Conveyance Project and amendments to the Bay-Delta Water Quality Control Plan. Government Code § 54956.9, subdivision (a) and (d)(1).

**Public Employee Employment Evaluation – General Manager (Government Code §54957(b)(1)).**

**OPEN SESSION (reconvened at 4:48 p.m.)** – President Wulbern announced that legal counsel was given direction during closed session. General Manager evaluation was conducted. Counsel Cooper communicated that the performance evaluation was done on the general manager and had complied the director's feedback in all categories and the GM either received a meets-expectations to far exceeds expectations and in sum was very positive review. Counsel shared the wage increases for agency staff recently approved by the board in most cases equaled 6.75%. Director Grover communicated that based on the board's evaluation it is recommended that the board increases the general managers base compensation by 6.75% and add a \$600 per month vehicle stipend. All five directors numinously agreed.

**ADJOURNMENT (5:00 p.m.)**

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Rath T. Moseley, Secretary

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Rick Wulbern, President







## **SOUTH FEATHER WATER & POWER AGENCY**

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**TO: Board of Directors**

**FROM: Cheri Richter, Finance Manager**

**DATE: February 22, 2024**

**RE: Approval of Checks and Warrants  
Agenda Item for 2/27/2024 Board of Directors Meeting**

January, 2024 expenditures are summarized as follows:

Checks: 65940-65966 & <u>65968</u> to <u>66121</u>	<u>\$ 411,576.92</u>
Electronic Funds Transfers: <u>240101</u> to <u>240109</u>	<u>\$ 326,797.20</u>
Payroll Expenses:	<u>\$ 507,158.51</u>
<b>TOTAL EXPENDITURES FOR January, 2024</b>	<b><u><u>\$ 1,245,532.63</u></u></b>

At January 31, 2024, the authorized available balance was \$ 364,585.77

Action to approve all expenditures:

**"I move approval of expenditures for the month of January, 2024 in the amount of \$1,245,532.63 and authorize the transfer of \$1,300,000.00 from the TCB General Fund to the TCB Accounts Payable and Payroll Fund for the payment of regular operating expenses."**

South Feather Water and Power Agency  
Checks Paid, January, 2024

Date	Check #	Vendor Name	Account	Description	Amount
1/5/2024	65940	Access Information Management	01-50-50201	December 2023 Shred Service	\$232.20
1/5/2024	65941	Advanced Document Concepts	07-60-60380	December 2023 Copier/Printer Maintenance Contracts	\$525.86
1/5/2024	65942	AT&T	07-68-68251	11/19/23-12/18/23 Equipment/Router for Circuit Billing	\$243.88
1/5/2024	65943	AT&T Long Distance	07-60-60251	11/21/23-12/2/23 Service	\$360.10
1/5/2024	65944	ConEquip Parts & Equipment	01-56-56150	4260 Rubber Track	\$2,782.06
1/5/2024	65945	Core & Main	01-54-54104	Cal-Val Restriction Fitting/Diaphragm Kit	\$981.34
1/5/2024	65946	De Air Company	01-53-53370	Replacement Mini Split	\$3,990.00
1/5/2024	65947	E&M Electric Machinery, Inc.	01-00-14403	CF-Premium- Annual Renewals Exp. 3/2/2025	\$8,820.00
1/5/2024	65948	FGL Environmental	01-53-53201	BTP Coliform-QTray 2000 Testing	\$35.00
1/5/2024	65949	Hach Co.	01-53-53260	Free Chlorine Reagent Sets, Lamp for Turbidimeters	\$3,066.23
1/5/2024	65950	InfoSend, Inc.	01-55-55114	October 2023 Cycles 1-10 Billing & Fed Ex Door Hangers	\$6,696.87
1/5/2024	65951	K-Gas, Inc.	01-56-56160	Propane	\$23.56
1/5/2024	65952	Knife River Construction	01-54-54104	Wet Patch	\$2,197.51
1/5/2024	65953	Lake Oroville Area PUD	01-53-53250	10/1/23 - 12/31/23 Sewer Service	\$156.18
1/5/2024	65954	Major, Robert	01-54-54394	Health Benefit Reimbursement	\$35.00
1/5/2024	65955	McMaster Carr Supply Co.	01-53-53260	Fittings, Butane Torch	\$766.85
1/5/2024	65956	Mendes Supply Company	01-56-56100	Can Liners	\$80.39
1/5/2024	65957	Napa Auto Parts	01-56-56150	Valve Cover Gasket Set-T104, Air/Fuel Filters, Handle	\$348.89
1/5/2024	65958	Newkirk, Kyle	07-63-63394	Health Benefit Reimbursement	\$39.00
1/5/2024	65959	Northern Safety Co., Inc.	01-52-52102	AED Battery/Pads	\$315.54
1/5/2024	65960	Office Depot, Inc.	01-50-50106	File Folders, Markers, Highlighters, Toners, Sticky Notes	\$799.49
1/5/2024	65961	Oroville Cable & Equipment Co.	01-53-53260	Battery For Bangor Tank	\$156.48
1/5/2024	65962	P G & E	01-54-54250	11/1/23-12/21/23 Service	\$6,808.91
1/5/2024	65963	Rexel USA	01-53-53260	JMS System PanelView/Protector Film	\$2,790.55
1/5/2024	65964	Tehama Tire Service, Inc.	01-56-56150	O-Ring, Service Call, Flat Repairs, 5 New Tires	\$1,642.47
1/5/2024	65965	Thatcher Company	01-53-53102	NSF Approved Chlorine Gas w/COA, Tax Charge	\$6,473.52
1/5/2024	65966	Thomas Hydraulic & Hardware	01-56-56150	Piston Seal, Back up Rings, O-Rings, Wiper, Poly Pak	\$32.39
1/10/2024	65968	A D P, Inc.	01-50-50201	Payroll Processing- Jan 2024 Billing	\$1,590.27
1/10/2024	65969	AFLAC	01-00-22915	Emp Supp. Disability/Life Ins. PR 12/1, 12/15,& 12/29	\$2,201.94
1/10/2024	65970	Empower Annuity Ins Co.	01-00-22908	PR 1-12-24 Employee 457 Contributions	\$100.00
1/10/2024	65971	Mission Square Retirement	01-00-22908	PR 1-12-24 Employee 457 Contributions	\$3,123.16
1/10/2024	65972	Nationwide Retirement	01-00-22908	PR 1-12-24 Employee 457 Contributions	\$2,184.69
1/10/2024	65973	Reliance Standard Life	01-50-50402	January 2024 Employee Life Insurance	\$923.19
1/10/2024	65974	Standard Insurance	01-50-50403	January 2024 Employee Disability Insurance	\$3,165.99
1/10/2024	65975	State of California FTB	01-00-25209	State of CA -FTB	\$805.44
1/10/2024	240101	Cal PERS	01-50-50400	January 2024 Employee/Retiree Health Insurance	\$192,881.01
1/10/2024	240102	CalPERS	01-50-50413	PR 1-12-24 PEPPRA/Classic Contributions	\$51,169.62
1/10/2024	240103	CalPERS 457 Plan	01-00-22908	PR 1-12-24 Employee 457 Contributions	\$3,977.14
1/10/2024	240104	Lincoln Financial Group	01-00-22908	PR 1-12-24 Employee 457 Contributions	\$2,226.48
1/11/2024	240105	CEATI International	07-60-60224	1 Year CEATI Membership 12/6/23-12/31/24	\$20,000.00
1/11/2024	65976	ACWA-JPIA	01-50-50400	February 2024 Employee Vision & Dental Insurance	\$10,211.58
1/11/2024	65977	ACWA-JPIA	01-50-50393	October-December 2023 Workers Compensation	\$26,469.73
1/12/2024	65978	Backflow Distributors, Inc.	01-55-55205	Relief Valve Cover Plate, Rubber Repair Kit	\$670.61

South Feather Water and Power Agency  
Checks Paid, January, 2024

Date	Check #	Vendor Name	Account	Description	Amount
1/12/2024	65979	BSK Associates	01-53-53201	UCMR5 Samples	\$610.00
1/12/2024	65980	Cawthon, Ross	07-63-63394	Health Benefits Reimbursement	\$60.00
1/12/2024	65981	InfoSend, Inc.	01-55-55114	December 2023 Cycles 1-10 Billing	\$4,254.86
1/12/2024	65982	Kinney Electric	01-53-53260	Sight glass for NIDEC 75 HP Motor	\$165.70
1/12/2024	65983	Manufacturers Edge Inc.	01-53-53260	AMT High Head Straight Centrifugal Pump, 1/2 HP	\$606.32
1/12/2024	65984	Nevers, Cory	07-66-66394	Health Benefit Reimbursement	\$60.00
1/12/2024	65985	Recology Butte Colusa Counties	01-56-56250	December 2023 Garbage Service	\$1,109.43
1/12/2024	65986	Reynolds, Josh	07-63-63394	Health Benefit Reimbursement	\$60.00
1/12/2024	65987	Richter, Cheri	01-50-50394	Health Benefit Reimbursement	\$60.00
1/12/2024	65988	Van Ness Feldman, LLP	07-60-60208	Professional Services Rendered Through 12/31/23	\$650.00
1/12/2024	65989	Vista Net, Inc.	01-00-11182/2023-C58f	Router For Radio Network, 2 VMWare Hosts	\$2,310.00
1/12/2024	65990	Accularm Security Systems	01-50-50201	January 2024 Alarm Monitoring, Notifications	\$197.00
1/12/2024	65991	AT&T	07-60-60251	12/29/23 - 1/28/24 Circuit Billing	\$643.81
1/12/2024	65992	Better Deal Exchange	01-54-54104	Misc Bolts, Nuts, Washers, Paper Rags, Fittings	\$72.12
1/12/2024	65993	Comcast	01-53-53251	January 2024 - Phone/Circuit Service	\$2,537.51
1/12/2024	65994	Mendes Supply Company	01-50-50100	Paper Towels	\$63.11
1/12/2024	65995	Napa Auto Parts	01-56-56150	Air/Fuel/Oil Filters, DEF, Door Handle, Trailer Adapter	\$714.27
1/12/2024	65996	Powerplan - OIB	01-56-56150	Gas Spring Struts, Fuel & Vent Filter Elements	\$386.49
1/12/2024	65997	Ramos Oil Co.	01-56-56160	Fuel, Diesel	\$2,351.91
1/12/2024	65998	Tec-Com	01-58-58360	Software License	\$517.79
1/12/2024	65999	Vista Net, Inc.	07-60-60251	Jan '24 Protection License, Fiber Internet	\$4,752.87
1/12/2024	66000	Backstreet Surveillance, Inc.	07-67-67370 / 2023-D67r	Camera Zoom Lens, 4 Channel Security, Wall Mount	\$1,722.00
1/12/2024	66001	CDW Government, Inc.	07-67-67370 / 2023-D67r	Tripp-Lite UPS For Security Cameras	\$247.97
1/12/2024	66002	Copy Center	07-63-63201	UPS Fees	\$83.77
1/12/2024	66003	Dewberry Engineers Inc.	07-67-67201	LiDAR Modeling Of Our 4 Earthen Filled Dams	\$2,388.00
1/12/2024	66004	Environmental Science Associates	07-67-67201	Biological Assessment For Habitat Species	\$5,500.46
1/12/2024	66005	Fastenal Company	07-67-67370 / 2023-D67r	Bolts, Wedge Anchors, Paint, Arbor	\$447.88
1/12/2024	66006	Gannett Fleming, Inc.	07-67-67201	FERC Compliant Assess/Vulnerability Security Update	\$28,027.60
1/12/2024	66007	Grainger Inc.	07-00-11150/2023-0606	Lever Chain Hoists, Jobsite Box, Binder Chains	\$2,161.88
1/12/2024	66008	Hinman & Associates Consulting	07-67-67201	2023 Services For EAP Revisions	\$2,580.00
1/12/2024	66009	Industrial Power Products	07-63-63100	Throw Line	\$37.60
1/12/2024	66010	Jimmy P Tools LLC	07-00-11150/2023-0606	#TD41SAES - US, 41/25 - PC MAC SAE Tap/Die Set	\$987.98
1/12/2024	66011	McMaster Carr Supply Co.	07-00-11150/2023-0606	Pry Bars, Pliers, Screw Starter Sets	\$247.13
1/12/2024	66012	MSC Industrial Supply Company	07-00-11150/2023-0606	Work Lights, Dial Calipers, Misc. Hand Tools	\$2,747.63
1/12/2024	66013	Oroville Cable & Equipment Co.	07-66-66171	Tank Rent For 12/2023	\$233.75
1/12/2024	66014	Ray's General Hardware	07-63-63270	Socket Adapters	\$12.54
1/12/2024	66015	RS Americas, Inc	07-68-68100	Fuses	\$137.07
1/12/2024	66016	Slate Geotechnical Consultants	07-67-67201	FERC Part 12D Consultant Svc For 12/2023	\$7,472.50
1/12/2024	66017	Talley Communications	07-64-64100	Flexible Foam Dielectrics, Shipping	\$1,050.00
1/12/2024	66018	American Textile & Supply, Inc	07-63-63100	Classic White Rags 50 LB. Bales	\$1,180.60
1/12/2024	66019	Burlington Safety Lab., Inc	07-63-63201	Pairs Of Lineman Rubber Insulated Gloves Tested	\$85.00
1/12/2024	66020	Comcast Business	07-63-63251	For CAISO Meters 1-3-24 to 2-2-24	\$205.06

South Feather Water and Power Agency  
Checks Paid, January, 2024

Date	Check #	Vendor Name	Account	Description	Amount
1/12/2024	66021	Dan's Electrical Supply	07-63-63100	Conduit, Reducing Bushings	\$300.47
1/12/2024	66022	Dish Network	07-60-60201	Satellite Service At Hq. 1-8-24 to 2-7-24	\$61.76
1/12/2024	66023	Grainger Inc.	07-66-66100	Retractable Ladders For Boom Truck	\$424.00
1/12/2024	66024	K-Gas, Inc.	07-66-66250	Propane For Office & Shops	\$3,853.97
1/12/2024	66025	McMaster Carr Supply Co.	07-63-63260	Expansion Plug For Castings	\$26.03
1/12/2024	66026	Napa Auto Parts	07-66-66150	Throttle Body, Fluid/Oil, Sensor, Driver Log Book	\$589.03
1/12/2024	66027	Oroville Cable & Equipment Co.	07-66-66100	Log Books, Cutter Discs, Arbor	\$170.41
1/12/2024	66028	Oroville Ford	07-66-66150	Air Filter	\$24.38
1/12/2024	66029	Ray's General Hardware	07-66-66370	Lumber, Ice Melt Pellets	\$82.91
1/12/2024	66030	Recology Yuba-Sutter	07-65-65250	Garbage Svc. Seasonal Stop For 1/2024	\$23.40
1/19/2024	66031	Backstreet Surveillance, Inc.	07-67-67370	CS-Pole Mount Bracket For Camera	\$144.79
1/19/2024	66032	Bank of America - Bank Card	07-66-66100	Wireless Backhaul, Straps, Welding Wire	\$2,896.60
1/19/2024	66033	CA Dept of Tax & Fee Admin.	01-53-53250	2023 4th Qt. Electrical Energy Surcharge	\$77.00
1/19/2024	66034	CDW Government, Inc.	07-67-67370	Wall Mount Racks For Cameras, Hard Drive	\$135.37
1/19/2024	66035	Consolidated Electrical Dist.	07-67-67370	Conduit	\$108.87
1/19/2024	66036	Gannett Fleming, Inc.	07-67-67201	FERC Compliant Vulnerability/Security Plan 12/2023	\$28,411.35
1/19/2024	66037	HDR Engineering, Inc.	07-67-67201	Svc. On Draft To SEIS-Biological Work 11/28-12/30/23	\$7,797.83
1/19/2024	66038	Newark Element14	07-68-68100	ISO Power Supplies Surge Protectors	\$560.88
1/19/2024	66039	Northern Safety Co., Inc.	07-62-62102	Phillips Heart Start On Sit AED Smart Pads Cartridge	\$114.44
1/19/2024	66040	Better Deal Exchange	07-63-63100	Batteries	\$44.79
1/19/2024	66041	CDW Government, Inc.	07-00-11150/2024-C68b	Computer Monitors & Cables	\$287.43
1/19/2024	66042	Consolidated Electrical Dist.	07-66-66260	Electrical Boxes, Plugs, Covers, Wire, Breakers	\$893.96
1/19/2024	66043	Fastenal Company	07-66-66100	Bolts, Washers	\$17.77
1/19/2024	66044	McMaster Carr Supply Co.	07-66-66150	Quick Release Pins, Threaded Rod	\$72.68
1/19/2024	66045	Northern Calif. Gloves	07-66-66103	Employee Rain Gear - 3 Employees	\$519.28
1/19/2024	66046	Oroville Cable & Equipment Co.	07-66-66100	Ratchet Binders	\$137.35
1/19/2024	66047	P G & E	07-66-66250	Elec. Svc. 11/28/23 to 12/26/23	\$6,450.29
1/19/2024	66048	P G & E - Sacramento	07-63-63501	Gen. Interconnection Agr. For 1/2024	\$7,010.37
1/19/2024	66049	Ray's General Hardware	07-66-66100	Bolts, Spray Cans De-Icer	\$16.59
1/19/2024	66050	U.S. Geological Survey	07-64-64501	Annual USGS Stream Gauging Prog. 10/1/23-9/30/24	\$29,420.00
1/19/2024	66051	AT&T Long Distance	01-53-53251	December 2023 Service	\$8.71
1/19/2024	66052	C.J. Brown & Company, CPA's	01-50-50216	Audit of Financial Statements - 2023	\$10,160.00
1/19/2024	66053	Copy Center	01-53-53201	December 2023 UPS Fees	\$179.89
1/19/2024	66054	FGL Environmental	01-53-53201	MRTF Coliform Testing	\$62.00
1/19/2024	66055	Inland Potable Services, Inc.	01-53-53201	MGT & ID2 Diver Inspection & Cleaning Written Report	\$5,900.00
1/19/2024	66056	Luhdorff & Scalmanini Consulting	01-54-54201	RY2022 Water Audit; Professional Services for Validation	\$892.50
1/19/2024	66057	Oroville, City of	01-00-22907	December 2023 City Utility Tax	\$2,178.58
1/19/2024	66058	U S A Blue Book	01-54-54104	Ebara SS Centrifugal Pump, 1.5 hp Replacement	\$2,774.98
1/19/2024	66059	U.S. Bank	01-53-53251	Satellite Service, Plasticware, Coffee, Toilet Paper	\$254.35
1/19/2024	66060	Vista Net, Inc.	01-00-11182/2023-C58f	2 VMWare Hosts	\$3,840.00
1/19/2024	66061	AT&T	07-68-68251	1/5/24 - 2/4/24 Firewall	\$672.10
1/19/2024	66062	AT&T Mobility	01-55-55251	1/3/24 - 2/2/24 Router/Tablet/Cell Phone Service	\$819.65
1/19/2024	66063	Bearing Belt Chain Company	01-56-56150	Bearing, Lock Collar	\$156.42



South Feather Water and Power Agency  
Checks Paid, January, 2024

Date	Check #	Vendor Name	Account	Description	Amount
1/19/2024	66064	Bobcat of Chico	01-56-56150	Bearing Assembly, Coupler - E222	\$349.10
1/19/2024	66065	BSK Associates	01-53-53201	Haloacetic Acids, THMs, Total Organic Carbon, Alkalinity	\$732.00
1/19/2024	66066	Copy Center	01-53-53201	January 2024 UPS Fee	\$160.33
1/19/2024	66067	Dan's Electrical Supply	01-53-53370	Hex Screws, Fender Washer Kit, Light Pole, Lights	\$3,059.62
1/19/2024	66068	Industrial Power Products	01-54-54295	Gaskets, O-Rings, Nozzle Holders	\$150.41
1/19/2024	66069	Jimmy P Tools LLC	01-56-56274	Impact Extensions, Friction Rings & O-Rings	\$172.09
1/19/2024	66070	Napa Auto Parts	01-56-56150	Towels, Wiper Blades, Filters, Stop/Tail/Turn Lights	\$208.04
1/19/2024	66071	Odekirk, Shane	01-52-52226	Reimburse DOT Physical	\$125.00
1/19/2024	66072	O'Reilly Auto Parts	01-56-56150	Wiper Blades - T307	\$38.08
1/19/2024	66073	Orkin Pest Control	01-54-54201	January 2024 Pest Control Services	\$345.00
1/19/2024	66074	Peterson, Shawn	01-54-54408	Water Distribution Course Reimbursement	\$234.25
1/19/2024	66075	Ramos Oil Co.	01-56-56160	Fuel	\$1,879.60
1/19/2024	66076	Total Compensation Systems, Inc.	07-60-60216	GASB 74/75 - 2023 - Full Valuation 2nd Half	\$1,710.00
1/26/2024	66077	AT&T Mobility	07-63-63251	11/19/23 - 12/1/23 Tablet/Cell Phone Service	\$200.83
1/26/2024	66078	Minasian Law	07-60-60208/01-50-50208	Dec. 2023 Professional Services	\$9,940.48
1/26/2024	66079	Verizon Wireless	01-53-53251	12/11/23 - 1/10/24 Cell Phone Service	\$135.40
1/26/2024	66080	Vista Net, Inc.	01-58-58100	Windows User Cals/License/Servers, Network Port	\$14,495.92
1/26/2024	66081	Accularm Security Systems	01-50-50201	Service Call 1/3/24 To Check & Fix Zone 53	\$77.50
1/26/2024	66082	AT&T	01-53-53251	1/14/24 - 2/13/24 MRTP Internet Connection	\$117.70
1/26/2024	66083	AT&T	01-53-53251	1/10/24 - 2/9/24 Local Calls Service	\$4,759.53
1/26/2024	66084	Better Deal Exchange	01-54-54104	O-Rings, Gate Valve, Rake, Seal Tape	\$110.92
1/26/2024	66085	Bobcat of Chico	01-56-56150	Fuel Analysis Kits, Filters, Coolant Cap	\$591.32
1/26/2024	66086	Capital One	01-56-56100	Phone Case/Screen Protector, Towels, Cleaning Supplies	\$248.71
1/26/2024	66087	Consolidated Electrical Dist.	01-56-56370	Silicone, Photocell/Light Sensor	\$72.74
1/26/2024	66088	Core & Main	01-54-54104	Hydrant, Coupling, ADPT 110, Bushings	\$10,808.31
1/26/2024	66089	Grainger Inc.	07-62-62102	Gas Detector Sensor; Altair 5x 0-30% vol. Measurement	\$502.81
1/26/2024	66090	McMaster Carr Supply Co.	01-54-54104	3 Pressure Gauges, Sleeves, Nuts, Gauges	\$593.83
1/26/2024	66091	Northern Safety Co., Inc.	07-62-62102	Laerdal CPR Pocket Masks with Case	\$308.30
1/26/2024	66092	Office Depot, Inc.	01-50-50106	Envelopes, Binders, Pens, Monthly Dividers, Index Tabs	\$307.82
1/26/2024	66093	Oroville Ford	01-53-53150	Hellwig Overloads, Spring, Sway Bar Kit	\$1,837.21
1/26/2024	66094	RA Automotive Software Sol.	01-56-56274	Cost Share (45%) of Annual Software	\$504.00
1/26/2024	66095	Streamline	07-68-68201 / 01-58-58201	Website Migration Service Fees (50/50 share cost)	\$1,500.00
1/26/2024	66096	American Power Systems, LLC	07-68-68201	PGE SMIX48 System, Removal/Install/Testing-Sunset Hill	\$11,285.31
1/26/2024	66097	AT&T	07-66-66251	Local Calls 1/10/24 to 2/9/24	\$2,354.43
1/26/2024	66098	AT&T	07-60-60251	For Circuits 1/10/24 to 2/9/24	\$323.84
1/26/2024	66099	AT&T	07-60-60251	For KPH Fiber Optic Connection For 1/2024	\$1,065.31
1/26/2024	66100	Capital One	07-63-63100	Paper Towels, Plasticware, Cleaning Supplies, Kleenex	\$323.14
1/26/2024	66101	CDW Government, Inc.	07-68-68100	Large Screen Monitor	\$1,040.95
1/26/2024	66102	Consolidated Electrical Dist.	07-63-63260	Wire, Electrical Tape	\$835.69
1/26/2024	66103	Dan's Electrical Supply	07-66-66260	Connectors	\$28.15
1/26/2024	66104	Doyle, Hunter	07-63-63103	Employee FR Jeans	\$385.94
1/26/2024	66105	K-Gas, Inc.	07-66-66250	Propane Forbestown Shops/Office	\$2,289.23
1/26/2024	66106	McMaster Carr Supply Co.	07-63-63260	Fuses, Rivets, Felt, Arbors, Pads, Dye, Paint	\$1,504.19

South Feather Water and Power Agency  
Checks Paid, January, 2024

Date	Check #	Vendor Name	Account	Description	Amount
1/26/2024	66107	MSC Industrial Supply Company	07-66-66100	Cut Off/Grinding Wheels, Flap Discs	\$638.79
1/26/2024	66108	Northern Calif. Gloves	07-63-63103	Employee Rain Jacket	\$81.22
1/26/2024	66109	Ramos Oil Co.	07-66-66160	Gas & Diesel	\$6,102.80
1/26/2024	66110	RS Americas, Inc	07-00-11140/2023-C63q	Oil Level Device Upgrades, Ducts, Covers	\$4,127.72
1/26/2024	66111	Shelton's Janitorial	07-66-66201	Strip, Wax & Buff Floors, Shampoo Carpets At Power Dv	\$643.00
1/26/2024	66112	Talley Communications	07-00-11140/2024-C68d	Wave Inverters, Coax Protectors, Hardware	\$5,707.96
1/26/2024	66113	Tucker Sno-Cat Corporation	07-66-66150	Master Cylinder, Brake Pads, Shipping	\$323.68
1/26/2024	66114	Zoro Tools, Inc	07-63-63100	Ultra Black RTV Cartridges	\$216.53
1/29/2024	240106	CA Dept of Tax & Fee Admin	07-00-11150/2023-C66k	Shelf, Bronze, Organizer Bins, Cameras, Booms	\$303.00
1/30/2024	240107	CalPERS	01-50-50413	PR 1/26/24 Classic/PEPRA Employee/ER Contributions	\$50,924.80
1/30/2024	240108	CalPERS 457 Plan	01-00-22908	PR 1-26-24 Employee 457 Contributions	\$3,972.16
1/30/2024	240109	Lincoln Financial Group	01-00-22908	PR 1-26-24 Employee 457 Contributions	\$1,342.99
1/30/2024	66115	Empower Annuity Ins	01-00-22908	PR 1-26-24 Employee 457 Contribution	\$100.00
1/30/2024	66116	IBEW #1245	01-00-25207	January 2024 Member Dues	\$6,587.18
1/30/2024	66117	Mission Square Retirement	01-00-22908	PR 1-26-24 Employee 457 Contributions	\$3,491.24
1/30/2024	66118	Nationwide Retirement	01-00-22908	PR 1-26-24 Employee 457 Contributions	\$2,111.52
1/30/2024	66119	State of California FTB	01-00-25209	State of CA- FTB	\$805.44
1/31/2024	66120	Piazza, Ray	01-00-22200	Refund Check 008761	\$11.02
1/31/2024	66121	Tilley, Rhonda Lutz or Wayne	01-00-22200	Refund Check 014305	\$2,756.13
				Total January, 2024 Checks	\$738,374.12

**SOUTH FEATHER WATER AND POWER AGENCY  
PAYROLL  
JANUARY, 2024**

PAYROLL STATE & FED TAXES	\$	173,840.65
PAYROLL NET		333,317.86
<b>TOTAL JANUARY, 2024</b>		<b>\$ 507,158.51</b>

**CREDIT CARD DETAIL  
JANUARY, 2024 PAYMENTS**

<u>Check #</u>	<u>Date</u>	<u>Description</u>	<u>Amount</u>
66059	1/19/2024	<b>U.S. Bank</b>	
		Cell Phone Screen Protectors	\$ 8.65
		12/14/23 - 1/13/24 Video Conferencing Service	16.71
		Binder Spine Inserts	24.05
		Paper Plates, Plasticware	33.22
		Laundry Beads, Coffee, Toilet Paper	51.72
		12/12/23 - 1/11/24 Satellite Internet Service	120.00
			\$ 254.35
66032	1/19/2024	<b>Bank of America</b>	
		Cell Phone Case - Newkirk	\$17.58
		Air Filter Housing Cover For Compressor	\$32.05
		TIG Welding Wire	\$40.65
		Solid RV Steps For New Tool Trailer	\$310.00
		Point to Point Wireless Backhaul	\$776.63
		Winch Straps, Sliding Winch Mounts & Tracks	\$1,719.69
			\$ 2,896.60



## ***SOUTH FEATHER WATER & POWER AGENCY***

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TO: Board of Directors

FROM: Rath Moseley, General Manager

DATE: February 19, 2024

RE: Palermo Water Consolidation Project  
Agenda Item for 2/27/24 Board of Directors Meeting

Overview and discussion of proposed Subrecipient Agreements between the County of Butte and South Feather Water and Power Agency for construction of water system infrastructure for dry well areas within Palermo Project Boundaries and Phase 1 of the Palermo Clean Water Consolidation Project.

**"I authorize the General Manager to execute Subrecipient Agreements between the County of Butte and South Feather Water and Power Agency for the construction of water system infrastructure to the dry well areas within the Palermo Clean Water Consolidation Project Boundaries and for the Palermo Clean Water Consolidation Project Phase 1 pending agreed upon language modifications between both parties."**

**Subrecipient Agreement Between the County of Butte and  
South Feather Water and Power Agency for the  
Palermo Clean Water Consolidation Project**

This **SUBRECIPIENT AGREEMENT** is made by and between the County of Butte, a political subdivision of the State of California (herein called the “Contractor”), and South Feather Water and Power Agency, an independent special district (herein called the “Subrecipient”), and:

**WHEREAS**, the Sierra Institute (herein called the Grantee) is a Grantee of the California Department of Water Resources (DWR), Urban and Multi-benefit Drought Relief Program.

**WHEREAS**, the Grantee, through funding from the Budget Act of 2021 (Stats. 2021, ch. 240, § 80) provided by DWR, shall assist in financing the Palermo Clean Water Consolidation Project (Project);

**WHEREAS**, the County of Butte as the Contractor signed a “Contract for Consulting Services” with the Grantee for the Palermo Clean Water Consolidation Project;

**WHEREAS**, the Contractor and Subrecipient signed a Memorandum of Understanding (MOU) on September 29, 2021 detailing roles and responsibilities of the Contractor and Subrecipient;

**WHEREAS**, in the MOU the Contractor agreed to prepare funding applications for the Project and act provide grant administration, along with other grant and Project support activities;

**WHEREAS**, in the MOU the Subrecipient agreed to partner with the Contractor as a subrecipient of grant funds to carry out the Project, along with other grant and Project support activities;

**NOW THEREFORE**, in consideration of the mutual promises of the parties contained herein and intending to be legally bound hereby, the parties hereby agree as follows:

**1. Appointment and Acceptance.** The Contractor appoints the Subrecipient to perform services for disadvantaged and tribal communities for drought relief (see

Scope of Work, attached hereto as Appendix A). Subrecipient accepts the appointment and responsibility for management of drought relief funds, subject to the terms and conditions set forth in this agreement.

**2. Term.** The term of this Agreement shall begin on the date upon which the last party to this Agreement affixes their signature and date to the Agreement and shall terminate on July 1, 2025, or when all of the Parties' obligations under this agreement are fully satisfied, whichever occurs earlier.

**3. Professional Management Standards.** The Subrecipient agrees to furnish its services, to exert reasonable efforts, and to exercise the highest degree of professional skill and competence in working with project partners to perform duties that will benefit the water management capabilities of disadvantaged communities and/or Tribes.

1. Insurance Coverage. Subrecipient represents and warrants to the Contractor that it and any of its subcontractors have all licenses, permits, qualifications, and insurance, which are legally required for Subrecipient to practice its profession. Subrecipient represents and warrants to the Contractor that Subrecipient shall, at its sole cost and expense, keep in effect or obtain such qualifications at all times during the term of this Agreement.
2. Employees. All personnel hired by the Subrecipient pursuant to this Agreement will be employees and/or agents of the Subrecipient, and not of the Contractor, and will be hired, paid, supervised, and discharged by the Subrecipient.
3. Expenses. All expenses for subcontractors hired under subcontracts to the Subrecipient shall be approved in writing by the Contractor prior to the Subrecipient committing contractually to the subcontractors. Such Subrecipient expenses shall be considered approved if Contractor reviews and approves the subcontractor agreement to the Subrecipient. No reimbursement under this section shall be allowed or reimbursed without presentation of invoices from subcontractors and/or receipts for direct expenses.

**4. Compensation for Subrecipient's Consulting Services and Contract Term.** As consideration for the services to be rendered to the Contractor by the Subrecipient under this Agreement the Contractor agrees to pay Subrecipient not

more than \$475,000 for services rendered, subject to approval by the Contractor, which shall not be unreasonably withheld. Subrecipient shall bill for services at the end of the month or quarter in which it accrues expenses. Invoices shall be due by the 15<sup>th</sup> of the month if billing monthly, or by the 15<sup>th</sup> of the last month of the quarter if billing quarterly, with required documentation (see Item 4, “Method of Payment”). The Contractor will submit billing to Grantee on an as-needed basis and not less than quarterly and pay Subrecipient within thirty (30) days of the Contractor receiving payment from Grantee. The Contractor will submit timely billing to Grantee but is not responsible for delays by DWR to the Grantee as it affects payments by the Contractor to the Subrecipient.

#### FEES AND EXPENSES:

1. Professional Services. Contractor shall reimburse Subrecipient not more than \$475,000 for professional services rendered in association with the attached Scope of Work (Appendix A).
2. Expenses. Out-of-pocket expenses for approved travel and other costs are included in the maximum agreement amount and shall be invoiced separately (see Item 4, “Method of Payment”).
3. Duties. Subrecipient will invoice Contractor for payment of professional fees and expenses for performance or coordination of activities as set forth in the attached Scope of Work (Appendix A). Subrecipient will also complete and submit progress reports to accompany all invoices
4. Method of Payment. Subrecipient must submit a copy of their invoice for costs incurred and support documentation to Contractor on a monthly basis, invoices being due on the 15<sup>th</sup> of the month. No penalties shall be incurred by Subrecipient for a late invoice; however, Subrecipient shall take any and all reasonable steps to notify Contractor before the 15<sup>th</sup> if an invoice may be late to make arrangements for payment, which shall not be unreasonably withheld. The Subrecipient shall submit a final invoice by March 31, 2025.
  - a. Invoices must contain the date of the invoice, the time period covered by the invoice, total hours billed, and the total amount due.
  - b. Invoices shall be consistent with the budget included in Appendix B of this agreement. These include approved travel expenses, Subrecipient (and/or Subrecipient) wages, and materials.

- i. The amount claimed for salaries/wages/Subrecipient fees must include a calculation formula (i.e., hours or days worked times the hourly or daily rate = the total amount claimed).
    - ii. The amount claimed for travel expenses must also include a calculation formula.
  - c. Sufficient evidence (e.g., receipts, copies of checks, time sheets) as determined by the Contractor and Grantee, per DWR grant requirements, must be provided for all costs included in the invoice.
  - d. Each invoice shall be accompanied by a brief written progress report identifying progress toward proposed objectives, any other significant accomplishments, and any unexpected challenges or cost increases.
  - e. Contractor will notify the Subrecipient, in a timely manner, when, upon review of an invoice, any portion or portions of the costs claimed are found to be ineligible or are not supported by documentation or receipts acceptable for reimbursement by DWR. Subrecipient must submit additional documentation within thirty (30) calendar days of the date of receipt of such notice. Payment will be no more frequently than monthly, in arrears, upon receipt of an invoice.
5. Submission of Reports. The Subrecipient shall submit quarterly progress reports to the Contractor. Progress reports shall include a brief description of work performed, Subrecipient activities, milestones achieved and accomplishments and challenges encountered. Quarterly progress reports must accompany an invoice (\$0 invoices are acceptable) and shall be submitted within 15 days following the end of the calendar quarter. A final report shall be submitted with the last invoice. The final report shall provide a summary description of the work performed during the contract period including: Subrecipient's activities, milestones achieved, accomplishments, and problems encountered in the performance of the work under this Agreement. Photos are welcomed.
6. Eligible Project Costs. Subrecipient shall apply State funds only to Eligible Project Costs in accordance with applicable provisions of the law. Work performed on the projects after June 11, 2022, shall be eligible for reimbursement.



Costs that are not eligible for reimbursement include, but are not limited to, the following items:

- a. Operation and maintenance costs.
- b. Purchase of equipment that is not an integral part of a project.
- c. Establishing a reserve fund.
- d. Purchase of water supply.
- e. Replacement of existing funding sources for ongoing programs.
- f. Support of existing agency requirements and mandates (e.g., punitive regulatory agency requirement).
- g. 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.
- h. Payment of principal or interest of existing indebtedness or any interest payments unless the debt is incurred after execution of this Grant Agreement, the State agrees in writing to the eligibility of the costs for reimbursement before the debt is incurred, and the purposes for which the debt is incurred are otherwise eligible costs. However, this will only be allowed as Grantee Cost Share (i.e., Funding Match).
- i. Payment of stipends
- j. Application preparation costs for other funding opportunities not consistent with IRWM.
- k. Meals not directly related to travel. See detailed limitations on eligible meals and travel costs in separate form from DWR.
- l. Acquisition of real property (land or easements).
- m. Overhead not directly related to the project.

**5. Travel.** Travel includes the reasonable and necessary costs of transportation, subsistence, and other associated costs incurred by personnel during the term of this Agreement. Travel and per diem expenses to be reimbursed under this Agreement shall be at the same rates the State provides for unrepresented employees in accordance with the provisions of Title 2, Chapter 3, of the California Code of Regulations and shall be reimbursed consistent with the rates current at the time of travel. These rates are published at: <http://www.calhr.ca.gov/employees/Pages/travel-meals.aspx>, or its successor website. No travel outside the Mountain Counties Funding Area shall be reimbursed unless prior written authorization is obtained from the Contractor and the State's Project Manager.

## **6. Default Provisions.**

1. Subrecipient receiving grant funding through this Agreement will be in default under this Agreement if any of the following occur:

- a. Willful dishonesty towards, fraud upon, or deliberate injury or attempted injury to the Subrecipient or Contractor by the project/sub-projects;
- b. By reason of Contractor's or Subrecipient's willful breach of this Agreement which has resulted in material injury to the Contractor, Subrecipient, or project/sub-projects;
- c. Failure to comply with Labor Compliance Program requirements (Paragraph 9);
- d. Failure to submit timely progress reports;
- e. Failure to routinely invoice Contractor;

2. Should an event of default occur, the Contractor shall provide a notice of default to the Consultant and shall give the Consultant at least ten (10) calendar days to cure the default from the date the notice is sent to the Consultant. If the Consultant fails to cure the default within the time prescribed by the Contractor, Contractor may do any of the following:

- a. Declare the funding to be immediately repaid, with interest, at the California general obligation bond interest rate at the time the Contractor notifies the Consultant of the default;
- b. Terminate any obligations to make future payments to the Consultant;
- c. Terminate this Agreement;
- d. Take any other action that is deemed necessary to protect its interests.

c. In the event of a written notice of termination with cause by Contractor or Subrecipient, both parties shall be released from all obligations and liabilities under this Agreement, provided that either party shall be entitled to any remedies for damage available by law.

**7. Termination on Dissolution, Bankruptcy or Lack of Funding.** If a petition or order for relief in bankruptcy is filed or issued with respect to the Subrecipient, or if the Subrecipient makes an assignment for the benefit of creditors, the Contractor may terminate this Agreement, effective as of the date of such notice.

**8. Licenses, Permits, and Insurance.** The Subrecipient or their subcontractors shall be responsible for obtaining any and all permits, licenses, and approvals

required for performing any work under this Agreement. The Subrecipient or their subcontractor will be responsible for observing and complying with any applicable federal, state, and local laws, rules, or regulations affecting any such work, specifically those including, but not limited to: environmental, procurement, and safety laws, rules, regulations, and ordinances. Subrecipient shall provide copies of permits and approvals to Contractor.

**9. Labor Compliance.** The Subrecipient agrees to be bound by all the provisions of the Labor Code regarding prevailing wages and shall monitor all contracts subject to reimbursement from this Agreement to assure that the prevailing wage provisions of the Labor Code are being met. Current Department of Industrial Relations (DIR) requirements may be found at: <http://www.dir.ca.gov/lcp.asp>. For more information, please refer to DIR's Public Works Manual at: <http://www.dir.ca.gov/dlse/PWManualCombined.pdf>.

**10. Workers' Compensation.** Subrecipient affirms that it is aware of the provisions of §3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and Subrecipient affirms that it will comply with such provisions before commencing the performance of the work under this Agreement and will make its subcontractors aware of this provision.

**11. Drug-Free Workplace Certification.** Certification of Compliance: By signing this Grant Agreement, the Subrecipient, and its subcontractors, hereby certify, under penalty of perjury under the laws of State of California, compliance with the requirements of the Drug-Free Workplace Act of 1990 (Government Code §8350 *et seq.*) and have or will provide a drug-free workplace by taking the following actions:

- 1 Publish a statement notifying employees, Subrecipients, and subcontractors that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, Subrecipients, or subcontractors for violations, as required by Government Code §8355(a)(1).
- 2 Establish a Drug-Free Awareness Program, as required by Government Code §8355(a)(2) to inform employees, Subrecipients, or subcontractors about all of the following:
  - a. The dangers of drug abuse in the workplace,
  - b. Grantee's policy of maintaining a drug-free workplace,

- c. Any available counseling, rehabilitation, and employee assistance programs, and
  - d. Penalties that may be imposed upon employees, Subrecipients, and subcontractors for drug abuse violations.
- 3 Provide, as required by Government Code §8355(a)(3), that every employee, Subrecipient, and/or subcontractors who works under this Grant Agreement:
- a. Will receive a copy of Grantee's drug-free policy statement, and
  - b. Will agree to abide by terms of Grantee's condition of employment, contract or subcontract.

**12. Nondiscrimination.** During the performance of this Agreement, Subrecipient and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), marital status, and denial of medial and family care leave or pregnancy disability leave. Subrecipient or its subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Subrecipient or its subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code §12990 (a-f) *et seq.*) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, §7285 *et seq.*). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code §12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Subrecipient or its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

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

**13. Notices.** All notices (except for financial statements) required or which may be given under this Agreement shall be in writing, and shall be deemed to be properly given when delivered in person or by mail, postage prepaid, return receipt requested, addressed as set forth below each party's name. Notices shall be

addressed to such address as shall be given by each party to the other from time to time.

Butte County Department of Water  
Resource and Conservation  
308 Nelson Ave  
Oroville, CA 95965

South Feather Water & Power Agency  
2310 Oroville Quincy Hwy  
Oroville, CA 95966

**14. Effect of Termination.** Upon termination of this Agreement, the Subrecipient shall deliver to the Contractor all records in the possession of the Subrecipient pertaining to the Subrecipient's services, together with all reports, studies or other items paid for by the Contractor and in the Subrecipient's possession and the agency hereby created shall immediately cease.

**15. Successors and Assigns.** This Agreement will inure to the benefit of and constitute a binding obligation of the parties hereto and their respective successors and assigns but a party's rights and/or obligations herein may not be assigned without the written consent of the Contractor which consent shall not be unreasonably withheld.

**16. Governing Law.** This Agreement shall be governed by the laws of California.

**17. Entire Agreement.** This Agreement constitutes the entire agreement between the Contractor and the Subrecipient; no change will be valid unless made by supplemental written agreement, executed by the Contractor and Subrecipient.

**18. Arbitration.** If at any time during the term of this Agreement any dispute, difference, or disagreement should arise upon or in respect of said Agreement, and the meaning and construction hereof, every such dispute, difference, and disagreement shall be referred to a single arbiter agreed upon by the parties, or if no single arbiter can be agreed upon, an arbiter or arbiters shall be selected in accordance with the rules of the American Arbitration Association and such dispute, difference, or disagreement shall be settled by arbitration in accordance with the then prevailing commercial rules of the American Arbitration Association, and judgment upon the award rendered by the arbiter may be entered in any court having jurisdiction thereof. All arbitration proceedings shall take place in Quincy, California, or another similar and nearby locale.

**19. Termination.**

1. *Contractor:* Performance under the Agreement may be terminated by the Contractor for convenience. In the event of such termination, the Subrecipient shall immediately stop all work hereunder and shall immediately notify any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Subrecipient shall be paid a percentage of the contract price reflecting the percentage of the work performed to the Contractor's satisfaction prior to the notice of termination, plus non-cancelable obligations incurred by the Subrecipient prior to the notice of termination that can be demonstrated to the satisfaction of the Contractor. The Contractor may also terminate this contract, or any part hereof, for cause in the event the Subrecipient fails to comply with any contract terms and conditions, or fails to provide the Contractor upon request, with adequate assurances of future performance (see Paragraph 5 - Default Provisions). If it is determined that the Contractor improperly terminated this contract for default, such termination shall be deemed a termination for convenience.
2. *Subrecipient:* Performance under the agreement may be terminated by the Subrecipient if circumstances beyond its control preclude completion of the Project in accordance with the Scope of Work (see Appendix A), the Subrecipient and/or the Contractor shall have the option to terminate the Project or in the event of non-payment of the Contractor. In the event of contract termination by the Subrecipient due to circumstances beyond its control, the Contractor shall pay all costs in accordance with the Scope of Work and that are to Contractor's satisfaction accrued by the Subrecipient as of the date of termination, including all non-cancelable obligations incurred prior to the written notice of termination.

**WITNESS** the due execution hereof as of the date set forth below.

Contractor:  
County of Butte

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

\_\_\_\_\_  
Supervisor Tod Kimmelshue  
Chair, Butte County Board of Supervisors

Subrecipient:  
South Feather Water and Power Agency

\_\_\_\_\_ Date: \_\_\_\_\_  
Designated representative name and title

DRAFT

## APPENDIX A

### *Scope of Work*

The Subrecipient agrees to complete the following tasks and additional activities as agreed upon by the Subrecipient and Contractor, in the service of fulfilling project objectives.

#### Task 1: Project Management

Manage project including compliance with grant requirements, and preparation and submission of supporting grant documents to the Contractor. Prepare invoices including relevant supporting documentation for submittal to Contractor. This task also includes administrative responsibilities associated with the project such as coordinating with partnering agencies and managing subcontractors.

#### **Deliverables:**

- Invoices and associated backup documentation as per the Agreement

#### Task 2: Reporting

Prepare progress reports detailing work completed during reporting period. Format for progress reports will be provided by Contractor, which will be in compliance with requirements of DWR/**DWR Grant Agreement Exhibit G**. Submit reports to Contractor for submittal to Grantee.

Prepare Project Completion Report and submit to Contractor for submittal to Grantee no later than 60 days after project completion for submittal to Grantee comment and review. The report shall be prepared and presented in accordance with guidance provided by Contractor (as required by DWR).

#### **Deliverables:**

- Quarterly Project Progress Reports
- Project Completion Report
- Documentation (e.g., photo) of “Acknowledgment of Credit & Signage” per Exhibit D, Standard Condition D.2 of **DWR Grant Agreement**.

#### Task 3: Project Monitoring Plan

Develop and submit a Project Monitoring Plan for submittal to Grantee for DWR’s review and approval. Project Monitoring Plan shall be prepared in compliance with **DWR Grant Agreement Exhibit L**.

#### **Deliverables:**

- Project Monitoring Plan

### **Budget Category (d): Construction/Implementation**

#### Task 4: Contract Services for Bid Documents

This task must comply with the Standard Condition D.10 – Competitive Bidding and Procurements. Activities necessary (as applicable) to secure any subcontractors, including: develop bid documents, prepare advertisement and contract documents for construction contract bidding, conduct pre-bid meeting, bid opening and evaluation, selection of the Subrecipient, award of contract, and issuance of notice to proceed.



**Deliverables:**

- Bid Documents
- Proof of Advertisement
- Award of Contract
- Notice to Proceed

**Task 5: Construction Management and Administration**

This task includes managing Subrecipient submittal review, answering requests for information, and issuing work directives. A full-time engineering construction observer will be on site for the duration of the project. Construction observer duties include documenting of pre-construction conditions, daily construction diary, preparing change orders, addressing questions of Subrecipients on site, reviewing/ updating project schedule, reviewing Subrecipient log submittals and pay requests, forecasting cash flow, notifying Subrecipient if work is not acceptable. Upon project completion, the DWR Certificate of Project Completion and record drawings will be provided to DWR.

**Deliverables:**

- DWR Certificate of Project Completion
- Record Drawings
- Photographic Documentation of Construction Progress

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## APPENDIX B BUDGET

### PROJECT 3: Palermo Clean Water Consolidation Project

Implementing Agency: Butte County Department of Water Resource and Conservation

	<b>BUDGET CATEGORY</b>	<b>Grant Amount</b>	<b>All Other Cost*</b>	<b>Total Cost</b>
(a)	Project Administration	\$0	\$150,000	\$150,000
(b)	Land Purchase / Easement	\$0	\$360,000	\$360,000
(c)	Planning / Design / Engineering / Environmental Documentation	\$0	\$0	\$0
(d)	Construction / Implementation	\$525,000	\$2,490,000	\$3,015,000
	<b>TOTAL COSTS</b>	\$525,000	\$3,000,000	\$3,525,000

**NOTES:**

Cost share will be provided by Butte County with funds from the American Rescue Plan Act (ARPA).

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APPENDIX C SCHEDULE

**PROJECT 3: Palermo Clean Water Consolidation Project**

	<b>BUDGET CATEGORY</b>	<b>Start Date</b>	<b>End Date</b>
a	Project Administration	10/01/2022	09/30/25
b	Land Purchase / Easement	N/A	N/A
c	Planning / Design / Engineering / Environmental Documentation	11/01/21	06/30/2023
d	Construction / Implementation	02/01/23	06/30/2025

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## Exhibit D

### STANDARD CONDITIONS

#### D.1. ACCOUNTING AND DEPOSIT OF FUNDING DISBURSEMENT:

- A. **Separate Accounting of Funding Disbursements:** Grantee shall account for the money disbursed pursuant to this Funding Agreement separately from all other Grantee funds. Grantee shall maintain audit and accounting procedures that are in accordance with generally accepted accounting principles and practices, consistently applied. Grantee shall keep complete and accurate records of all receipts and disbursements on expenditures of such funds. Grantee shall require its contractors or subcontractors to maintain books, records, and other documents pertinent to their work in accordance with generally accepted accounting principles and practices. Records are subject to inspection by State at any and all reasonable times.
- B. **Disposition of Money Disbursed:** All money disbursed pursuant to this Funding Agreement shall be deposited in a separate account, administered, and accounted for pursuant to the provisions of applicable law.
- C. **Remittance of Unexpended Funds:** Grantee shall remit to State any unexpended funds that were disbursed to Grantee under this Funding Agreement and were not used to pay Eligible Project Costs within a period of sixty (60) calendar days from the final disbursement from State to Grantee of funds or, within thirty (30) calendar days of the expiration of the Funding Agreement, whichever comes first.

#### D.2. ACKNOWLEDGEMENT OF CREDIT AND SIGNAGE: Grantee shall include appropriate acknowledgement of credit to the State for its support when promoting the Project or using any data and/or information developed under this Funding Agreement. Signage shall be posted in a prominent location at Project site(s) (if applicable) or at the Grantee's headquarters and shall include the Department of Water Resources color logo and the following disclosure statement: "Funding for this project has been provided in full or in part from the State Department of Water Resources." The Grantee shall also include in each of its contracts for work under this Agreement a provision that incorporates the requirements stated within this Paragraph.

#### D.3. AMENDMENT: This Funding Agreement may be amended at any time by mutual agreement of the Parties, except insofar as any proposed amendments are in any way contrary to applicable law. Requests by the Grantee for amendments must be in writing stating the amendment request and the reason for the request. Requests solely for a time extension must be submitted at least 90 days prior to the work completion date set forth in Paragraph 2. Any other request for an amendment must be submitted at least 180 days prior to the work completion date set forth in Paragraph 2. State shall have no obligation to agree to an amendment.

#### D.4. AMERICANS WITH DISABILITIES ACT: By signing this Funding Agreement, Grantee assures State that it complies with the Americans with Disabilities Act (ADA) of 1990, (42 U.S.C. § 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

#### D.5. AUDITS: State reserves the right to conduct an audit at any time between the execution of this Funding Agreement and the completion of the Project, with the costs of such audit borne by State. After completion of the Project, State may require Grantee to conduct a final audit to State's specifications, at Grantee's expense, such audit to be conducted by and a report prepared by an independent Certified Public Accountant. Failure or refusal by Grantee to comply with this provision shall be considered a breach of this Funding Agreement, and State

may elect to pursue any remedies provided in Paragraph 11 or take any other action it deems necessary to protect its interests. The Grantee agrees it shall return any audit disallowances to the State.

Pursuant to Government Code section 8546.7, the Grantee shall be subject to the examination and audit by the State for a period of three (3) years after final payment under this Funding Agreement with respect of all matters connected with this Funding Agreement, including but not limited to, the cost of administering this Funding Agreement. All records of Grantee or its contractor or subcontractors shall be preserved for this purpose for at least three (3) years after receipt of the final disbursement under this Agreement.

- D.6. **BUDGET CONTINGENCY:** If the Budget Act of the current year covered under this Funding Agreement does not appropriate sufficient funds for this program, this Funding Agreement shall be of no force and effect. This provision shall be construed as a condition precedent to the obligation of State to make any payments under this Funding Agreement. In this event, State shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Funding Agreement and Grantee shall not be obligated to perform any provisions of this Funding Agreement. Nothing in this Funding Agreement shall be construed to provide Grantee with a right of priority for payment over any other Grantee. If funding for any fiscal year after the current year covered by this Funding Agreement is reduced or deleted by the Budget Act, by Executive Order, or by order of the Department of Finance, the State shall have the option to either cancel this Funding Agreement with no liability occurring to State or offer a Funding Agreement amendment to Grantee to reflect the reduced amount.
- D.7. **CEQA:** Activities funded under this Funding Agreement, regardless of funding source, must be in compliance with the California Environmental Quality Act (CEQA). (Pub. Resources Code, § 21000 et seq.) Any work that is subject to CEQA and funded under this Agreement shall not proceed until documents that satisfy the CEQA process are received by the State's Project Manager and the State has completed its CEQA compliance. Work funded under this Agreement that is subject to a CEQA document shall not proceed until and unless approved by the Department of Water Resources. Such approval is fully discretionary and shall constitute a condition precedent to any work for which it is required. If CEQA compliance by the Grantee is not complete at the time the State signs this Agreement, once State has considered the environmental documents, it may decide to require changes, alterations, or other mitigation to the Project; or to not fund the Project. Should the State decide to not fund the Project, this Agreement shall be terminated in accordance with Paragraph 11.
- D.8. **CHILD SUPPORT COMPLIANCE ACT:** The Grantee acknowledges in accordance with Public Contract Code section 7110, that:
- A. The Grantee recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Family Code section 5200 et seq.; and
  - B. The Grantee, to the best of its knowledge, is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
- D.9. **CLAIMS DISPUTE:** Any claim that the Grantee may have regarding performance of this Agreement including, but not limited to, claims for additional compensation or extension of time, shall be submitted to the DWR Project Representative, within thirty (30) days of the Grantee's knowledge of the claim. State and Grantee shall then attempt to negotiate a

resolution of such claim and process an amendment to this Agreement to implement the terms of any such resolution.

- D.10. **COMPETITIVE BIDDING AND PROCUREMENTS:** Grantee's contracts with other entities for the acquisition of goods and services and construction of public works with funds provided by State under this Funding Agreement must be in writing and shall comply with all applicable laws and regulations regarding the securing of competitive bids and undertaking competitive negotiations. If the Grantee does not have a written policy to award contracts through a competitive bidding or sole source process, the Department of General Services' *State Contracting Manual* rules must be followed and are available at: <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/State-Contracting>.
- D.11. **COMPUTER SOFTWARE:** Grantee certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Funding Agreement for the acquisition, operation, or maintenance of computer software in violation of copyright laws.
- D.12. **CONFLICT OF INTEREST:** All participants are subject to State and Federal conflict of interest laws. Failure to comply with these laws, including business and financial disclosure provisions, will result in the application being rejected and any subsequent contract being declared void. Other legal action may also be taken. Applicable statutes include, but are not limited to, Government Code section 1090 and Public Contract Code sections 10410 and 10411, for State conflict of interest requirements.
- A. **Current State Employees:** No State officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest, and which is sponsored or funded by any State agency, unless the employment, activity, or enterprise is required as a condition of regular State employment. No State officer or employee shall contract on his or her own behalf as an independent contractor with any State agency to provide goods or services.
  - B. **Former State Employees:** For the two-year period from the date, he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency. For the twelve-month period from the date, he or she left State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving State service.
  - C. **Employees of the Grantee:** Employees of the Grantee shall comply with all applicable provisions of law pertaining to conflicts of interest, including but not limited to any applicable conflict of interest provisions of the California Political Reform Act. (Gov. Code, § 87100 et seq.)
  - D. **Employees and Consultants to the Grantee:** Individuals working on behalf of the Grantee may be required by the Department to file a Statement of Economic Interests (Fair Political Practices Commission Form 700) if it is determined that an individual is a consultant for Political Reform Act purposes.

- D.13. DELIVERY OF INFORMATION, REPORTS, AND DATA: Grantee agrees to expeditiously provide throughout the term of this Funding Agreement, such reports, data, information, and certifications as may be reasonably required by State.
- D.14. DISPOSITION OF EQUIPMENT: Grantee shall provide to State, not less than 30 calendar days prior to submission of the final invoice, an itemized inventory of equipment purchased with funds provided by State. The inventory shall include all items with a current estimated fair market value of more than \$5,000.00 per item. Within 60 calendar days of receipt of such inventory, State shall provide Grantee with a list of the items on the inventory that State will take title to. All other items shall become the property of Grantee. State shall arrange for delivery from Grantee of items that it takes title to. Cost of transportation, if any, shall be borne by State.
- D.15. DRUG-FREE WORKPLACE CERTIFICATION: Certification of Compliance: By signing this Funding Agreement, Grantee, its contractors or subcontractors hereby certify, under penalty of perjury under the laws of State of California, compliance with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code, § 8350 et seq.) and have or will provide a drug-free workplace by taking the following actions:
- A. Publish a statement notifying employees, contractors, and subcontractors that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, contractors, or subcontractors for violations, as required by the Government Code section 8355.
  - B. Establish a Drug-Free Awareness Program, as required by Government Code section 8355 to inform employees, contractors, or subcontractors about all of the following:
    - i. The dangers of drug abuse in the workplace,
    - ii. Grantee's policy of maintaining a drug-free workplace,
    - iii. Any available counseling, rehabilitation, and employee assistance programs, and
    - iv. Penalties that may be imposed upon employees, contractors, and subcontractors for drug abuse violations.
  - C. Provide, as required by Government Code section 8355, that every employee, contractor, and/or subcontractor who works under this Funding Agreement:
    - i. Will receive a copy of Grantee's drug-free policy statement, and
    - ii. Will agree to abide by terms of Grantee's condition of employment, contract, or subcontract.
- D.16. EASEMENTS: Where the Grantee acquires property in fee title or funds improvements to real property already owned in fee by the Grantee using State funds provided through this Funding Agreement, an appropriate easement or other title restriction providing for floodplain preservation and agricultural and/or wildlife habitat conservation for the subject property in perpetuity, approved by the State, shall be conveyed to a regulatory or trustee agency or conservation group acceptable to the State. The easement or other title restriction must be in the first position ahead of any recorded mortgage or lien on the property unless this requirement is waived by the State.

Where the Grantee acquires an easement under this Agreement, the Grantee agrees to monitor and enforce the terms of the easement, unless the easement is subsequently transferred to another land management or conservation organization or entity with State

permission, at which time monitoring and enforcement responsibilities will transfer to the new easement owner.

Failure to provide an easement acceptable to the State may result in termination of this Agreement.

- D.17. FINAL INSPECTIONS AND CERTIFICATION OF REGISTERED CIVIL ENGINEER: Upon completion of the Project, Grantee shall provide for a final inspection and certification by a California Registered Civil Engineer that the Project has been completed in accordance with submitted final plans and specifications and any modifications thereto and in accordance with this Funding Agreement.
- D.18. GOVERNING LAW: This Funding Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.
- D.19. GRANTEE'S RESPONSIBILITIES: Grantee and its representatives shall:
- A. Faithfully and expeditiously perform or cause to be performed all project work as described in Exhibit A (Work Plan) and in accordance with Project Exhibit B (Budget) and Exhibit C (Schedule).
  - B. Accept and agree to comply with all terms, provisions, conditions, and written commitments of this Funding Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by Grantee in the application, documents, amendments, and communications filed in support of its request for funding.
  - C. Comply with all applicable California, federal, and local laws and regulations.
  - D. Implement the Project in accordance with applicable provisions of the law.
  - E. Fulfill its obligations under the Funding Agreement and be responsible for the performance of the Project.
  - F. Obtain any and all permits, licenses, and approvals required for performing any work under this Funding Agreement, including those necessary to perform design, construction, or operation and maintenance of the Project. Grantee shall provide copies of permits and approvals to State.
  - G. Be solely responsible for design, construction, and operation, and maintenance of the Project. Review or approval of plans, specifications, bid documents, or other construction documents by State is solely for the purpose of proper administration of funds by State and shall not be deemed to relieve or restrict responsibilities of Grantee under this Agreement.
  - H. Be solely responsible for all work and for persons or entities engaged in work performed pursuant to this Agreement, including, but not limited to, contractors, subcontractors, suppliers, and providers of services. The Grantee shall be responsible for any and all disputes arising out of its contracts for work on the Project, including but not limited to payment disputes with contractors and subcontractors. The State will not mediate disputes between the Grantee and any other entity concerning responsibility for performance of work.
- D.20. INDEMNIFICATION: Grantee shall indemnify and hold and save the State, its officers, agents, and employees, free and harmless from any and all liabilities for any claims and damages (including inverse condemnation) that may arise out of the Project and this Agreement, including any breach of this Agreement. Grantee shall require its contractors or subcontractors



to name the State, its officers, agents and employees as additional insureds on their liability insurance for activities undertaken pursuant to this Agreement.

- D21. INDEPENDENT CAPACITY: Grantee, and the agents and employees of the Grantee, in the performance of the Funding Agreement, shall act in an independent capacity and not as officers, employees, or agents of the State.
- D22. INSPECTION OF BOOKS, RECORDS, AND REPORTS: During regular office hours, each of the parties hereto and their duly authorized representatives shall have the right to inspect and to make copies of any books, records, or reports of either party pertaining to this Funding Agreement or matters related hereto. Each of the parties hereto shall maintain and shall make available at all times for such inspection accurate records of all its costs, disbursements, and receipts with respect to its activities under this Funding Agreement. Failure or refusal by Grantee to comply with this provision shall be considered a breach of this Funding Agreement, and State may withhold disbursements to Grantee or take any other action it deems necessary to protect its interests.
- D23. INSPECTIONS OF PROJECT BY STATE: State shall have the right to inspect the work being performed at any and all reasonable times during the term of the Grantee. This right shall extend to any subcontracts, and Grantee shall include provisions ensuring such access in all its contracts or subcontracts entered into pursuant to its Funding Agreement with State.
- D24. LABOR CODE COMPLIANCE: The Grantee agrees to be bound by all the provisions of the Labor Code regarding prevailing wages and shall monitor all contracts subject to reimbursement from this Agreement to assure that the prevailing wage provisions of the Labor Code are being met. Current Department of Industrial Relations (DIR) requirements may be found at: <http://www.dir.ca.gov/lcp.asp>. For more information, please refer to DIR's *Public Works Manual* at: <http://www.dir.ca.gov/dlse/PWManualCombined.pdf>. The Grantee affirms that it is aware of the provisions of section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance, and the Grantee affirms that it will comply with such provisions before commencing the performance of the work under this Agreement and will make its contractors and subcontractors aware of this provision.
- D25. MODIFICATION OF OVERALL WORK PLAN: At the request of the Grantee, the State may at its sole discretion approve non-material changes to the portions of Exhibits A, B, and C that concern the budget and schedule without formally amending this Funding Agreement. Non-material changes with respect to the budget are changes that only result in reallocation of the budget and will not result in an increase in the amount of the State Funding Agreement. Non-material changes with respect to the Project schedule are changes that will not extend the term of this Funding Agreement. Requests for non-material changes to the budget and schedule must be submitted by the Grantee to the State in writing and are not effective unless and until specifically approved by the State's Program Manager in writing.
- D26. NONDISCRIMINATION: During the performance of this Funding Agreement, Grantee and its contractors or subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), marital/domestic partner status, gender identity, and denial of medical and family care leave or pregnancy disability leave. Grantee and its contractors or subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and

harassment. Grantee and its contractors or subcontractors shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code, § 12990.) and the applicable regulations promulgated thereunder (Cal. Code Regs., tit. 2, § 11000 et seq.). The applicable regulations of the Fair Employment and Housing Commission are incorporated into this Agreement by reference. Grantee and its contractors or subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

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

- D.27. OPINIONS AND DETERMINATIONS: Where the terms of this Funding Agreement provide for action to be based upon, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.
- D.28. PERFORMANCE BOND: Where contractors are used, the Grantee shall not authorize construction to begin until each contractor has furnished a performance bond in favor of the Grantee in the following amounts: faithful performance (100%) of contract value, and labor and materials (100%) of contract value. This requirement shall not apply to any contract for less than \$25,000.00. Any bond issued pursuant to this paragraph must be issued by a California-admitted surety. (Pub. Contract Code, § 7103; Code Civ. Proc., § 995.311.)
- D.29. PRIORITY HIRING CONSIDERATIONS: If this Funding Agreement includes services in excess of \$200,000, the Grantee shall give priority consideration in filling vacancies in positions funded by the Funding Agreement to qualified recipients of aid under Welfare and Institutions Code section 11200 in accordance with Public Contract Code section 10353.
- D.30. PROHIBITION AGAINST DISPOSAL OF PROJECT WITHOUT STATE PERMISSION: The Grantee shall not sell, abandon, lease, transfer, exchange, mortgage, hypothecate, or encumber in any manner whatsoever all or any portion of any real or other property necessarily connected or used in conjunction with the Project, or with Grantee's service of water, without prior permission of State. Grantee shall not take any action, including but not limited to actions relating to user fees, charges, and assessments that could adversely affect the ability of Grantee to meet its obligations under this Funding Agreement, without prior written permission of State. State may require that the proceeds from the disposition of any real or personal property be remitted to State.
- D.31. PROJECT ACCESS: The Grantee shall ensure that the State, the Governor of the State, or any authorized representatives of the foregoing, will have safe and suitable access to the Project site at all reasonable times during Project construction and thereafter for the term of this Agreement.
- D.32. REMAINING BALANCE: In the event the Grantee does not submit invoices requesting all of the funds encumbered under this Funding Agreement, any remaining funds revert to the State. The State will notify the Grantee stating that the Project file is closed, and any remaining balance will be disencumbered and unavailable for further use under this Funding Agreement.
- D.33. REMEDIES NOT EXCLUSIVE: The use by either party of any remedy specified herein for the enforcement of this Funding Agreement is not exclusive and shall not deprive the party using such remedy of, or limit the application of, any other remedy provided by law.
- D.34. RETENTION: The State shall withhold ten percent (10%) of the funds requested by the Grantee for reimbursement of Eligible Project Costs until the Project is completed and Final

Report is approved. Any retained amounts due to the Grantee will be promptly disbursed to the Grantee, without interest, upon completion of the Project.

- D.35. RIGHTS IN DATA: Grantee agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes, and other written or graphic work produced in the performance of this Funding Agreement shall be made available to the State and shall be in the public domain to the extent to which release of such materials is required under the California Public Records Act. (Gov. Code, § 6250 et seq.) Grantee may disclose, disseminate and use in whole or in part, any final form data and information received, collected, and developed under this Funding Agreement, subject to appropriate acknowledgement of credit to State for financial support. Grantee shall not utilize the materials for any profit-making venture or sell or grant rights to a third party who intends to do so. The State shall have the right to use any data described in this Paragraph for any public purpose.
- D.36. SEVERABILITY: Should any portion of this Funding Agreement be determined to be void or unenforceable, such shall be severed from the whole and the Funding Agreement shall continue as modified.
- D.37. SUSPENSION OF PAYMENTS: This Funding Agreement may be subject to suspension of payments or termination, or both if the State determines that:
- A. Grantee, its contractors, or subcontractors have made a false certification, or
  - B. Grantee, its contractors, or subcontractors violates the certification by failing to carry out the requirements noted in this Funding Agreement.
- D.38. SUCCESSORS AND ASSIGNS: This Funding Agreement and all of its provisions shall apply to and bind the successors and assigns of the parties. No assignment or transfer of this Funding Agreement or any part thereof, rights hereunder, or interest herein by the Grantee shall be valid unless and until it is approved by State and made subject to such reasonable terms and conditions as State may impose.
- D.39. TERMINATION BY GRANTEE: Subject to State approval which may be reasonably withheld, Grantee may terminate this Agreement and be relieved of contractual obligations. In doing so, Grantee must provide a reason(s) for termination. Grantee must submit all progress reports summarizing accomplishments up until termination date.
- D.40. TERMINATION FOR CAUSE: Subject to the right to cure under Paragraph 11, the State may terminate this Funding Agreement and be relieved of any payments should Grantee fail to perform the requirements of this Funding Agreement at the time and in the manner herein, provided including but not limited to reasons of default under Paragraph 11.
- D.41. TERMINATION WITHOUT CAUSE: The State may terminate this Agreement without cause on 30 days' advance written notice. The Grantee shall be reimbursed for all reasonable expenses incurred up to the date of termination.
- D.42. THIRD PARTY BENEFICIARIES: The parties to this Agreement do not intend to create rights in, or grant remedies to, any third party as a beneficiary of this Agreement, or any duty, covenant, obligation or understanding established herein.
- D.43. TIMELINESS: Time is of the essence in this Funding Agreement.
- D.44. TRAVEL: Travel includes the reasonable and necessary costs of transportation, subsistence, and other associated costs incurred by personnel during the term of this Funding Agreement. Any reimbursement for necessary travel and per diem shall be at rates not to exceed those set by the California Department of Human Resources. These rates may be found at:

<http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx>.

Reimbursement will be at the State travel and per diem amounts that are current as of the date costs are incurred. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from the State.

- D.45. UNION ORGANIZING: Grantee, by signing this Funding Agreement, hereby acknowledges the applicability of Government Code sections 16645 through 16649 to this Funding Agreement. Furthermore, Grantee, by signing this Funding Agreement, hereby certifies that:
- A. No State funds disbursed by this Funding Agreement will be used to assist, promote, or deter union organizing.
  - B. Grantee shall account for State funds disbursed for a specific expenditure by this Funding Agreement to show those funds were allocated to that expenditure.
  - C. Grantee shall, where State funds are not designated as described in (b) above, allocate, on a pro rata basis, all disbursements that support the program.
  - D. If Grantee makes expenditures to assist, promote, or deter union organizing, Grantee will maintain records sufficient to show that no State funds were used for those expenditures and that Grantee shall provide those records to the Attorney General upon request.
- D.46. VENUE: The State and the Grantee hereby agree that any action arising out of this Agreement shall be filed and maintained in the Superior Court in and for the County of Sacramento, California, or in the United States District Court in and for the Eastern District of California. The Grantee hereby waives any existing sovereign immunity for the purposes of this Agreement.
- D.47. WAIVER OF RIGHTS: None of the provisions of this Funding Agreement shall be deemed waived unless expressly waived in writing. It is the intention of the parties here to that from time to time either party may waive any of its rights under this Funding Agreement unless contrary to law. Any waiver by either party of rights arising in connection with the Funding Agreement shall not be deemed to be a waiver with respect to any other rights or matters, and such provisions shall continue in full force and effect.

## Exhibit G

### REPORT FORMATS AND REQUIREMENTS

The following reporting formats should be utilized. Please obtain State approval prior to submitting a report in an alternative format.

#### 1. PROGRESS REPORTS

Progress reports shall generally use the following format. This format may be modified as necessary to effectively communicate information.

##### PROJECT STATUS

Describe the work performed during the time period covered by the report including but not limited to:

##### PROJECT INFORMATION

- Legal matters
- Engineering Evaluations
- Environmental matters
- Status of permits, easements, rights-of-way, rights of entry, and approvals as may be required by other State, federal, and/or local agencies
- Major accomplishments during the quarter (i.e., tasks completed, milestones met, meetings held or attended, press releases, etc.)
- Issues/concerns that have, will, or could affect the schedule or budget, with a recommendation on how to correct the matter
- Describe differences between the work performed and the work outlined in the Overall Work Plan, including change orders
- Demonstrate financial ability to pay local cost share of Eligible Project Costs required to complete the Project
- Estimate the percentage completion of the overall project
- Identify key issues that need to be resolved
- Photos documenting progress

##### COST INFORMATION

- Provide a list showing all project costs incurred during the time period covered by the report by the Grantee and each contractor working on the Project and which of these costs are Eligible Project Costs
- A discussion on how the actual budget is progressing in comparison to the project budget included in the Overall Work Plan
- A list of any changes approved to the budget in accordance with Funding Agreement and a revised budget, by task, if changed from latest budget in the Overall Work Plan
- A discussion of whether there have been any changes to the Grantee's finance plan for payment of the Grantee's share of Eligible Project Costs

## SCHEDULE INFORMATION

- A schedule showing actual progress versus planned progress
- A discussion on how the actual schedule is progressing in comparison to the original or last reported schedule
- A list of any changes approved to the Schedule in accordance with Funding Agreement and a revised schedule, by task, if changed from latest reported schedule

## **2. PROJECT COMPLETION REPORT**

Project Completion Reports shall generally use the following format.

EXECUTIVE SUMMARY – Should include a brief summary of project information and include the following items:

- Brief description of work proposed to be done in the original application
- Description of actual work completed and any deviations from the work plan identified in the Funding Agreement

REPORTS AND/OR PRODUCTS – The following items should be provided

- Final Evaluation report
- Electronic copies of any data collected, not previously submitted
- As-built drawings
- Final geodetic survey information
- Self-Certification that the Project meets the stated goal of the funding agreement (e.g. 100-year level of flood protection, HMP standard, PL-84-99, etc.)
- Project photos
- Discussion of problems that occurred during the work and how those problems were resolved
- A final project schedule showing actual progress versus planned progress

COSTS AND DISPOSITION OF FUNDS – A list showing:

- The date each invoice was submitted to State
- The amount of the invoice
- The date the check was received
- The amount of the check (If a check has not been received for the final invoice, then state this in this section.)
- A summary of the payments made by the Grantee for meeting its cost sharing obligations under this Funding Agreement.
- A summary of final funds disbursement including:
  - Labor cost of personnel of agency/ major consultant /sub-consultants. Indicate personnel, hours, rates, type of profession, and reason for consultant, i.e., design, CEQA work, etc.

- Evaluation cost information, shown by material, equipment, labor costs, and any change orders
- Any other incurred cost detail
- A statement verifying separate accounting of funding disbursements
- Summary of project cost including the following items:
  - Accounting of the cost of project expenditure;
  - Include all internal and external costs not previously disclosed; and
  - A discussion of factors that positively or negatively affected the project cost and any deviation from the original project cost estimate.

ADDITIONAL INFORMATION – Any relevant additional Information should be included.

## **EXHIBIT L PROJECT MONITORING PLAN GUIDANCE**

### **Introduction**

For each project contained in Exhibit A, please include a brief description of the project (maximum ~150 words) including project location, implementation elements, need for the project (what problem will the project address) and responds to the requirements listed below.

### **Project Monitoring Plan Requirements**

The Project Monitoring Plan shall contain responses to the following questions:

- What are the anticipated project physical benefits?
- What are the corresponding numeric targets for each project benefit?
- How will proposed numeric targets be measured?
- What are baseline conditions?
- When will the targets be met (e.g., upon project completion, five years after completion)?
- How often will monitoring be undertaken (e.g., monthly, yearly).
- Where are monitoring point locations (e.g., meter located at..., at stream mile...)? Include relevant maps.
- How will the project be maintained (e.g., irrigation, pest management, weed abatement)?
- What will be the frequency and duration of maintenance proposed activities?
- Are there any special environmental considerations (e.g., resource agency requirements, permit requirements, CEQA/NEPA mitigation measures)?
- Who is responsible for collecting the samples (i.e., who is conducting monitoring and/or maintenance)?
- How, and to whom, will monitoring results be reported (e.g., paper reports, online databases, public meetings)?
- What adaptive management strategies will be employed if problems are encountered during routine monitoring or maintenance?
- What is the anticipated life of the project?



**SUBRECIPIENT AGREEMENT BETWEEN THE COUNTY OF BUTTE  
AND SOUTH FEATHER WATER AND POWER AGENCY  
FOR THE CONSTRUCTION OF WATER SYSTEM INFRASTRUCTURE TO THE DRY  
WELL AREAS WITHIN THE PALMERO CLEAN WATER CONSOLIDATION PROJECT  
BOUNDARIES**

THIS AGREEMENT entered this \_\_\_\_ day of \_\_\_\_, 2023 by and between the **County of Butte**, a political subdivision of the State of California, (herein called the "COUNTY") and **South Feather Water and Power Agency**, an independent special district, (herein called the "SUBRECIPIENT").

WHEREAS, the SUBRECIPIENT, and the COUNTY, entered into a Memorandum of Understanding ("MOU") NF0689 on September 28, 2021 for the Palermo Clean Water Consolidation Project ("PROJECT");

WHEREAS, currently the estimated costs for the Palermo Clean Water Consolidation Project are approximately twelve million four hundred and forty thousand dollars (\$12,440,000);

WHEREAS, applications for several funding sources have been submitted to different state and federal agencies for the Project and are currently in process;

WHEREAS, the COUNTY wishes to engage the SUBRECIPIENT in utilizing such funds as they become available for the completion of the Palermo Clean Water Consolidation Project;

WHEREAS, during the drought some domestic drinking water wells became dry and were unable to provide water;

WHEREAS, the COUNTY received a \$1.16 million dollar grant from the Department of Water Resources (DWR) through the Small Community Drought Relief Program that funded the COUNTY's temporary water storage tank and hauled water program providing water to 225 residents with dry wells associated with the drought disaster;

WHEREAS, approximately 10 parcels in the Palermo community experienced dry wells during the drought disaster and participated in the Butte County hauled water program;

WHEREAS, the DWR's Small Community Drought Relief Program ended October 31, 2023 due to lack of funding;

WHEREAS, these residences are at risk of not having water if dry well conditions persist in the Palermo community;

WHEREAS, at its meeting on October 12, 2021, the Butte County Board of Supervisors confirmed its desire to participate in the implementation of the Palermo Clean Water Consolidation Project and agreed to utilize American Rescue Plan Act of 2021 (ARPA) funds in the amount of \$2,635,091 ("FUNDS") to assist the SUBRECIPIENT with carrying out Phase I of the PROJECT;

WHEREAS, the COUNTY wishes to engage the SUBRECIPIENT in utilizing \$2,525,091 of the allocated ARPA funds to initiate construction and extension of the appropriate segments of the SUBRECIPIENT's water system to the dry well areas and parcels that participated in the COUNTY's water hauling program within the Palermo Clean Water Consolidation Project boundaries (hereinafter referred to as the "Dry Well Consolidation Project");

NOW, THEREFORE, it is agreed between the parties hereto that;

1. SCOPE OF SERVICE

a. Activities

The SUBRECIPIENT will be responsible for administering the construction of water system improvements to the dry well areas within the Palermo Clean Water Consolidation Project (PCWCP) boundaries. The Dry Well Consolidation Project improvements would be integrated into the overall PCWCP. The PCWCP will ultimately connect 380 parcels in the Palermo community to the South Feather Water and Power Agency's (SFWPA) existing water system. Construction of the PCWCP is contingent upon receipt of grant funds for identified phases. The PCWCP and the Dry Well Consolidation Project qualifies under State and Local Fiscal Recovery Funds (SLFRF), 31 CFR Section 35.6(e)(1)(i), making necessary investments in water infrastructure.

b. Levels of Accomplishment – Goals and Performance Measures

The SUBRECIPIENT agrees to provide the levels of program services as detailed in Exhibit A, Scope of Services.

d. Staffing

Staffing will be determined by the SUBRECIPIENT after consultation with and concurrence from the COUNTY. The COUNTY shall not unreasonably withhold its concurrence to any proposed staffing and/or subcontracting plan.

e. Performance Monitoring

The COUNTY will monitor the performance of the SUBRECIPIENT against goals and performance standards stated above. Substandard performance as determined by the COUNTY will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by the SUBRECIPIENT within ninety (90) days after being notified by the COUNTY, contract suspension or termination procedures shall be initiated.

2. TIME OF PERFORMANCE

Services of the SUBRECIPIENT shall start on the date that both parties have signed and finalized this agreement and end on 12/30/2025.

3. BUDGET

Expense	ARPA Funding
Construction of the Dry Well Segments of the Palermo Clean Water Consolidation Project,	\$2,525,091

including Fire Station 72 connection	
<b>Total</b>	\$2,525,091

Any amendments to the budget must be approved in writing by both the COUNTY and the SUBRECIPIENT.

4. PAYMENT

It is expressly agreed and understood that the total to be paid by the COUNTY under this contract shall not exceed **\$2,525,091**. Drawdowns for the payment of eligible expenses shall be made against the line-item budget specified in Paragraph 3 and in accordance with performance.

5. NOTICES

Communication and details concerning this contract shall be directed to the following contract representatives:

County

Kamie Loeser  
County of Butte  
Director of Water and Resource  
Conservation  
308 Nelson Avenue  
Oroville, CA 95965  
530-520-3590

SUBRECIPIENT

Rath Moseley  
South Feather Water and Power Authority  
General Manager  
  
2310 Oro Quincy Highway  
Oroville, CA 95966  
530-533-9700  
530-533-7240

6. GENERAL CONDITIONS

a. General Compliance

The SUBRECIPIENT agrees to comply with all applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The SUBRECIPIENT further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

b. "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The SUBRECIPIENT shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement.

The COUNTY shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the SUBRECIPIENT is an independent contractor.

c. Hold Harmless

The SUBRECIPIENT shall hold harmless, defend and indemnify the COUNTY from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the SUBRECIPIENT's performance or nonperformance of the

services or subject matter called for in this Agreement.

d. Worker's Compensation

The SUBRECIPIENT shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

e. Amendments

The COUNTY and SUBRECIPIENT may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of both organizations, and approved by the COUNTY's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the COUNTY or SUBRECIPIENT from its obligations under this Agreement.

The COUNTY may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both COUNTY and SUBRECIPIENT.

f. Suspension or Termination

Either party may terminate this contract at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least 90 days before the effective date of such termination. Partial termination of the Scope of Service in Exhibit A may only be undertaken with the prior approval of the COUNTY. In the event of any termination for convenience, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other material prepared by the SUBRECIPIENT or other related materials and information generated under this Agreement shall, at the option of the COUNTY, become the property of the COUNTY, and the SUBRECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents, materials, or assets prior to the termination. The SUBRECIPIENT shall submit a settlement proposal to COUNTY supported by appropriate cost and scheduling information within ten (10) working days from notice of termination for convenience. The COUNTY shall negotiate settlement with the SUBRECIPIENT and enter into a settlement agreement within twenty (20) working days following notice of termination.

The COUNTY may also suspend or terminate this Agreement, in whole or in part, if the SUBRECIPIENT materially fails to comply with any term of this Agreement, or with any of the rules, regulations or provisions referred to herein; and COUNTY may declare the SUBRECIPIENT ineligible for any further participation in the COUNTY's contract, in addition to other remedies as provided by law. In the event there is probable cause to believe the SUBRECIPIENT is in noncompliance with any applicable rule or regulations, the COUNTY may withhold up to fifteen (15) percent of payments until such time as the SUBRECIPIENT is found to be in compliance by the COUNTY, or is otherwise adjudicated to be in compliance.

g. Compliance with Laws

Contractor shall comply with all Federal, State and local laws, rules and regulations including, without limitation, any nondiscrimination laws, refer to Attachment II.

## 7. ADMINISTRATIVE REQUIREMENTS

### a. Financial Management

#### i. Accounting Standards

The SUBRECIPIENT agrees to comply with 2 CFR Part 200 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

### b. Documentation and Record-Keeping

#### i. ARPA, Coronavirus State and Local Fiscal Recovery Funds Reporting and Compliance (SLFRF)

The SUBRECIPIENT will comply with all required American Rescue Plan Act, Coronavirus State and Local Fiscal Recovery Funds (SLFRF) Reporting and Compliance requirements which include but are not limited to I)) provide project coversheet with expenditure summary and invoices with expenditures breakdown and all supporting documentation (i.e., receipts for purchases).. The funding for said Project qualifies under section SLFRF, 31 CFR Section 35.6(e)(1)(i), making necessary investments in water infrastructure.

1. Comply with all COUNTY policies and procedures, including quarterly reporting deadlines.
2. Comply with all other federal expenditure requirements.
3. Comply with all federal, State, and COUNTY audit requirements.

#### ii. Records to be Maintained

The SUBRECIPIENT shall maintain all records required by the SLFRF that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

1. Records providing a full description of each activity undertaken;
2. Records required to determine the eligibility of activities; and
3. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved.

#### iii. Retention

The SUBRECIPIENT shall retain all financial records, supporting documents, statistical records, and all records pertinent to this Agreement for a period of five (5) years after the termination of all activities funded under this Agreement. Notwithstanding, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five-year period, then such records must be retained until completion

of the actions and resolutions of all issues, or the expiration of the five-year period, whichever occurs later.

iv. Close-Outs

The SUBRECIPIENT's obligation to the COUNTY shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the COUNTY), and determining the custodianship of records.

v. Audits & Inspections

All SUBRECIPIENT records with respect to any matters covered by this Agreement shall be made available to the COUNTY, grantor agency, their designees or the Federal Government at any time during normal business hours, as often as the COUNTY or grantor agency deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the SUBRECIPIENT within 30 days after receipt by the SUBRECIPIENT. Failure of the SUBRECIPIENT to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The SUBRECIPIENT hereby agrees to have an annual agency audit conducted in accordance with current COUNTY policy concerning SUBRECIPIENT audits and, as applicable, OMB Circular A-133.

c. Reporting and Payment Procedures

i. Reporting Procedures

The SUBRECIPIENT shall submit quarterly Progress Reports to the COUNTY providing program progress details, including all reporting requirements as detailed in Section 7b, above.

ii. Indirect Costs

If indirect costs are charged, the SUBRECIPIENT will develop an indirect cost allocation plan for determining the appropriate SUBRECIPIENT's share of administrative costs and shall submit such plan to the COUNTY for approval, in a form specified by the COUNTY.

iii. Payment Procedures

The COUNTY will pay to the SUBRECIPIENT funds available under this Agreement based upon information submitted by the SUBRECIPIENT and consistent with any approved budget and COUNTY policy concerning payments. Payments will be made for eligible expenses actually incurred by the SUBRECIPIENT, and not to exceed actual cash requirements.

d. Procurement

- i. Competitive Bidding and Procurements: SUBRECIPIENT's contracts with other entities for the acquisition of goods and services and construction of public works with funds provided by Grantee under this agreement must be in writing and shall comply with all applicable laws and regulations regarding the securing of competitive bids and undertaking competitive negotiations. If the SUBRECIPIENT does not have a written policy to award contracts through a competitive bidding or sole source process, the Department of General Services' *State Contracting Manual* rules must be followed and are available at: <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/State-Contracting>.
  - ii. Labor Code Compliance:

The SUBRECIPIENT agrees to be bound by all the provisions of the Labor Code regarding prevailing wages and shall monitor all contracts subject to reimbursement from this Agreement to assure that the prevailing wage provisions of the Labor Code are being met. Current Department of Industrial Relations (DIR) requirements may be found at: <http://www.dir.ca.gov/lcp.asp>. For more information, please refer to DIR's *Public Works Manual* at: <https://www.dir.ca.gov/dlse/PWManualCombined.pdf>. The SUBRECIPIENT affirms that it is aware of the provisions of section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance, and the SUBRECIPIENT affirms that it will comply with such provisions before commencing the performance of the work under this Agreement and will make its contractors and subcontractors aware of this provision.
  - iii. Performance Bond: Where contractors are used, the SUBRECIPIENT shall not authorize construction to begin until each contractor has furnished a performance bond in favor of the SUBRECIPIENT in the following amounts: faithful performance (100%) of contract value, and labor and materials (100%) of contract value. This requirement shall not apply to any contract for less than \$25,000.00. Any bond issued pursuant to this paragraph must be issued by a California-admitted surety. (Pub. Contract Code, § 7103; Code Civ. Proc., § 995.311.)
- e. Regulatory Compliance Requirements

The SUBRECIPIENT shall comply with 2 CFR, Part 200 and legislation for the regulation of labor, safety and environmental protection, emergency preparedness and advisories, and any other codified criteria including but not limited to those items listed and described in Attachment II.
  - f. Assignability and Subcontracts
    - i. Assignability

The SUBRECIPIENT shall not assign or transfer any interest in this contract without the prior written consent of the COUNTY thereto; provided, however, that claims for money due or to become due to the SUBRECIPIENT from the COUNTY under this contract may be

assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the COUNTY.

ii. Subcontracts

1. Approvals

The SUBRECIPIENT shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the COUNTY prior to the execution of such agreement.

2. Monitoring

The SUBRECIPIENT will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

3. Content

The SUBRECIPIENT shall cause all of the provisions of this contract in its entirety to be included in and made part of any subcontract executed in the performance of this Agreement.

4. Insurance

SUBRECIPIENT shall include all subcontractors as insured under its policies or require all subcontractors to be insured under their own policies. If subcontractors are insured under their own policies, they shall be subject to all the requirements stated herein, including providing the COUNTY certificates of insurance and endorsements before beginning work under this contract.

g. Copyright

If this contract results in any copyrightable material or inventions, the COUNTY and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for government purposes.

8. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

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

COUNTY

SUBRECIPIENT



\_\_\_\_\_  
Tod Kimmelshue, Chair      Date  
Butte County Board of Supervisors

\_\_\_\_\_  
Date

REVIEWED FOR CONTRACT POLICY  
COMPLIANCE  
General Services Contracts Division

REVIEWED AS TO FORM  
Brad J. Stephens  
Butte County Counsel

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

ATTACHMENT i:  
SCOPE OF SERVICES

TO BE ADDED to be Construction Specific

ATTACHMENT II  
Expense contracts  
Regulatory Compliance Requirements

All County Contracting shall comply with 2 CFR, Part 200 and legislation for the regulation of labor, safety and environmental protection, and any other codified criteria including but not limited to the following as relevant to this Contract:

**1. Remedies:**

Contractor Performance and the Breach Thereof

The County may terminate this Contract and is relieved of the payment of any consideration to the Contractor should the Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. The Contractor shall be notified in a timely manner of default and provided 30 days in which to remedy the default. If at the end of the 30 days, if remedy is not made or does not satisfy the default, the County shall notify the Contractor of the breach and thereby the termination of this Contract. In the event of such termination, the County may proceed with the work in any manner deemed proper by the County. The cost to the County shall be deducted from any sum due the Contractor under this agreement and the balance, if any, shall be retained by the County.

Termination for Cause and Convenience

In the event the Contractor fails to perform in accordance with the terms of this Contract within the time specified, if any, or a reasonable time after placement of this order, the County Purchasing Agent may by written notice, cancel this Contract and may hold the Contractor liable for any damage caused the County by reason of failure to perform in accordance with these conditions.

It is agreed by the parties to this Contract that in case all the work called for under the Contract in all parts and requirements is not finished or completed within the time period as set forth in this Contract, damage will be sustained by the County of Butte, and that it is and will be difficult or impossible to ascertain and determine that actual damage which the County will sustain in the event of and by reason of such delay; and it is therefore agreed that the Contractor shall pay to the County the sum of one hundred dollars (\$100) per calendar day for each and every working days' delay in finishing the work in excess of the time period prescribed; and the Contractor agrees to pay said liquidated damages as herein provided, and in case the same is not paid, agrees that the County may deduct the amount thereof from any money due or that may become due the Contractor under this Contract or any other Contract between the County and the Contractor.

**2. Equal Employment Opportunity. As provided under 41 CFR § 60-1.4(b)**

Key Definitions

Federally Assisted Construction Contract. The regulation at 41 C.F.R. § 60-1.3 defines a "federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving

such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

Construction Work. The regulation at 41 C.F.R. § 60-1.3 defines "construction work" as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

During the performance of this Contract, the Contractor agrees as follows:

- (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action will include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and will post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

- (6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The Contractor further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The Contractor agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The Contractor further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the

administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the Contractor agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant, and refer the case to the Department of Justice for appropriate legal proceedings.

### **3. Davis-Bacon Act**

Compliance with the Davis-Bacon Act.

- a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
- b. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- c. Additionally, contractors are required to pay wages not less than once a week.

### **4. Copeland “Anti-Kickback” Act**

The Copeland “Anti-Kickback” Act (40 U.S.C. 3145) provides that the County and the Contractor shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The County must report all suspected or reported violations to the Federal awarding agency.

- (1) Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this Contract.
- (2) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these Contract clauses.

Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

### **5. Compliance with the Contract Work Hours and Safety Standards Act 40 U.S.C. 3701–3708**

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (5) of this section.

## **6. Rights to Inventions Made Under a Contract or Agreement**

If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the County or the Contractor wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the County or the Contractor must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

- (1) The regulation at 37 C.F.R. § 401.2(a) currently defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

## **7. Clean Air Act and the Federal Water Pollution Control Act**

The Contractor and the County agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

### Clean Air Act

- (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (2) The Contractor agrees to report each violation to County and understands and agrees that County will, in turn, report each violation as required to assure notification to the Cal OES, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The Contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

### Federal Water Pollution Control Act

- (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (2) The Contractor agrees to report each violation to County and understands and agrees that County will, in turn, report each violation as required to assure notification to the Cal OES, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The Contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

## **8. Energy Efficiency**

- (1) Contractor will comply with all standards and policies relating to energy efficacy which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).



## 9. Suspension and Debarment

The County does not employ vendors or contractors who are listed on the National World Wide Web Site System for Award Management (sam.gov) by Federal General Services Administration (GSA) for the purpose of disseminating information on parties that are debarred from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits, pursuant to the provisions of 31 U.S.C. 6101, note, E.O. 12549, E.O. 12689, 48 CFR 9.404, and each agency's codification of the Common Rule for Non-procurement suspension and debarment.

- (1) This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any Contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions."

## 10. Byrd Anti-Lobbying Amendment 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

APPENDIX A, 44 C.F.R. PART 18 - CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding \$100,000) the Contractor will use the following certification:

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, Contractor understands and

agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

## **11. Procurement of Recovered Materials**

In the performance of this Contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired-

- (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
- (ii) Meeting contract performance requirements; or
- (iii) At a reasonable price.

Information about this requirement is available at EPA's Comprehensive Procurement

Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program> . The list of EPA-designate items is available at <https://www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products> . "

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

## **12. Domestic Preferences for Procurements**

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.



## ***SOUTH FEATHER WATER & POWER AGENCY***

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**TO: Board of Directors**

**FROM: Cheri Richter, Finance Manager**

**DATE: February 22, 2024**

**RE: General Information (regarding matters not scheduled on the agenda)  
2/27/24 Board of Directors Meeting**

### **CalPERS Health Plans**

There are four plans available for employees to choose from in 2024, two HMO plans and two PPO plans. The 2024 cap for the monthly employer premium is \$3,108.44, an increase over the 2023 cap of \$2,905.93. Two of the plans (one HMO and one PPO) offered require an employee to pay a portion of the premium if the family size is 3 or more. This year 13 employees chose PERS Platinum PPO—employee portion \$308.66 per month, and 2 chose Anthem Blue Cross Traditional HMO—employee portion \$374.78. For the 2 plans with premiums below the cap (no employee out-of-pocket expense), 35 chose Blue Shield Access+ HMO, and 4 chose PERS Gold PPO. Thank you, Jennifer Lacey, for providing this data.

### **Pants & Boots Allowance**

The Memorandums of Understanding (MOUs) for the Water Treatment and Distribution Employees Unit (WTDEU) and the Hydropower Generation Employees Unit (HGEU) provide employees an allowance each year for work pants and boots. The allowance for 2024 is \$440.84 for three pairs of pants and one pair of boots. The employees will receive this allowance on their February 23<sup>rd</sup> paychecks.

### **Interim Audit Work**

Audit work continues, our goal is to have the requested documents and information available to the auditors by the first or second week in April.

Our 2022 Financial Transaction Report for FY 2023 was prepared by C.J. Brown & Company CPA's and submitted to the State Controller's Office.

### **Form 700**

The California Fair Political Practices Commission Form 700, Statement of Economic Interests, will be distributed to the Board members at today's meeting. A fillable version of the form is also available on the FPPC website, <http://www.fppc.ca.gov>. The due date for returning the completed forms to me is April 1, 2024. Thank you, Director Grover, for your early submission.

South Feather Water and Power Agency								
Power Division Unaudited Monthly Financial Report								
February 27, 2024 Board Meeting								
							2024	
<u>ACCOUNT</u>	<u>DESCRIPTION</u>	<u>2021</u> <u>ACTUAL</u>	<u>2022</u> <u>ACTUAL</u>	<u>2023</u> <u>ACTUAL</u>	<u>2024</u> <u>BUDGET</u>	<u>2024</u> <u>FORECAST</u>	<u>2024</u> <u>ACTUAL</u> <u>1/31/2024</u>	<u>% of</u> <u>Budget</u>
<b>REVENUE:</b>								
41150	Sale of Electricity	17,375,993	17,722,913	22,770,784	20,000,000	20,000,000	1,964,803	10%
41502	Water Sales (42305 - Svc Charge/Transfer)	5,600,000	37,500	2,341,800	2,520,000	2,520,000	2,341,800	93%
42306	Current Service Charges	54,207	16,588	18,281	19,000	19,000	0	0%
42331	Concession Income	0	0	0	0	0	0	
49250	Interest Income	(21,957)	0	0	0	0	0	
49405	Insurance Reimbursement	67,865	80,181	0	0	0	0	
49521	Power Div. FEMA	108,611	3,276	0	0	0	0	
49522	Power Div. CalOES	58,876	0	0	0	0	0	
49610	Sale of Assets			40,231	0	0	0	
49929	Miscellaneous Income	2,700	1,000	5,999	0	0	0	
	<b>TOTAL POWER DIVISION REVENUE</b>	<b>23,246,295</b>	<b>17,861,458</b>	<b>25,177,094</b>	<b>22,539,000</b>	<b>22,539,000</b>	<b>4,306,603</b>	<b>19%</b>
<b>OPERATING EXPENSES:</b>								
Administration, 7-60								
	Salaries & Benefits	855,957	778,800	763,389	1,007,606	1,007,606	67,197	7%
	Supplies	3,671	4,072	3,218	13,480	13,480	0	0%
	Services	385,413	372,359	465,226	835,838	835,838	9,591	1%
	Utilities	39,240	42,327	40,938	65,215	65,215	3,693	6%
	Training/Dues	13,012	12,669	12,944	123,424	123,424	20,000	16%
	<b>Administration, 7-60</b>	<b>1,297,318</b>	<b>1,210,225</b>	<b>1,285,715</b>	<b>2,045,562</b>	<b>2,045,562</b>	<b>100,481</b>	<b>5%</b>
Risk Management, EH&S, 7-62								
	Salaries & Benefits	84,945	87,656	103,432	113,389	113,389	8,860	8%
	Supplies	3,622	5,544	21,777	1,604	1,604	926	58%
	Services	227,986	175,846	311,458	188,155	188,155	166,589	89%
	Training/Dues	1,929	169	1,288	200	200	0	0%
	<b>Risk Management, EH&amp;S, 7-62</b>	<b>318,482</b>	<b>269,214</b>	<b>437,955</b>	<b>303,348</b>	<b>303,348</b>	<b>176,375</b>	<b>58%</b>
Power Plant Operations, 7-63								
	Salaries & Benefits	2,042,608	2,199,083	2,436,411	1,767,188	1,767,188	207,131	12%
	Supplies	56,184	98,709	145,730	165,292	165,292	4,210	3%
	Services	187,893	132,109	221,595	1,008,098	1,008,098	13,071	1%
	Utilities	49,115	47,946	94,776	109,235	109,235	1,837	2%
	Fuel, Oil, Auto		0	0	0	0	0	
	Training/Dues	458	4,884	21,787	35,978	35,978	0	0%
	<b>Power Plant Operations, 7-63</b>	<b>2,336,258</b>	<b>2,482,731</b>	<b>2,920,299</b>	<b>3,085,791</b>	<b>3,085,791</b>	<b>226,249</b>	<b>7%</b>

South Feather Water and Power Agency								
Power Division Unaudited Monthly Financial Report								
February 27, 2024 Board Meeting								
							2024	
<u>ACCOUNT</u>	<u>DESCRIPTION</u>	<u>2021</u> <u>ACTUAL</u>	<u>2022</u> <u>ACTUAL</u>	<u>2023</u> <u>ACTUAL</u>	<u>2024</u> <u>BUDGET</u>	<u>2024</u> <u>FORECAST</u>	<u>2024</u> <u>ACTUAL</u> <u>1/31/2024</u>	<u>% of</u> <u>Budget</u>
<b>OPERATING EXPENSES (Cont'd):</b>								
Water Collection, 7-64								
	Salaries & Benefits	568,672	581,547	612,736	660,575	660,575	242,038	37%
	Supplies	47,502	62,511	35,891	32,010	32,010	1,138	4%
	Services	470,214	562,750	590,221	600,688	600,688	29,420	5%
	Utilities	7,995	5,682	6,512	2,066	2,066	0	0%
	Fuel, Oil, Auto	0	296	3,277	4,972	4,972	0	0%
	Training/Dues	0	30	0	6,800	6,800	0	0%
Water Collection, 7-64		1,094,383	1,212,816	1,248,637	1,307,111	1,307,111	272,597	21%
Campgrounds, 7-65								
	Salaries & Benefits	4,385	23,189	16,733	75,843	75,843	0	0%
	Supplies	0	1,227	3,409	11,869	11,869	0	0%
	Services	2,567	9,713	9,691	55,550	55,550	0	0%
	Utilities	2,300	7,846	8,480	8,500	8,500	23	0%
	Fuel, Oil, Auto	0	0	0	0	0	0	
	Training/Dues	0	0	0	0	0	0	
Campgrounds, 7-65		9,252	41,975	38,313	151,762	151,762	23	0%
Plant & Shop, 7-66								
	Salaries & Benefits	560,831	391,794	490,833	515,633	515,633	53,010	10%
	Supplies	15,535	44,413	25,626	44,136	44,136	4,837	11%
	Services	25,410	20,949	13,291	93,400	93,400	935	1%
	Utilities	85,188	80,128	102,177	110,894	110,894	13,429	12%
	Fuel, Oil, Auto	116,402	116,712	141,384	159,286	159,286	7,107	4%
	Training/Dues	0	4,785	1,995	3,000	3,000	0	0%
Plant & Shop, 7-66		803,366	658,781	775,306	926,349	926,349	79,318	9%
Regulatory Compliance, 7-67								
	Salaries & Benefits	142,965	179,336	203,185	268,926	268,926	16,864	6%
	Supplies	3,061	872	33,286	42,350	42,350	3,708	9%
	Services	128,235	388,136	519,042	2,382,810	2,382,810	75,561	3%
	Utilities	0	685	606	750	750	51	7%
	Training/Dues	99	1,980	3,971	2,470	2,470	0	0%
Regulatory Compliance, 7-67		274,360	571,007	760,089	2,697,306	2,697,306	96,185	4%

South Feather Water and Power Agency								
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Communications & IT, 7-68								
	Salaries & Benefits	313,836	180,292	220,461	202,866	202,866	19,824	10%
	Supplies	35,838	40,934	40,603	85,768	85,768	12,496	15%
	Services	31,656	65,007	79,147	111,750	111,750	12,558	11%
	Utilities	3,455	10,911	13,619	21,000	21,000	1,135	5%
	Fuel, Oil, Auto	0	0	0	0	0	0	0%
	Training/Dues	2,292	3,573	1,017	19,500	19,500	0	0%
Communications & IT, 7-68		387,076	300,717	354,847	440,884	440,884	46,013	10%
<b>TOTAL OPERATING EXPENSES</b>		6,520,496	6,747,468	7,821,161	10,958,114	10,958,114	997,240	9%
<b>SUB-TOTAL, REVENUES OVER OPERATING EXPENSES</b>		16,725,799	11,113,991	17,355,933	11,580,886	11,580,886	3,309,363	29%
Other Non-Operating Expenses:								
	North Yuba Water District	(709,000)	(709,000)	(531,750)	(709,000)	(709,000)	0	0%
	2019 Intall Purch Agmt Principal	(1,547,584)	(4,304,278)					
	Interest Expense	(254,956)	(99,804)					
	Pension Expense							
<b>CAPITAL OUTLAY:</b>								
2024-60d	Equipment - Complete Rope Access Gear (3 employees)				9,000	9,000		0%
2024-60e	Equipment - Enterprise Content Management Software				10,000	10,000		0%
2024-60f	Equipment - HQ Work Station Office Chairs QTY (10) w/ Ergonomic Assessment				10,000	10,000		0%
2023-C63i	KPH Sump Pump and motor				14,000	14,000		0%
2024-63a	Equipment - Bitronics Relay				7,000	7,000		0%
2024-63b	Equipment - FPH Aluminum Nitrogen Cylinders Retrofit				3,500	3,500		0%
2023-C63g	Equipment - FPH Oil Level Device Upgrade				18,000	18,000		0%
2024-63d	Equipment - FPH Rack Mounted Battery Tester				8,800	8,800		0%
2024-63f	Equipment - KPH Aluminum Nitrogen Cylinders Retrofit				3,500	3,500		0%
2024-63h	Equipment - KPH Station Service Breaker Upgrade				250,000	250,000		0%
2024-63i	Equipment - Lamicoid Machine and Materials				10,000	10,000		0%
2024-63j	Equipment - National Instruments Data Acquisition Equipment (DAQ) Modules				20,000	20,000		0%
2024-63k	Equipment - WPH Aluminum Nitrogen Cylinders Retrofit				3,500	3,500		0%
2023-C63h	Equipment - WPH Oil Level Device Upgrade				18,000	18,000		0%
2024-63n	Equipment - WPH Rack Mounted Battery Tester				8,800	8,800		0%

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<b>CAPITAL OUTLAY (Cont'd):</b>								
2024-63z	Outside Services - WPH Control Room AC Replacement				15,000	15,000		0%
2024-63bb	Outside Services - WPH Rock Slope Mitigation				300,000	300,000		0%
2024-64b	Equipment - Bubbler QTY (1) to Replace South Fork Diversion Bubbler Level Measure				7,500	7,500		0%
2024-64c	Equipment - Catastrophic failure replacements				10,000	10,000		0%
2024-64d	Equipment - Gaging stations (2) QTY on lower Fbs Ditch between Marquez and Bangor reservoir				10,000	10,000		0%
2024-64h	Equipment - Solar battery replacement program (Every 3 years or failure)				5,000	5,000		0%
2024-64j	Equipment - Water Quality Meters QTY (2) for New Aquatics Monitoring Plan, Part 2.2.5.2.				30,000	30,000		0%
2024-64l	Materials - MRC Critter and Personnel Crossing Fabrication				15,000	15,000		0%
2024-64m	Materials - SF17 trail rehab				15,000	15,000		0%
2024-64n	Materials - Shotcrete Bangor Canal at SF 25				15,000	15,000		0%
2024-64o	Materials - Walkways in LGV valve chamber for O&M service				3,000	3,000		0%
2024-64p	Outside Services - LCD pave North/South bridge deck approaches				40,000	40,000		0%
2024-64q	Outside Services - MRC Vertical Wall Design Replacement Program (multi-year planning)				230,000	230,000		0%
2024-64r	Outside Services - MRC Vertical Wall Replacement Program (multi-year planning)				1,000,000	1,000,000		0%
2024-64s	Outside Services - Sly Obermeyer Gate inclinometer replacement and tuning- site visit and programmi				5,000	5,000		0%
2024-66a	Equipment - Backhoe Existing Unit will Tier Out				189,602	189,602		0%
2024-66d	Equipment - PDHQ 41KW Propane Generator with 200 amp XFER Switch				60,000	60,000		0%
2023-0610	Equipment - Pole Barn for Vehicles - Lower Yard				60,000	60,000		0%
2024-66e	Equipment - Skid Steer Compact Attachments				30,000	30,000		0%
2024-66f	Equipment - Small Utility Trailer				2,500	2,500		0%
2023-C66k	Equipment - Toolbox and tooling. Jobox to Fly In/Out of Powerhouses				2,500	2,500		0%
2024-66g	Equipment - Vandal Covers for Excavator				5,000	5,000		0%
2024-66h	Equipment - Welding Shop 3-Ph Propane Generator				50,000	50,000		0%
2024-66i	Equipment - Winches and bumpers (Ops and O&M vehicles)				20,000	20,000		0%
2024-66j	Equipment - Yamaha 6300 Watt Generator (to power new welder/larger items in the field)				6,000	6,000		0%
2024-66k	Equipment Rental - Rock Crusher- 1 month for SF14 road base production, to be used throughout Proj				150,000	150,000		0%
2024-66m	Materials - Sly Creek Road Roadbase Material, Asphalt				50,000	50,000		0%
2024-66o	Vehicle - 3/4 Ton Crew Cab- Howerton (F150 to inspections, C6 to carpool to surplus Dodge Durango)				75,000	75,000		0%
2024-66p	Vehicle - Operator Pickup Truck				55,000	55,000		0%
2024-66q	Vehicle - Polaris 4-seat side by side w/ uiltlity bed and deep snow tracks				65,000	65,000		0%
2024-66r	Vehicle - Small F450 w/ dump bed				110,000	110,000		0%



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February 27, 2024 Board Meeting								
							2024	
<u>ACCOUNT</u>	<u>DESCRIPTION</u>	<u>2021</u> <u>ACTUAL</u>	<u>2022</u> <u>ACTUAL</u>	<u>2023</u> <u>ACTUAL</u>	<u>2024</u> <u>BUDGET</u>	<u>2024</u> <u>FORECAST</u>	<u>2024</u> <u>ACTUAL</u> <u>1/31/2024</u>	<u>% of</u> <u>Budget</u>
<b>CAPITAL OUTLAY (Cont'd):</b>								
2024-67b	Equipment - DJI Mavic 3 Drone				4,600	4,600		0%
2024-67c	Equipment - MRD Piezometer Measuring Device Pressure Transducers QTY (2)				10,000	10,000		0%
2024-67d	Equipment - SCD Piezometer Measuring Device Pressure Transducers QTY (3)				15,000	15,000		0%
2024-67i	Outside Services - LCD-MLO seepage collection system				30,000	30,000		0%
2024-67n	Outside Services - Lewis Ridge Rd Rehabilitation (required USFS lessee)				175,000	175,000		0%
2024-67r	Outside Services - LGVD- temp pump system maintain MIF during recoat 36" HB actuator temporary				110,000	110,000		0%
2024-67s	Outside Services - LGVD-36" HB actuator and valve chamber recoat				124,912	124,912		0%
2024-67w	Outside Services - SCD crest centerline slurry				15,000	15,000		0%
2024-67z	Outside Services - SCDD-d/s left apron repair (bypass fish water)				110,000	110,000		0%
2024-67ee	Outside Services - SFDD and Slate Creek DD Dam Crest Fall Protection				200,000	200,000		0%
2024-67nn	Security and Vulnerability physical asset upgrades (fencing, cameras, TBD, etc)				150,000	150,000		0%
2024-67oo	Software - DroneDeploy software (conduct internal topo surveys of earthen dams)				7,200	7,200		0%
2024-68a	Equipment - FPH MW Bandwidth Upgrade				15,000	15,000		0%
2024-C68b	Equipment - HQ - Computer Foreman office desktop				2,000	2,000	287	14%
2024-68c	Equipment - HQ dehydrator- end of life				6,500	6,500		0%
2024-C68d	Equipment - KPH - 48VDC to 120 VAC Inverters Comms Power Hardening/redundancy QTY (2)				15,000	15,000	3,319	22%
2024-68e	Equipment - KPH B/U Comms Yamaha 2200				1,500	1,500		0%
2024-68f	Equipment - MRC7 stage meter located at STA 8				4,000	4,000		0%
2024-68g	Equipment - PH RTU Gateway G500 Spare unit				15,000	15,000		0%
2024-68i	Equipment - SCADA Pac RTUs - end of life of exist QTY (4)				15,000	15,000		0%
2024-68k	Equipment - SPH MW Bandwidth Upgrade				15,000	15,000		0%
2024-68m	Equipment - UPS refresh				6,000	6,000		0%
2024-68n	Equipment - WPH - Computer Admin				2,000	2,000		0%
2024-68p	Outside Services - PH Commission RTUs				40,000	40,000		0%
2024-68t	Software - SCADA Historian Upgrade- OSI Integration				15,000	15,000		0%
2024-68u	Software - CAD				2,500	2,500		0%
2024-68x	Software - CMMS (Computer Maint Mgmt S/W)				50,000	50,000		0%

South Feather Water and Power Agency								
Power Division Unaudited Monthly Financial Report								
February 27, 2024 Board Meeting								
						2024		
<u>ACCOUNT</u>	<u>DESCRIPTION</u>	<u>2021</u> <u>ACTUAL</u>	<u>2022</u> <u>ACTUAL</u>	<u>2023</u> <u>ACTUAL</u>	<u>2024</u> <u>BUDGET</u>	<u>2024</u> <u>FORECAST</u>	<u>2024</u> <u>ACTUAL</u> <u>1/31/2024</u>	<u>% of</u> <u>Budget</u>
<b>CAPITAL OUTLAY (Cont'd):</b>								
2024-68a-IT	Hydrologist Printer				1,000	1,000		0%
2024-68c-IT	Replacement PCs				10,000	10,000		0%
2024-68e-IT	Replace Routing Equipment				8,000	8,000		0%
2024-68f-IT	Replacement: Finance Software				75,000	75,000		0%
2024-68g-IT	Phone Communications Upgrade				5,500	5,500		0%
2024-68h-IT	Asset Management Software				80,000	80,000		0%
2024-68k-IT	Security System Upgrades				10,000	10,000		0%
2024-68l-IT	Binding Equipment - \$5,000 - 1/2 to GF				2,500	2,500		0%
	<b>TOTAL CAPITAL OUTLAY</b>	(548,107)	(1,186,971)	(1,247,636)	(4,373,414)	(4,373,414)	3,607	0%
<b>Transfers In:</b>								
	Retiree Benefit Trust	0	0		0	0	0	
<b>Transfers Out:</b>								
	General Fund-Minimum Payment	(709,000)	(709,000)	(531,750)	(709,000)	(709,000)	0	0%
	General Fund-Overhead	(613,367)	(367,675)	(561,725)	(400,000)	(400,000)	0	0%
	Retiree Benefit Trust	0	0	0	0	0	0	
<b>Net Non-Operating, Capital Outlay and Transfers</b>		(4,382,014)	(7,376,728)	(2,872,861)	#REF!	#REF!	#REF!	#REF!
<b>NET REVENUE OVER EXPENSES</b>		12,343,785	3,737,263	14,483,072	#REF!	#REF!	#REF!	#REF!
	NYWD-Additional Payment				(2,850,000)	(2,850,000)	0	0%
	General Fund-Additional Payment				(2,850,000)	(2,850,000)	0	0%

South Feather Water and Power Agency								
Water Division Unaudited Monthly Financial Report								
February 27, 2024 Board Meeting								
							2024	
<u>ACCOUNT</u>	<u>DESCRIPTION</u>	2021	2022	2023	2024	2024	2024	% of
		<u>ACTUAL</u>	<u>ACTUAL</u>	<u>ACTUAL</u>	<u>BUDGET</u>	<u>FORECAST</u>	<u>1/31/2024</u>	<u>BUDGET</u>
<b>REVENUE:</b>								
Water Sales Revenue								
41100	Domestic Water	2,607,133	2,383,082	2,467,494	2,600,000	2,600,000	177,320	7%
41400	Irrigation Water	282,060	285,814	265,333	275,000	275,000	12,046	4%
41420	Water Sales, NYWD to Yuba City	199,215	207,653	217,778	200,000	200,000	0	0%
	Sub-Total Water Sales Rev	3,088,408	2,876,548	2,950,604	3,075,000	3,075,000	189,366	6%
Power Revenue								
41305	Sly Cr Pwr Generation	1,816,122	1,961,433	2,519,036	2,600,000	2,600,000	189,659	7%
41306	Surplus Wtr	156,026	0	114,081	50,000	50,000		0%
	Sub-Total Power Rev	1,972,148	1,961,433	2,633,116	2,650,000	2,650,000	189,659	7%
Water Service Charges								
42301	Sundry Billing (Job Orders)	265,038	175,579	62,863	100,000	100,000	10,154	10%
42321	Annexation Fees	26,239	37,761	13,692	38,000	38,000	0	0%
42341	System Capacity Charges	61,082	148,319	61,082	125,000	125,000	17,452	14%
42347	Other Water Serv Charges	54,799	43,019	119,849	100,000	100,000	13,337	13%
	Sub-Total Water Serv Chgs	407,158	404,678	257,485	363,000	363,000	40,943	11%
Non-Operating Revenue								
49250	Interest Earnings	1,070	245,423	1,466,891	400,000	400,000	108,503	27%
49311	Property Taxes	718,188	781,134	846,097	805,000	805,000	17,798	2%
49405	ACWA/JPIA RPA	40,381	45,377	0	25,000	25,000	0	0%
49610	Sale of Assets			22,922	0	0	0	
49625	Back Flow Installation	5,385	5,480	17,352	15,000	15,000	2,340	16%
49630	Back Flow Inspection	130,550	137,586	141,126	145,000	145,000	11,885	8%
49932	North Yuba Water Dist.			119,705	0	0	0	
	Palermo Clean Water	0	0	0	38,000	38,000	0	0%
49929	Other Non-Oper Rev	2,672	255	2,612	1,000	1,000	518	52%
	Sub-Total Non-Oper Rev	898,246	1,215,255	2,616,705	1,429,000	1,429,000	141,043	10%
	<b>TOTAL WATER DIVISION REVENUE</b>	<b>6,365,960</b>	<b>6,457,913</b>	<b>8,457,911</b>	<b>7,517,000</b>	<b>7,517,000</b>	<b>561,011</b>	<b>7%</b>

South Feather Water and Power Agency								
Water Division Unaudited Monthly Financial Report								
February 27, 2024 Board Meeting								
							2024	
		2021	2022	2023	2024	2024	ACTUAL	% of
<u>ACCOUNT</u>	<u>DESCRIPTION</u>	<u>ACTUAL</u>	<u>ACTUAL</u>	<u>ACTUAL</u>	<u>BUDGET</u>	<u>FORECAST</u>	<u>1/31/2024</u>	<u>BUDGET</u>
<b>OPERATING EXPENSES:</b>								
Administration, 1-50								
	Salaries & Benefits	423,633	701,214	563,868	609,277	609,277	37,404	6%
	Supplies	10,424	9,298	8,053	14,500	14,500	1,213	8%
	Services	129,570	93,099	151,144	106,850	106,850	15,487	14%
	Utilities	58,245	59,972	55,415	72,000	72,000	5,600	8%
	Training/Dues	19,927	23,713	28,831	28,120	28,120	0	0%
Administration, 1-50		641,800	887,297	807,311	830,747	830,747	59,703	7%
Water Source, 1-51								
	Source of Supply	14,888	16,536	17,189	17,000	17,000	0	0%
Water Source, 1-51		14,888	16,536	17,189	17,000	17,000	0	0%
Risk Management, EH&S, 1-52								
	Salaries & Benefits	90,111	88,521	106,292	114,109	114,109	8,860	8%
	Supplies	3,220	5,068	9,709	14,915	14,915	316	2%
	Services	137,138	114,835	143,992	131,713	131,713	81,840	62%
	Utilities	571	596	545	550	550	46	8%
	Fuel, Oil, Auto	0	0	0	0	0	0	
	Training/Dues	372	249	1,377	300	300	0	0%
Risk Management, EH&S, 1-52		231,412	209,270	261,916	261,587	261,587	91,061	35%
Water Treatment-MRTP, 1-53								
	Salaries & Benefits	1,324,450	1,476,690	1,632,665	1,708,273	1,708,273	125,111	7%
	Supplies	113,066	155,115	122,843	180,900	180,900	22,540	12%
	Services	32,191	53,059	61,815	83,600	83,600	7,471	9%
	Utilities	309,928	219,583	221,848	352,433	352,433	5,013	1%
	Fuel, Oil, Auto	0	0	0	0	0	1,837	
	Training/Dues	75	172	641	6,200	6,200	0	0%
Water Treatment-MRTP, 1-53		1,779,710	1,904,618	2,039,813	2,331,406	2,331,406	161,972	7%
Water Treatment-BTP, 1-53-2								
	Salaries & Benefits				54,000	54,000	7,207	13%
	Supplies				7,000	7,000	0	0%
	Services				3,000	3,000	366	12%
	Utilities				22,150	22,150	0	0%
Water Treatment-BTP, 1-53-2					86,150	86,150	7,573	9%

South Feather Water and Power Agency  
Water Division Unaudited Monthly Financial Report  
February 27, 2024 Board Meeting

		2021	2022	2023	2024	2024	2024	
							ACTUAL	% of
<u>ACCOUNT</u>	<u>DESCRIPTION</u>	<u>ACTUAL</u>	<u>ACTUAL</u>	<u>ACTUAL</u>	<u>BUDGET</u>	<u>FORECAST</u>	<u>1/31/2024</u>	<u>BUDGET</u>
<b>OPERATING EXPENSES (Cont'd)</b>								
Transmission & Distribution, 1-54								
	Salaries & Benefits	1,952,583	1,932,322	2,042,400	2,251,896	2,251,896	183,344	8%
	Supplies	71,859	94,883	75,005	152,420	152,420	17,747	12%
	Services	25,291	7,092	14,954	28,100	28,100	1,143	4%
	Utilities	48,714	50,490	64,567	42,500	42,500	4,003	9%
	Fuel, Oil, Auto	4,402	25	3,344	144,616	144,616	0	0%
	Training/Dues	3,997	1,435	1,712	4,500	4,500	234	5%
Transmission & Distribution, 1-54		2,106,846	2,086,247	2,201,982	2,624,032	2,624,032	206,471	8%
Customer Accounts, 1-55								
	Salaries & Benefits	758,608	912,823	836,898	896,643	896,643	66,954	7%
	Supplies	106,891	150,878	146,186	153,045	153,045	11,287	7%
	Services	81,195	63,911	74,898	84,923	84,923	7,005	8%
	Utilities	964	1,556	3,082	3,823	3,823	220	6%
	Training/Dues	12,903	735	0	1,200	1,200	0	0%
Customer Accounts, 1-55		960,562	1,129,903	1,061,065	1,139,634	1,139,634	85,466	7%
General Plant & Shop, 1-56								
	Salaries & Benefits	388,464	440,504	450,350	512,321	512,321	32,803	6%
	Supplies	11,380	28,507	18,390	54,400	54,400	717	1%
	Services	2,587	585	19,344	18,367	18,367	76	0%
	Utilities	28,357	33,300	45,107	43,393	43,393	2,245	5%
	Fuel, Oil, Auto	121,999	186,724	157,376	151,133	151,133	11,289	7%
General Plant & Shop, 1-56		552,786	689,620	690,567	779,614	779,613	47,131	6%
Sundry & Expense Credits, 1-57								
	Salaries & Benefits	29,256	26,512	12,968	30,000	30,000	2,191	7%
	Supplies	33,167	46,334	24,819	60,000	60,000	4,881	8%
	Services	42,430	7,714	6,832	5,000	5,000	0	0%
Sundry & Expense Credits, 1-57		104,853	80,560	44,619	95,000	95,000	7,072	7%

South Feather Water and Power Agency								
Water Division Unaudited Monthly Financial Report								
February 27, 2024 Board Meeting								
							2024	
<u>ACCOUNT</u>	<u>DESCRIPTION</u>	<u>2021</u> <u>ACTUAL</u>	<u>2022</u> <u>ACTUAL</u>	<u>2023</u> <u>ACTUAL</u>	<u>2024</u> <u>BUDGET</u>	<u>2024</u> <u>FORECAST</u>	<u>2024</u> <u>ACTUAL</u> <u>1/31/2024</u>	<u>% of</u> <u>BUDGET</u>
<b>OPERATING EXPENSES (Cont'd):</b>								
Information Systems, 1-58								
	Salaries & Benefits	317,458	205,698	220,184	222,600	222,600	18,750	8%
	Supplies	7,630	38,259	21,574	50,000	50,000	5,957	12%
	Services	47,253	81,390	67,910	82,500	82,500	3,306	4%
	Utilities	2,479	2,355	1,453	2,700	2,700	123	5%
	Training/Dues	6,228	175	4,266	2,500	2,500	0	0%
Information Systems, 1-58		381,047	327,877	315,387	360,300	360,300	28,135	8%
Sly Creek Power Plant, 1-61								
	Salaries & Benefits	323,779	487,905	526,748	406,343	406,343	26,649	7%
	Supplies	9,402	22,081	22,512	22,635	22,635	322	1%
	Services	36,821	36,699	56,082	56,697	56,697	21,412	38%
	Utilities	23,802	13,348	30,755	37,483	37,483	388	1%
	Training/Dues	39	66	13	4,000	4,000	0	0%
Sly Creek Power Plant, 1-61		393,842	560,100	636,110	527,158	527,158	48,771	9%
<b>TOTAL OPERATING EXPENSES</b>		<b>7,167,746</b>	<b>7,892,026</b>	<b>8,075,959</b>	<b>9,052,628</b>	<b>9,052,627</b>	<b>735,783</b>	<b>8%</b>
<b>SUB-TOTAL, REVENUES OVER OPERATING EXPENSES</b>		<b>(801,786)</b>	<b>(1,434,113)</b>	<b>381,952</b>	<b>(1,535,628)</b>	<b>(1,535,627)</b>	<b>(174,772)</b>	<b>11%</b>
Other Non-Operating Expenses								
	Supplies & Services	3,400	3,250	4,033	3,600	3,600	0	0%
	Interest - 2016 COP's	808,521	793,950	778,217	769,525	769,525	0	0%
	Principal - 2016 COP's	615,000	635,000	655,000	675,000	675,000	0	0%
	Pension Expense	0	0	0	0	0	0	0%
Other Non-Operating Expenses		1,426,921	1,432,200	1,437,250	1,448,125	1,448,125	0	0%

South Feather Water and Power Agency								
Water Division Unaudited Monthly Financial Report								
February 27, 2024 Board Meeting								
							2024	
		2021	2022	2023	2024	2024	ACTUAL	% of
<u>ACCOUNT</u>	<u>DESCRIPTION</u>	<u>ACTUAL</u>	<u>ACTUAL</u>	<u>ACTUAL</u>	<u>BUDGET</u>	<u>FORECAST</u>	<u>1/31/2024</u>	<u>BUDGET</u>
<b>CAPITAL OUTLAY:</b>								
2024-52a/Capital	Box Shoring (01.00.11184.2)				7,500	7,500		0%
2024-53a/Capital	M RTP metal storage & work shop building				85,000	85,000		0%
2024-53d/Capital	MGT recoating interior				290,000	290,000		0%
2024-53g/Capital	MGT fencing				32,000	32,000		0%
2024-53h/Capital	New entry gate openers				11,000	11,000		0%
2024-53i/Capital	Benchtop NTU meter for lab				6,000	6,000		0%
2024-53j/Capital	Portable NTU meter for sampling				2,600	2,600		0%
2024-53o/Capital	Verticle bandsaw				4,000	4,000		0%
2024-53.2a/Capital	PLC, modulating valves, & level sensors				10,700	10,700		0%
2024-54a/Capital	Irrigation - Bangor Canal Siphon -(Rocky Honcut)				10,000	10,000		0%
2024-54b//Capital	Irrigation - Bangor Canal - Rocky Honcut Pipeline Replacement				30,000	30,000		0%
2024-54c/Capital	Irrigation - South Villa Raw Water Line Replacement 500'				35,000	35,000		0%
2024-54g/Capital	Irrigation - Culvert Replacement Ridgeway				5,000	5,000		0%
2024-54h/Capital	Irrigation - Box 50 (Messina & Lincoln) = 350 feet of 18" PIP Pipe plus backfill materials				13,000	13,000		0%
2024-54i/Capital	Irrigation - Penny Ditch = Replace 480 feet with 12" PIP pipe				10,000	10,000		0%
2024-54k/Capital	Dichtender Truck Replacement; T-302 (Broderson)				40,000	40,000		0%
2024-54n/Capital	Flail mower; Diamond C (Similar to PD's)				20,000	20,000		0%
2024-54o/Capital	K-Rail at Lake Wyandotte (8 10-foot sections; used)				4,750	4,750		0%
2024-54p/Capital	Domestic - Oro Pond Service Lines and Meter Replacements				10,000	10,000		0%
2024-54s/Capital	Domestic - Sunset View Service Line				10,000	10,000		0%
2024-54t/Capital	Domestic - Miners Ranch (Chopan) Line Replacement				15,000	15,000		0%
2024-54u/Capital	Domestic - Irwin / Esperanza = 600 feet of 6" with hydrant & meter				50,000	50,000		0%
2024-54v/Capital	Domestic - Lonetree Service Replacement = 20 remaining to avoid road crossing issues				20,000	20,000		0%
2024-54x/Capital	Domestic - Heritage / Oak Ridge Line and Meter Relocate				40,000	40,000		0%
2024-56a	Emissions Hardware / Software Cost (60% GF / 40% JFOF)				302	302		0%

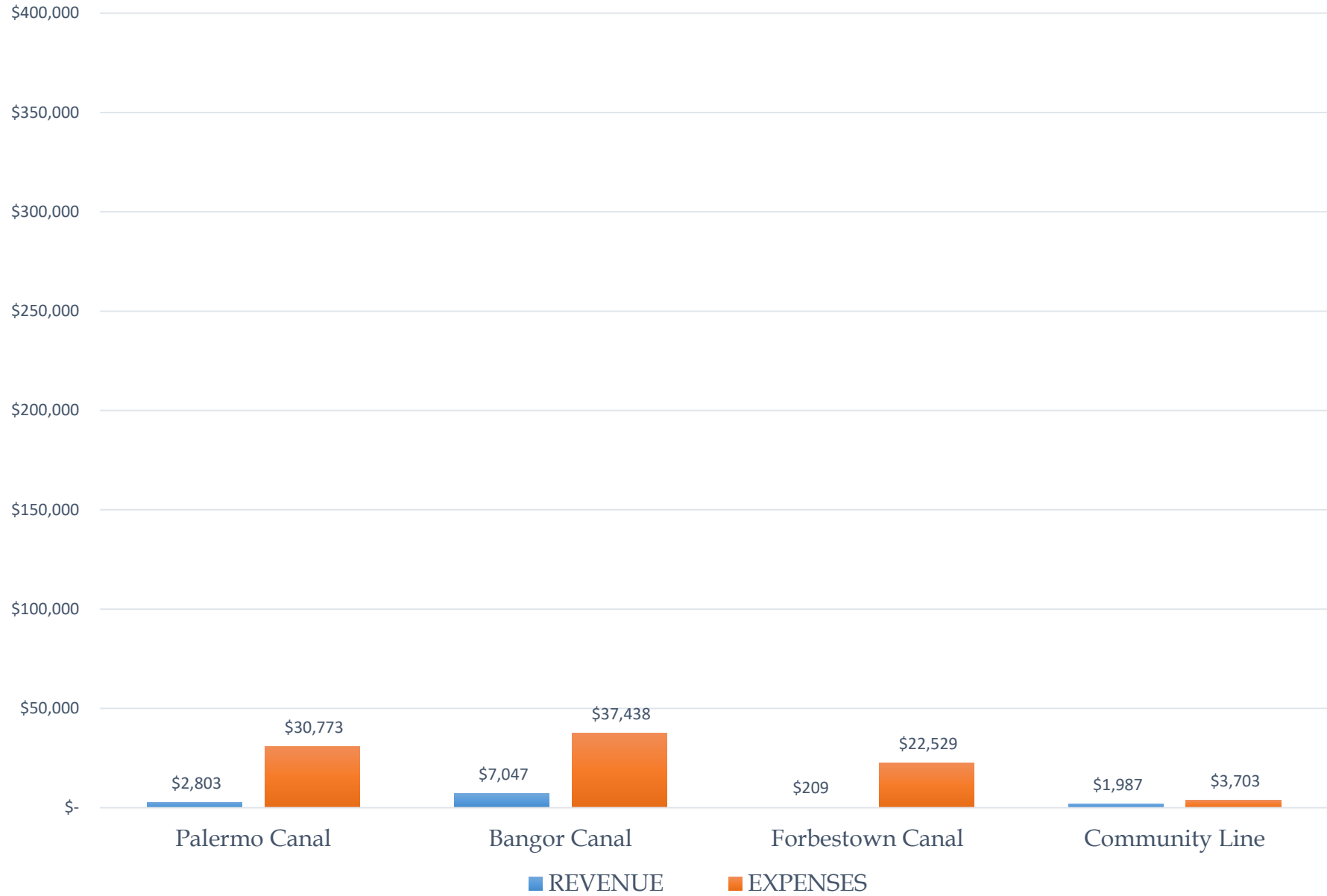
South Feather Water and Power Agency								
Water Division Unaudited Monthly Financial Report								
February 27, 2024 Board Meeting								
							2024	
		2021	2022	2023	2024	2024	ACTUAL	% of
<u>ACCOUNT</u>	<u>DESCRIPTION</u>	<u>ACTUAL</u>	<u>ACTUAL</u>	<u>ACTUAL</u>	<u>BUDGET</u>	<u>FORECAST</u>	<u>1/31/2024</u>	<u>BUDGET</u>
<b>CAPITAL OUTLAY (Cont'd):</b>								
2024-58a	ProWest - General				10,000	10,000		0%
2024-58b	ProWest - Mapbooks				5,000	5,000		0%
2024-58d	Replacement PC's				10,000	10,000		0%
2024-58e	Replacement: Finance Software				75,000	75,000		0%
2024-58f	Fire Suppression				15,000	15,000		0%
2024-58h	Replace Comm UPS's				5,000	5,000		0%
2024-58i	Mechanic Laptop				3,000	3,000		0%
2024-58k	Website (Update)				4,500	4,500		0%
2024-61b	Equipment - LED Yard Lights w/ Photo cells (replace existing sodium lighting)				10,000	10,000		0%
2024-61d	Equipment - SPH Bearing Cooling Water Flow Device Upgrade				5,000	5,000		0%
2024-61e	Equipment - SPH Bitronics line-side metering xducer				8,000	8,000		0%
2024-61f	Equipment - SPH oil flow device upgrade				5,000	5,000		0%
2024-61l	Outside Services - SPH Governor Upgrade				300,000	300,000		0%
2024-61n	Outside Services - SPH Overhaul 2 Cooling Water Pumps				30,000	30,000		0%
	<b>TOTAL CAPITAL OUTLAY</b>	426,839	511,444	260,254	1,247,352	1,247,352	0	0%
Transfers In:								
	SFPP Jt Facil Oper Fd-Minimum Payment	709,000	709,000	531,750	709,000	709,000	0	0%
	SFPP Jt Facil Oper Fd-Additional Payment	0	3,269,900	1,705,498	2,850,000	2,850,000	0	0%
	SFPP Jt Facil Oper Fd-Overhead	613,367	367,675	561,725	400,000	400,000	0	0%
	Retiree Benefit Trust Fund	0	0	0	0	0	0	
	<b>Net Non-Operating, Capital Outlay and Transfers</b>	(531,393)	2,402,931	1,101,469	1,263,523	1,263,523	0	0%
	<b>NET REVENUE OVER EXPENSES</b>	(1,333,179)	968,818	1,483,421	(272,105)	(272,104)	(174,772)	64%



South Feather Water & Power Agency  
 Irrigation Water Accounting  
 Through  
 January 31, 2024

<u>ACCT CODE</u>	<u>DESCRIPTION</u>	<u>REVENUE</u>	<u>EXPENSES</u>	<u>DIFFERENCE</u>
2023-0504	Palermo Canal	\$ 2,803	\$ 30,773	(\$27,970)
2023-0505	Bangor Canal	\$ 7,047	\$ 37,438	(\$30,391)
2023-0506	Forbestown Canal	\$ 209	\$ 22,529	(\$22,320)
2023-0507	Community Line	\$ 1,987	\$ 3,703	(\$1,717)
	Totals	\$ 12,046	\$ 94,444	(\$82,398)

# IRRIGATION COST RECOVERY



SOUTH FEATHER WATER AND POWER AGENCY  
SCHEDULE OF CASH AND INVESTMENTS  
January 31, 2024

Cash / Money Market						113,268	
Customers Bank CD	4.80%	11/22/2022	245,000	245,000	2/23/2024	244,961	\$11,760
US Treasury Note	0.25%	1/18/2022	258,479	262,000	3/15/2024	260,446	\$655
Bankunited Bank CD	0.35%	3/15/2021	245,000	245,000	3/19/2024	243,422	\$858
Ally Bank Sandy Utah CD	1.70%	3/25/2022	245,000	245,000	3/25/2024	243,763	\$4,165
Comenity Capital Bank CD	2.25%	4/14/2022	245,000	245,000	4/15/2024	243,540	\$5,513
Web Bank CD	0.40%	5/11/2021	245,000	245,000	5/17/2024	241,624	\$980
UBS Bank CD	0.35%	6/23/2021	245,000	245,000	6/24/2024	240,441	\$858
Texas Exchange Bank CD	0.50%	7/9/2021	105,000	105,000	7/9/2024	102,924	\$525
First Technology Credit Union CD	3.25%	8/5/2022	245,000	245,000	8/5/2024	242,815	\$7,963
Toyota Finl Svgs Bank CD	0.55%	8/5/2021	245,000	245,000	8/5/2024	239,529	\$1,348
BMW Bank CD	1.70%	3/4/2022	245,000	245,000	9/4/2024	240,362	\$4,165
State Bank of Dallas CD	0.70%	12/31/2021	245,000	245,000	10/1/2024	238,169	\$1,715
Institution for Svc in Newburyport	0.70%	10/28/2021	245,000	245,000	10/28/2024	237,454	\$1,715
Merrick Bank CD	0.80%	11/19/2021	245,000	245,000	11/19/2024	237,106	\$1,960
Live Oak Banking CD	0.85%	12/29/2021	245,000	245,000	12/30/2024	236,234	\$2,083
Federal Home Loan Bond	1.25%	1/28/2022	250,000	250,000	1/28/2025	241,435	\$3,125
Federal Home Loan Bond	1.55%	2/18/2022	249,781	250,000	2/18/2025	242,988	\$3,875
Federal Home Loan Bond	2.00%	12/6/2022	235,791	250,000	3/28/2025	243,473	\$5,000
Bank of Dells Wisconsin CD	4.40%	12/23/2022	245,000	245,000	4/23/2025	243,937	\$10,780
Capital One Natl Assn CD	3.10%	6/16/2022	246,000	246,000	6/16/2025	240,755	\$7,626
Oregon Community CU, CD	5.15%	6/21/2023	240,000	240,000	6/23/2025	241,466	\$12,360
Federal Home Loan Bond	3.55%	8/18/2022	245,000	245,000	7/25/2025	241,709	\$8,698
Connexus Credit Union CD	3.50%	8/26/2022	245,000	245,000	8/26/2025	240,808	\$8,575
Austin Telco Fed CU CD	3.75%	9/21/2022	249,000	249,000	9/22/2025	245,581	\$9,338
Capital One Bank USA CD	0.90%	11/17/2021	245,000	245,000	11/17/2025	229,680	\$2,205
United Bankers Bank CD	4.50%	3/17/2023	250,000	250,000	12/17/2025	251,065	\$11,250
Washington Fed Bank CD	4.70%	12/12/2022	245,000	245,000	12/22/2025	244,993	\$11,515
Liberty First Credit Union	4.55%	1/17/2023	249,000	249,000	1/1/2026	249,219	\$11,330

<u>Fixed Income Portfolio</u>	<u>Rate</u>	<u>Purch Date</u>	<u>Purch Price</u>	<u>Face Value</u>	<u>Maturity</u>	<u>Market Value</u>	<u>Estimated Annual Income</u>	
Federal Home Loan Bond	0.68%	12/15/2021	243,905	250,000	2/24/2026	232,085	\$1,700	
Eaglebank Bethesda MD CD	4.25%	2/24/2023	245,000	245,000	2/24/2026	243,836	\$10,413	
Direct Federal CU CD	4.70%	3/8/2023	152,000	152,000	3/9/2026	152,692	\$7,144	
Truliant Federal Credit CD	5.15%	3/22/2023	140,000	140,000	3/23/2026	141,968	\$7,210	
American Express Natl Bank CD	4.95%	3/31/2023	243,000	243,000	3/30/2026	245,500	\$12,029	
Discover Bank CD	4.50%	4/26/2023	245,000	245,000	4/27/2026	245,417	\$11,025	
Morgan Stanley Bank NA CD	4.60%	5/24/2023	245,000	245,000	5/26/2026	246,117	\$11,270	
State Bank of India CD	1.00%	6/10/2021	245,000	245,000	6/10/2026	226,630	\$2,450	
Commercial Bank CD	4.25%	12/14/2023	245,000	245,000	6/22/2026	244,373	\$10,413	
Sallie Mae Bank CD	4.80%	7/19/2023	245,000	245,000	7/20/2026	247,629	\$11,760	
BNY Mellon NA Instl Ctf Dep CD	4.75%	8/23/2023	245,000	245,000	8/24/2026	247,553	\$11,638	
Bremer Bank NA CD	4.80%	8/31/2023	245,000	245,000	8/31/2026	248,119	\$11,760	
Synchrony Bank CD	5.05%	10/6/2023	245,000	245,000	10/6/2026	249,751	\$12,373	
Popular Bank New York CD	5.10%	10/25/2023	245,000	245,000	10/22/2023	251,427	\$12,495	
Alliant CU CD	5.60%	11/1/2023	246,000	246,000	11/20/2026	254,952	\$13,776	
Rockland Federal Credit UnionCD	4.60%	12/22/2023	249,000	249,000	12/22/2026	251,771	\$11,454	
Highes Federal Credit Union CD	4.40%	1/29/2024	245,000	245,000	1/29/2027	246,740	\$10,780	
	135.23%		<u>\$10,711,956</u>	<u>\$10,736,000</u>		<u>Market Value</u>	<u>Estimated Annual Income</u>	
						\$9,371,817	\$321,623	
	3.01%	Average Percentage Rate						3.4% of Market Value

**TOTAL Cash & Market Value of Portfolio at 1/31/2024**    \$ 52,351,240  
**CD Percentage of Portfolio**    17.9%

I certify that all investment actions have been made in full compliance with Investment Policy #470

Submitted by:                      Cheri Richter, Finance Manager                      1/31/2024

**Investment Transactions as of:**    January 31, 2024

\$245,000 CD purchased 1/29/2024 from Hughes Federal Credit Union 4.40%, matures 1/29/2027, with Bank OZK CD, 1/18/2024 maturity.



# ***SOUTH FEATHER WATER & POWER AGENCY***

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**TO: Board of Directors**

**FROM: Dan Leon, Power Division Manager**

**DATE: February 22, 2024**

**RE: General Information (regarding matters not scheduled on agenda)  
February 27, 2024 Board of Directors Meeting**

## **OPERATIONS**

Power Division Summary, Reservoir Storage, and Precipitation Reports for January 2024 are attached.

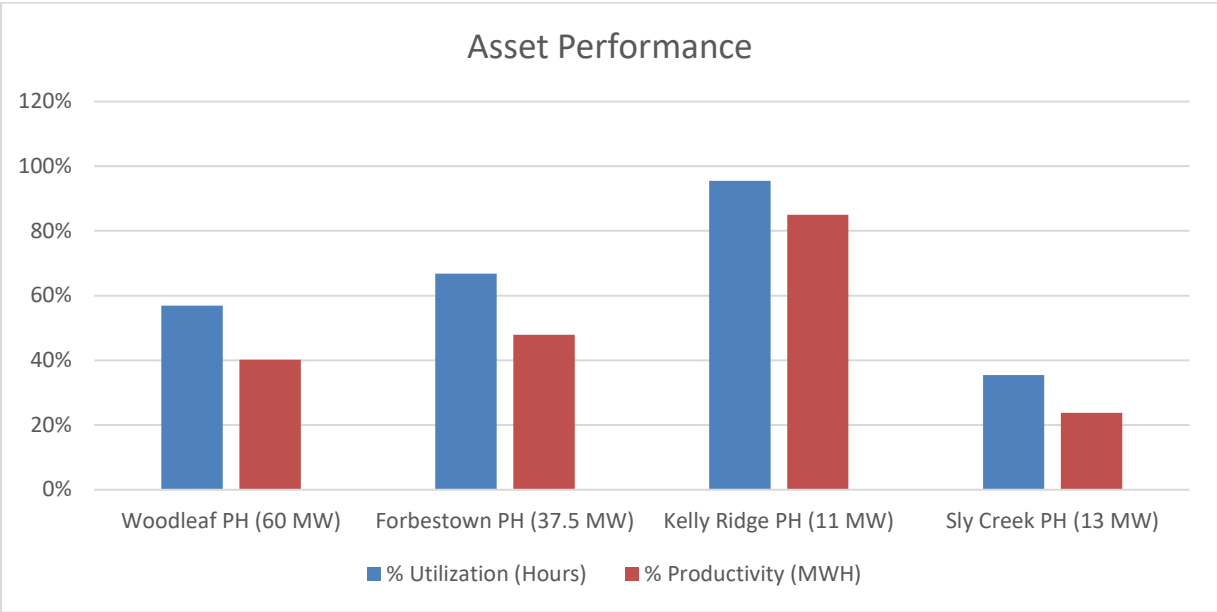
South Fork Diversion tunnel average flow was 136 CFS. Slate Creek Div tunnel, which supplies Sly Creek Reservoir, was open for 13 days. Little Grass Valley and Sly Creek Reservoirs combined storage was 107 kAF at month's end. The following reservoirs are currently spilling: Lost Creek Reservoir, Forbestown Diversion Reservoir and Ponderosa Reservoir.

DWR Bulletin 120 observed conditions as of February 20 for accumulated WY-to-date precipitation is at 95% of average (North Region 8-Station Index). Observed snowpack as of February 21 is at 79% of April 1 average (North Region).

Table A in this report summarizes the Power Project Reservoir and Generation data. Table B covers historical water data and averages for our Storage Reservoirs. Table C contains the Northern Sierra 8-Station Precipitation Index.

## **ASSET PERFORMANCE**

Asset performance and availability for January 2024 is summarized in the following two tables:



Generation Asset Availability				
a. Powerhouse	b. Capacity MW	c. Available for Gen. Hrs	d. Gen. Dispatched above 50% Output Hrs	e. Gen. Dispatch Potential Output Hrs
Woodleaf	60.0	744	325	419
Forbestown	37.5	744	378	366
Kelly Ridge	11.0	744	683	61
Sly Creek	13.0	744	227	517

**MAINTENANCE**

**Powerhouses**

- Woodleaf Powerhouse.
  - Status: Out of service, annual maintenance outage.
  - Annual maintenance outage: In process, February 2024.
- Forbestown Powerhouse.
  - Status: In service, normal dispatch schedule.
  - Annual maintenance outage: Scheduled for March 2024.
  - Perform testing of Auto-sync system
  - Prepare for Condition Assessment Project during outage.
  - Prepare for replacement of turbine shutoff valve disc seal.
  - Prepare for installation of new cooling water strainer.
- Sly Creek Powerhouse.
  - Status: In service, normal dispatch schedule.

- Annual maintenance outage: Scheduled for October 2024.
- Kelly Ridge Powerhouse.
  - Status: In service, normal dispatch schedule.
  - Annual maintenance outage: Scheduled for November 2024.

### **Project Facilities and Assets**

- Little Grass Valley Reservoir – Inspect site
- South Fork Diversion Dam – Inspect site
- Slate Creek Diversion Dam – Inspect site
- Lost Creek Dam – Inspect site
- Sly Creek Ph Roadway – Clear snow and debris
- Forbestown Ph Roadway - Inspect
- SF-14 – Clean air valves, upgrade control equipment
- Miners Ranch Canal – Inspect canal and roadways, clean trashracks
- Miners Ranch Canal Station 7 – Repair standby generator
- Miners Ranch Canal Station 3 – Remove fallen trees
- Remote Stations – Inspect sites, take readings
- Project Roadways – Remove debris and slide material from gutters
- Various sites – Inspect and install control equipment
- Vehicles and Fleet – Perform service and repairs

### **PROJECT WORK**

- Forbestown Powerhouse Turbine Shut-Off Valve Seat Repair
  - The Agency has procured a new valve seat for the Turbine Shut-Off Valve (TSV) at Forbestown Powerhouse. The TSV at Forbestown Powerhouse is a 66" diameter triple-offset butterfly valve. It is a critical unit protection component that functions to stop the flow of water through the unit in response to emergency shutdown conditions, and will prevent the unit from experiencing catastrophic failure.
  - The existing seat is damaged, causing the valve to stick in the closed position and preventing the valve from properly shutting off the flow of water when it is in the closed position. The new valve seat will be installed by the manufacturer during our Forbestown PH Outage in March of this year.
- Miners Ranch Canal Replacement Program
  - The Agency has received the final inspection report for the MRC Replacement program project. So far, the consultant has completed tasks 1-3, which are: Review of Existing Information, Evaluation of Site Conditions, and Report Findings.

There are three task items remaining, although Task 5 and 6 are “Consultation and Field Support During 2023 Canal Patching”, which was not utilized last year. Billing is at 30% of the total project budget (which is on track with their billing schedule). The next deliverable will be their “Alternatives Analysis” which will assess the feasibility and cost of various repair/replacement methods for the canal.

- Legal Counsel for Project Contracting

- The Agency has issued a Request for Proposals to solicit the services of a Legal Firm in developing a project contracting framework, including: policies, procedures and template documents. It is the intent of this project to create a standardized framework that Agency Staff can work from, when working with outside services, to minimize exposure for the Agency and its Personnel. Proposals are due March 28, 2024.

- SF-25 Bangor Canal Shotcrete

- The Agency is planning to shotcrete line the first 180 feet of the Bangor Canal at SF-25. SF-25 is the origin of the Bangor canal where it outlets from Miners Ranch Reservoir, Below Miners Ranch Dam. This section of the canal is heavily vegetated and will greatly benefit from the application of a solid canal lining. This work will take place during normal maintenance outages before the irrigation season, this year.

- Forbestown Powerhouse Condition Assessment

- The Agency has retained a consultant to perform a thorough evaluation of the condition of our Forbestown Powerhouse and its components. The goal of this investigation is to determine the level of investment needed in order to maintain the safe and reliable operation of the unit, and to assist staff in prioritizing the improvement work to be undertaken at the powerhouse. The report from the investigation will identify components in need of immediate attention, and provide insight to the expected operational enhancements to be achieved with the improvement work.
- On-line efficiency testing of the powerhouse is scheduled for Monday, February 26. This testing will give us a more complete understanding of the operational condition and wear on the unit.

## **PERSONNEL**

No new update.



**SOUTH FEATHER WATER AND POWER  
SOUTH FEATHER POWER PROJECT  
2024  
Reservoir and Stream Operations**

	RESERVOIR ELEVATIONS				MONTHLY AVERAGE STREAM RELEASES							
	Little Grass Valley		Sly Creek		Release to SFFR at LGV Dam	Release to SFFR at Forbestown Div.	Release at Lost Creek Dam	Release at Slate Creek Div.				
Maximum Elevation End of Month Conditions	5,046.50	Feet	3,530.00	Feet								
January	5,026.20	Feet	3,501.94	Feet	9.41	cfs	7.48	cfs	7.21	cfs	80.60	cfs
February	0.00	Feet	0.00	Feet	0.00	cfs	0.00	cfs	0.00	cfs	0.00	cfs
March	0.00	Feet	0.00	Feet	0.00	cfs	0.00	cfs	0.00	cfs	0.00	cfs
April	0.00	Feet	0.00	Feet	0.00	cfs	0.00	cfs	0.00	cfs	0.00	cfs
May	0.00	Feet	0.00	Feet	0.00	cfs	0.00	cfs	0.00	cfs	0.00	cfs
June	0.00	Feet	0.00	Feet	0.00	cfs	0.00	cfs	0.00	cfs	0.00	cfs
July	0.00	Feet	0.00	Feet	0.00	cfs	0.00	cfs	0.00	cfs	0.00	cfs
August	0.00	Feet	0.00	Feet	0.00	cfs	0.00	cfs	0.00	cfs	0.00	cfs
September	0.00	Feet	0.00	Feet	0.00	cfs	0.00	cfs	0.00	cfs	0.00	cfs
October	0.00	Feet	0.00	Feet	0.00	cfs	0.00	cfs	0.00	cfs	0.00	cfs
November	0.00	Feet	0.00	Feet	0.00	cfs	0.00	cfs	0.00	cfs	0.00	cfs
December	0.00	Feet	0.00	Feet	0.00	cfs	0.00	cfs	0.00	cfs	0.00	cfs

Table A.

**Powerhouse Operations**

	Sly Creek	Woodleaf	Forbestown	Kelly Ridge	Energy Revenue
January	2,295.95 MWH	17,954.83 MWH	13,370.48 MWH	6,954.12 MWH	\$2,154,462.62
February	0.00 MWH	0.00 MWH	0.00 MWH	0.00 MWH	\$0.00
March	0.00 MWH	0.00 MWH	0.00 MWH	0.00 MWH	\$0.00
April	0.00 MWH	0.00 MWH	0.00 MWH	0.00 MWH	\$0.00
May	0.00 MWH	0.00 MWH	0.00 MWH	0.00 MWH	\$0.00
June	0.00 MWH	0.00 MWH	0.00 MWH	0.00 MWH	\$0.00
July	0.00 MWH	0.00 MWH	0.00 MWH	0.00 MWH	\$0.00
August	0.00 MWH	0.00 MWH	0.00 MWH	0.00 MWH	\$0.00
September	0.00 MWH	0.00 MWH	0.00 MWH	0.00 MWH	\$0.00
October	0.00 MWH	0.00 MWH	0.00 MWH	0.00 MWH	\$0.00
November	0.00 MWH	0.00 MWH	0.00 MWH	0.00 MWH	\$0.00
December	0.00 MWH	0.00 MWH	0.00 MWH	0.00 MWH	\$0.00
	<u>2,295.95 MWH</u>	<u>17,954.83 MWH</u>	<u>13,370.48 MWH</u>	<u>6,954.12 MWH</u>	<u>\$2,154,462.62</u>

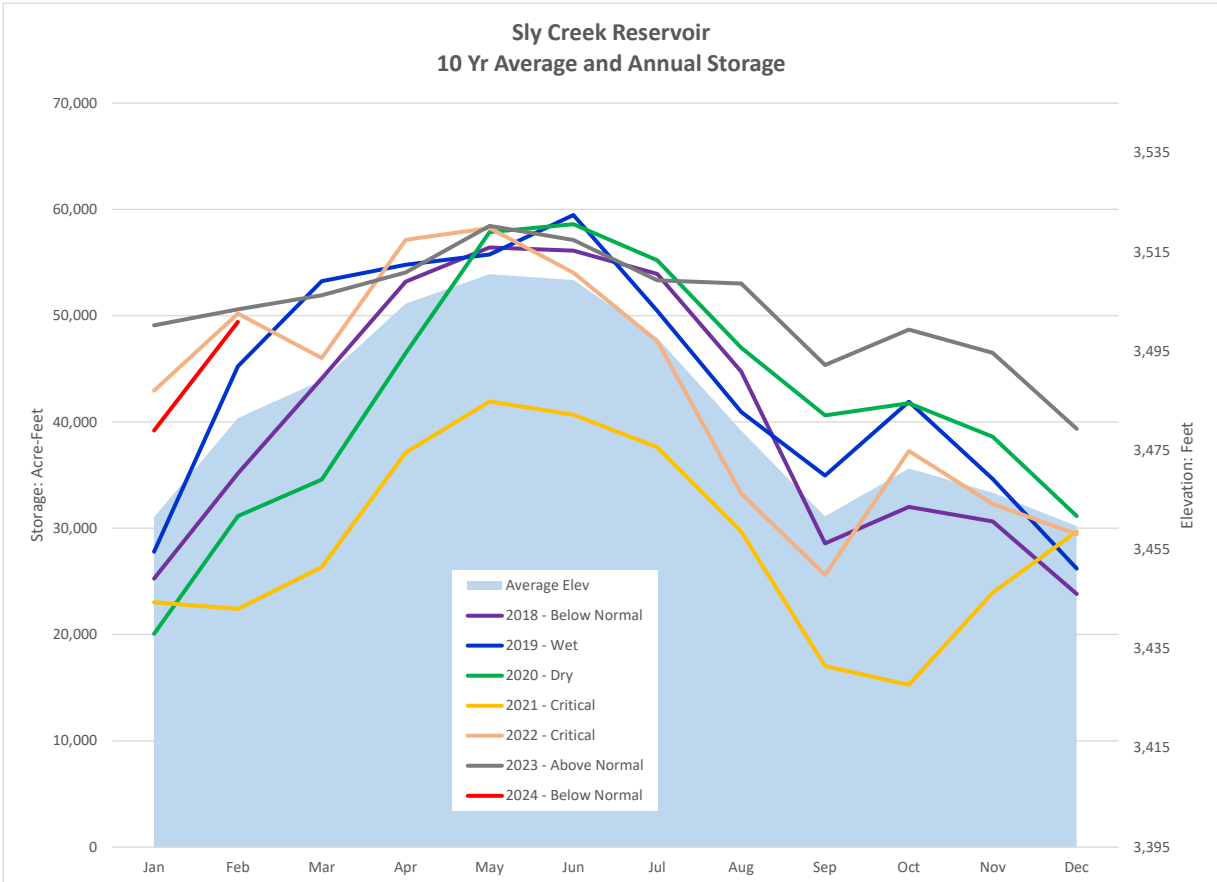
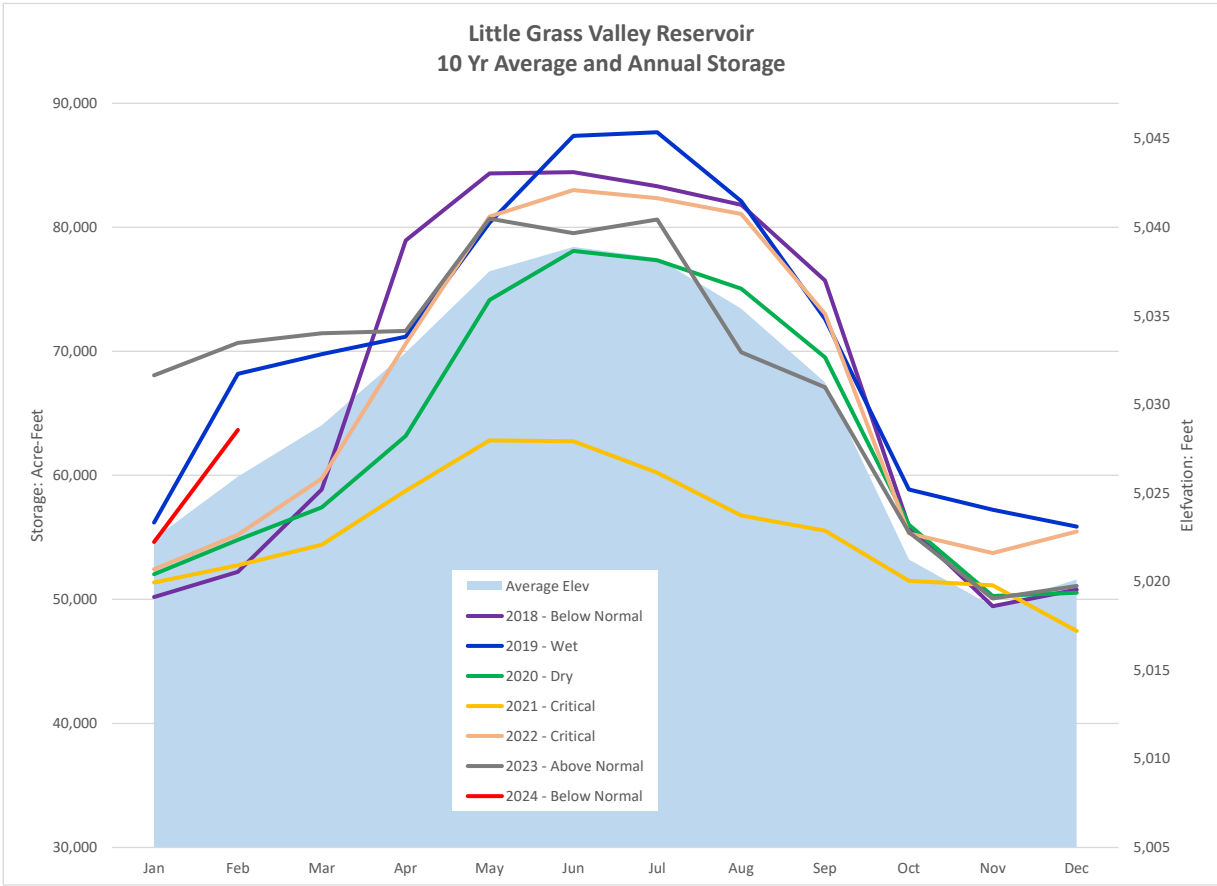


Table B.

### Northern Sierra Precipitation: 8-Station Index, February 20, 2024

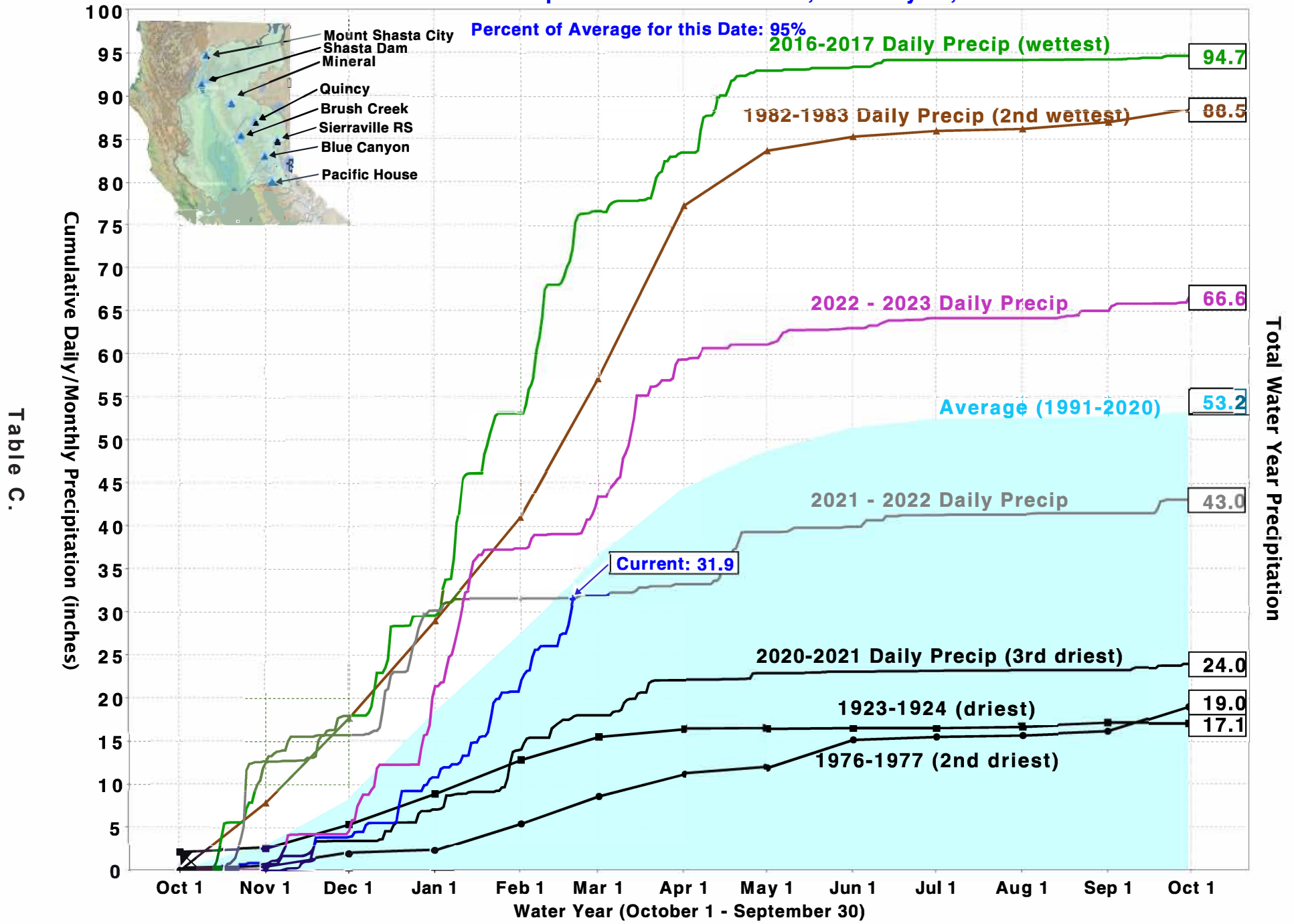


Table C.



**TO:** Board of Directors

**FROM:** Rath Moseley, General Manager  
Jaymie Perrin, Operations Support Manager

**DATE:** February 22, 2024

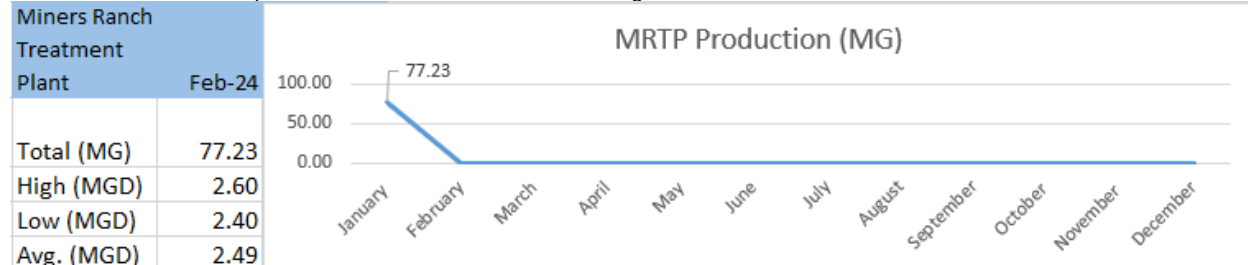
**RE:** General Information (regarding matters not scheduled on the agenda)  
2/27/24 Board of Directors Meeting

**Domestic Water Treatment Operations**

Miners Ranch Treatment Plant (MRTP) treated water production = 77.23 million gallons.

Bangor Treatment Plant (BTP) treated water production = .366 million gallons.

Red Hawk Ranch Pump Station raw water flow = 405,006 gallons.



All bacteriological requirements were good for the MRTP& BTP. Miners Ranch production was 99% of average over the past 5 years. Bangor's production was 125% of average over the past 5 years. This number is only higher due to the influent water that contained runoff from recent storms which staff had a hard time making a process and had to use a "filter to waste" option more than usual throughout the month.

**District Wide Water Operations**

Staff stayed busy removing trees as a result of weather conditions throughout the month. There were only four leak repairs which is half the historical run rate for the same time period. Eleven after hours calls were responded to during the month with most being water turn offs/on.

The district did experience a relative significant event on February 1<sup>st</sup> in which there was a component failure (stainless tee fracture) at a regulator vault in the Canyon Highlands area. This resulted in high pressure flow which was contained within 15-20 minutes. Twenty-six customers contacted the district communicating various failures due to a water pressure increase. Many dwellings did not have customer owned regulators which are designed to manage pressure at a safe level, also called water pressure regulators, or water pressure reducing valves.

They are compact, inexpensive valves that perform two functions:

- Automatically reduce the high incoming water pressure from the city mains to provide a lower, more functional pressure for distribution in the home.
- "Regulate" by maintaining a set pressure in the home usually 50 lbs. thereby ensuring that the home piping and appliances operate under a safe, more moderate, but satisfactory pressure.

District customers have been extremely understanding and patient as this was an unfortunate reminder about the importance of a pressure regulator in the home.

Feb-24	Ditch Maintenance	Leak Repair	Install Service	Remove Trees	Install/Replace Backflow	Regulator Vault Maintenance	Replace Service	Install Culvert
	Palermo Canal	Saddle Dr.	Canyon Dr.	Lower Forbestown (4 days)	Miners Ranch	Mt. IDA	Oak Park	Millerhill/Wild Refuge
	South Ditch	Oak Hill	Hildale	Pioneer Trail	Colina Way	Feather Falls		
	Oro Lateral	Tenn Ln.	The Ridge	Chandays	Rutherford			
	Blazeford Gulch			Eddie Court				
	Lower Forbestown			South Honcut				
	South Villa							
	Louis							
	Boney Reservoir							
	After Hours - Weekend Calls							
	11							

**SB 998 Statistics (At time of print)**

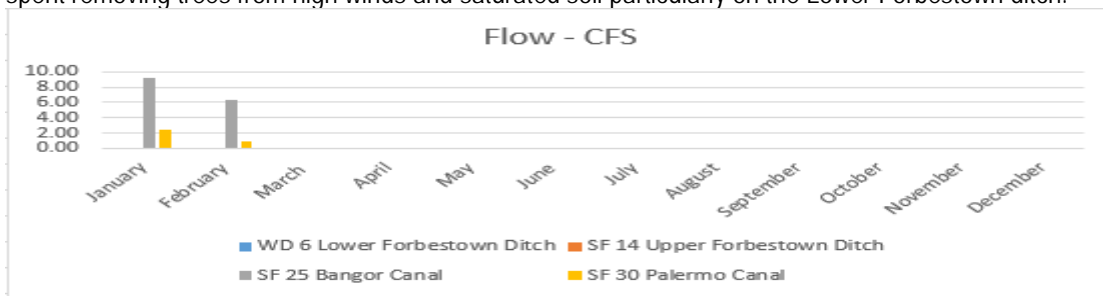
\*\*Billing cycles are based on meter reading routes\*\*

Billing Cycle	Division Impacted	Date of Service Shut-off	# of Shut-offs	Carrying Cost of Shut-offs	Remaining Services Shut-off	Carrying Cost of Remaining Accounts Shut-off
1 & 2	1,2,3,5	01/30/2024	37	\$8,157.34	8	\$2,141.24
3 & 4	2,3,4	02/06/2024	15	\$3,080.18	4	\$877.91
5 - 10	1,2,3,4,5	02/13/2024	28	\$6,582.42	11	\$2,484.00

\*\*Shut-off carrying costs include the additional incurred fees of the door hanger and meter lock in addition to the delinquent balance and other fees associated with the delinquent amount\*\*

**Irrigation Water Operations**

Ditch maintenance was performed at eight raw water conveyance locations during the month. Multiple days were spent removing trees from high winds and saturated soil particularly on the Lower Forbestown ditch.



**General Updates**

PG&E: As of this writing the last communication from PG&E in regards to standby metering was on February 9<sup>th</sup>. Below is PG&E's request and South Feather's response.

"Please keep us informed when you connect with NCPA as we would like to finalize the billing for SFWPA."

"SFWPA had an opportunity to meet with NCPA's management and discuss the standby metering topic. In the discussion with NCPA, SFWPA committed that the following documents would be provided by PG&E:

1. PG&E's draft Standby Metering Agreement for hydro-electric generation.
2. PG&E's Standby Metering Cost Schedule Tables for Kelly Ridge Powerhouse (SGIA).
3. PG&E's Standby Metering Cost Schedule Tables for Sly Creek, Woodleaf, and Forbestown Powerhouses (LGIA).
4. PUC and CAISO Tariff documents, applicable to hydro-electric generation Standby Metering.

Once we have received the above documents from you, we will share these with NCPA's management and arrange a follow up discussion with them."

When the requested content is received, SF staff will meet with NCPA on next steps and what impact it may have on the PPA and/or operations of the SFPP.

**SWFPA – NCPA 2023 Year End Review:** The annual year-end review was held with NCPA at their Roseville, CA headquarters. Topics discussed:

- 2023 overall performance.
- Are we being good stewards and supportive with the NCPA team?
- What areas could South Feather improve on in 2024?
- End of year water storage review.
- Future Water Transfers from NCPA's viewing lens.
- Carbon Free credits on units >30MW.
- PG&E Metering on revised Standby (motoring) agreements. Cost impact if operated as being communicated.

The day was beneficial and the overall working relationship with NCPA is very positive. Both parties agreed that constant communication (weekly operations meetings) has created synergies in teamwork and all topics are reviewed in a professional and knowledgeable manner.

Areas for enhancement include increased advance discussions on potential water transfers and semi-annual review of end of year water storage levels. Continued discussions on PG&E metering and if pursuing "Carbon Free" credits on large generating units is viable.

**Palermo Water Consolidation Project:** Two proposed subrecipient agreements are discussed on Tab 3 of SFWPA's February 27, 2024 Regular Board Meeting.

**Bartle Wells Water Rates Study:** Submission and Discussions of all water division revenue sources, expenses, history and the unique nature of South Feather's surface to treated water delivery has been completed and the next status meeting is scheduled for February 23<sup>rd</sup>. The goal is to be in a position for Bartle Wells to Present findings to the board and public at the regularly scheduled meeting on March 26, 2024. At that time, if the board direction is to engage broader public workshops those would be conducted in April.

**Bangor Domestic Water Expansion:** A resident in Bangor who owns multiple properties inquired on domestic service to additional properties and in the theme of transparency I asked if some of his comments could be shared publicly about the desire for treated water expanded in Bangor.

"I was reaching out to you on a couple of fronts to treated water in Bangor to include what has been referred to as the Redhawk Ranch and surrounding areas that are not part of the 20 or so parcels in Bangor that have water.

When I initially purchased the two properties 5695 La Porte Road and 028-260-068 it was predicated on the fact that I had obtained approval for water service. 5695 which is contiguous to 028-260-068 has water service. I still want water service at said location.

As it relates to establishing treated water service to Bangor; there is clear support for this underserved part of Butte County to have a 21st century water system. Bangor has changed dramatically in the nearly 25 years I have owned property here. The sustainability of wells in the region is completely unpredictable.

Regarding the viability of the SFWP and the county/state/federal agencies funding this project; Has SFWP and/or the county expressed an interest in serving the Bangor community members with essential services. Bangor is no longer the dumping ground for Butte County and residents have made significant property tax base contributions to the county general fund for infrastructure development and maintenance."

This communication and desire for water is just one example of why accurate cost of water service rates are imperative to be eligible for grant funding when opportunity presents itself. In the meantime, staff will be engaging with the County on ground water pumping impacts and possibly pursue support for science and engineering to study the potential for treated surface water delivery.

**Domestic Pipeline “What If” Expansion:** The question was asked at last month’s board meeting, if SF’s legal expenses defending the lawsuit with NYWD was applied to domestic expansion, what could be accomplished. Below are three project areas that could be completed with two miles of pipe expansion for the cumulative costs to date defending the lawsuit. This does not include the “sunken” costs of staff time that could be applied to strategic initiatives.

Legal Fee Expense Vs. Water Expansion

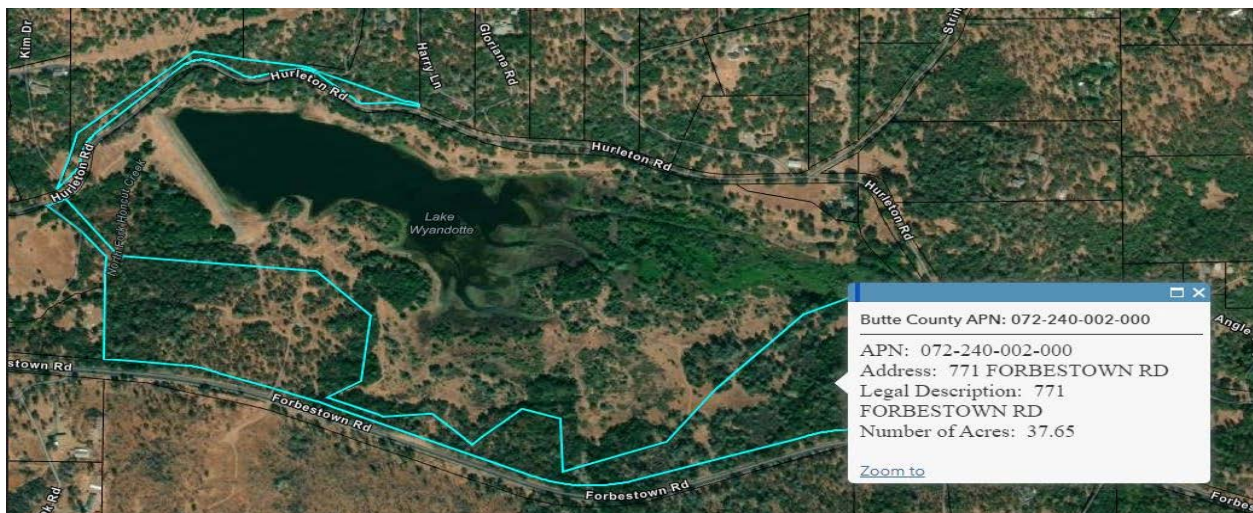


6" C900 Pipe

Lost Horizon – Circle Drive - Wyandotte  
10,700' or 2.0 Miles



**Public Auction:** SFWPA received the list of tax-defaulted properties scheduled for public auction June 7-10, 2024. Included on the list is APN# 072-240-002. This property is connected to Lake Wyandotte and wanted the Board to be aware if by chance there is an interest in acquiring for future use or protection of the current reservoir and waterway.



A taxing agency may object to the sale of a parcel when it wants to either purchase the parcel for a public purpose or preserve its lien. Objections must be submitted in writing. If the agency is interested in purchasing the property for a public benefit, objections to the sale are due by April 22, 2024.



## ***SOUTH FEATHER WATER & POWER AGENCY***

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**TO: Public Recipients of Agenda Information**

**FROM: Rath Moseley, General Manager**

**DATE: February 16, 2024**

**RE: Real Property Negotiations, and Anticipated and Existing Litigation  
Closed Session Agenda Item for 2/27/24 Board of Directors Meeting**

The information provided to directors for this agenda item is not available to the public. The purpose for this item is to give the Board an opportunity to confer with legal counsel about litigation in which the Agency is already involved or is anticipating. The Board is permitted by law (Brown Act) to confidentially discuss information that might prejudice its legal position, to have a confidential and candid discussion about meet-and-confer issues. Such discussions are exempt from the Brown Act's requirement that matters before the Board be discussed in public. Attendance during the closed-session will be limited to directors, together with such support staff and legal counsel as determined necessary by directors for each subject under discussion.





# ***SOUTH FEATHER WATER & POWER AGENCY FINANCING CORPORATION***

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## **AGENDA**

ANNUAL MEETING OF THE BOARD OF DIRECTORS OF THE  
SOUTH FEATHER WATER AND POWER AGENCY FINANCING CORPORATION  
BOARD ROOM, 2310 ORO-QUINCY HIGHWAY, OROVILLE, CA.

**TUESDAY, FEBRUARY 27, 2024, 2:00 P.M.**

**1 Roll Call**

**2 Approval of Minutes:** Corporation Annual Meeting of January 24, 2023.

**3 Public Participation**

Individuals will be given an opportunity to address the Board remotely regarding matters not scheduled on the agenda, although the Board cannot take action on any matter not on the agenda. Comments will be limited to 5 minutes per speaker.

Opportunity for public comment on agenda items will be provided at the time they are discussed by the Board. Comments will be limited to 5 minutes per speaker per agenda item.

**4 Election of Officers**

Election of corporation officers for 2024.

**5 Report of Status of Projects**

Report by Executive Director Rath Moseley on status of projects and financing.

**6. Adjournment**

**MINUTES of the BOARD of DIRECTORS of the  
SOUTH FEATHER WATER & POWER AGENCY FINANCING CORPORATION  
Tuesday, January 24, 2023  
Conference Room, 2310 Oro Quincy Hwy. Oroville, California**

President Wulbern called the meeting to order at 5:27 p.m.

**DIRECTORS PRESENT:** Rick Wulbern, Mark Grover, John Starr, Brad Hemstalk, Ruth Duncan

**DIRECTORS ABSENT:** None

**STAFF PRESENT:** Cheri Richter, Finance Manager; Art Martinez, Manager of Information Systems; Dustin Cooper, Legal Counsel; Rath Moseley, General Manager.

**OTHERS PRESENT:**

**APPROVAL OF MINUTES**

M/S (Wulbern/Grover) approving the Minutes of the Meeting of January 25, 2022 as presented.  
AYES Duncan, Starr, Hemstalk  
ABSENT None

**PUBLIC PARTICIPATION – None**

**REPORT OF STATUS OF PROJECTS**

In 2003, Certificates of Participation (COPs) were sold, resulting in \$2,581,945 in net proceeds, and \$2,685,000 in total debt obligation. On November 25, 2003 the proceeds were deposited in trust at BNY Western Trust Company (trustee) in Los Angeles. Subsequently, \$260,694 was deposited into a reserve fund, and \$56,251 into a delivery cost fund, per the trust agreement, leaving \$2,265,000 available to the Agency for its Miners Ranch Treatment Plant Solar Photovoltaic Project and Office Remodel/Addition Project.

The solar project was completed and placed into operation in May 2004. The total expenditure for project purposes was \$2,033,097.

The remaining proceeds from the 2003 COPs, together with dividends earned in the amount of \$9,770, were designated for the Office Addition/Remodel project that was completed in 2006. The total expenditure for this project was \$241,673 (all in 2005).

At its August 28, 2012 meeting, the South Feather Water and Power Agency (SFWPA) Board of Directors adopted Resolution No. 12-08-01, authorizing the issuance of 2012 Water Revenue Refunding Bonds in the amount of \$3,342,264 to provide for the refunding of the 2003 COPs (\$2,295,000), along with the Agency's 1980 Miners Ranch Bonds (\$1,150,000). The refunding of the COPs was completed on October 19, 2012 with a Refunding Bond Agreement dated October 1, 2012 between SFWPA and the Bank of Nevada carrying an interest rate of 2.68%.

At its August 23, 2016 meeting, the South Feather Water and Power Agency Board of Directors adopted Resolution No. 16-08-01, authorizing the issuance of 2016 Certificates of Participations to refund all

outstanding 2012 Water Revenue Refunding Bonds (\$1,975,000) and provide funding for the construction of the Miners Ranch Water Treatment Plant Improvement Project (\$25,035,000). The certificates were underwritten by Stifel, Nicolaus & Company and closed on October 20, 2016, with All-In True Interest Cost of 3.26%.

At December 31, 2022, the outstanding principal balance due on the 2016 Certificates of Participation was \$23,760,000, with a final maturity of April 1, 2046. The Financing Corporation has no other debt at this time.

**ELECTION OF OFFICERS**

M/S	Grover/Duncan
AYES	Starr, Hemstalk, Wulbern
ABSENT	Non,

Selecting Rick Wulbern as President, and Ruth Duncan as Vice President; and, appointing Rath Moseley as Secretary and Executive Director and Cheri Richter as Chief Financial Officer.

**ADJOURNMENT**

There being no further business the meeting adjourned at 5:28 p.m.

\_\_\_\_\_  
Rath T. Moseley, Secretary

\_\_\_\_\_  
Rick Wulbern President



## **SOUTH FEATHER WATER & POWER AGENCY FINANCING CORPORATION**

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**TO:** Board of Directors  
SFWPA Financing Corporation

**FROM:** Rath Moseley, Executive Director

**DATE:** February 20, 2024

**RE:** Item #4 – Election of Officers  
(Agenda Item for 2/27/24 Annual Board Meeting)

The bylaws of the corporation provide that officers of the corporation be elected by the Board. Those officers are President, Vice President, Secretary and Chief Financial Officer. The Board – at its formation meeting in 1995 – also decided to appoint an Executive Director. Election of officers is to be done at each annual meeting.

The recommended form of action is to make the corporation officers the same as the Agency's officers, as follows:

**For 2024, I move that Rick Wulbern be elected President, that Ruth Duncan be elected Vice President, that Rath Moseley be appointed Secretary and Executive Director, and that Cheri Richter be appointed Chief Financial Officer.**



## **SOUTH FEATHER WATER & POWER AGENCY FINANCING CORPORATION**

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**TO:** Board of Directors  
SFWPA Financing Corporation

**FROM:** Rath Moseley, Executive Director

**DATE:** February 20, 2024

**RE:** Report of Status of Projects  
(Agenda Item for 2/27/24 Annual Board Meeting)

In 2003, Certificates of Participation (COPs) were sold, resulting in \$2,581,945 in net proceeds, and \$2,685,000 in total debt obligation. On November 25, 2003 the proceeds were deposited in trust at BNY Western Trust Company (trustee) in Los Angeles. Subsequently, \$260,694 was deposited into a reserve fund, and \$56,251 into a delivery cost fund, per the trust agreement, leaving \$2,265,000 available to the Agency for its Miners Ranch Treatment Plant Solar Photovoltaic Project and Office Remodel/Addition Project.

The solar project was completed and placed into operation in May 2004. The total expenditure for project purposes was \$2,033,097.

The remaining proceeds from the 2003 COPs, together with dividends earned in the amount of \$9,770, were designated for the Office Addition/Remodel project that was completed in 2006. The total expenditure for this project was \$241,673 (all in 2005).

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At December 31, 2023, the outstanding principal balance due on the 2016 Certificates of Participation was \$23,105,000, with a final maturity of April 1, 2046. The Financing Corporation has no other debt at this time.



# ***SOUTH FEATHER WATER & POWER AGENCY***

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**TO: Board of Directors**

**FROM: Kristen McKillop, Regulatory Compliance Manager**

**DATE: February 22, 2024**

**RE: General Information (regarding matters not scheduled on agenda)  
February 27, 2024 Board of Directors Meeting**

## **REGULATORY COMPLIANCE**

### **OWNERS DAM SAFETY PROGRAM COMPLIANCE**

The Agency owns and operates nine dams under the Owners Dam Safety Program. As a Federal Energy Regulatory Commission (FERC) licensee operating the South Feather Power Project, there are eight dams under federal jurisdiction. The ninth dam is jurisdictional to the California Department of Water Resources, as are all eight associated with the Power Project. Because we have multiple dams classified as having a high hazard potential, the Agency must maintain an Owners Dam Safety Program. The Agency's Owner Dam Safety Program (ODSP) documents the roles and responsibilities of all personnel within SFWPA, including contractors and consultants, who are directly responsible for SFWPA's dam safety program. The ODSP also documents the Agency's dam safety policies and operational protocols that ensure the safety of the public, employees, and the environment, in addition to maintaining compliance with all applicable laws, rules, and regulation. Updates to this plan are currently underway in order to ensure compliance, as an output of the ODSP External Audit conducted last year.

### **ANNUAL FERC REQUIREMENTS:**

- Annual site inspections.
- Review and updates as-needed to the Owners Dam Safety Program, Emergency Action Plan, Site Specific Security Plans, Public Safety Plan, and Supporting Technical Information Documents (STID).
- Report submissions on DSSMR, EAP/EAP Exemption, Annual Security Compliance Certification, Spillway Gate Operation, and Annual Penstock Dewatering Schedule (during Powerhouse outages).
- Relicensing Information Inquiries.

## **ANNUAL DSOD REQUIREMENTS:**

- Annual site inspections.
- Variance Requests for Gate Ops.
- Report submissions on DSSMR, EAP, and Spillway Clearance.

## **ANNUAL TRAININGS:**

- Emergency Action Plan for staff and emergency response Binder Holders.
- Site Specific Security Plans.
- Dam Safety Technical Trainings.

## **ODSP HIGHLIGHT #1 - LITTLE GRASS VALLEY DAM:**



- Location: 64 miles from SFWPA Board room.
- Year Constructed: 1961
- Dam Type: Zoned Embankment
- Jurisdictional authority: FERC, DSOD, Plumas Co Sheriff (both land and water).
- Work to be done this year: Recoating of low-level outlet actuator and valve chamber, subject matter expert analysis of spillway ogee drains, and geology adjacent to and below spillway.
- Inspection requirements: Quarterly CDSC, Annual FERC & DSOD, ongoing staff observations.
- DSSMR instrumentation: 15 dam crest survey monuments, upstream/inflow gages, reservoir stage gage, downstream/outflow gage.