



COUNTY OF HUMBOLDT


AGENDA ITEM NO.

C-21

For the meeting of: December 8, 2015

Date: November 19, 2015

To: Board of Supervisors

From:  Thomas K. Mattson, Public Works Director

Subject: Cooperative Agreement with U.S. Fish and Wildlife Service and Memorandum of Understanding with Bureau of Reclamation related to Flow Management and Fisheries on the Lower Klamath and Trinity Rivers, and Supplemental Budget for Water Management (1100251) *(4/5 Vote Required)*

RECOMMENDATION(S):

That the Board of Supervisors:

1. Approves the attached Notice of Cooperative Agreement Award F15AC00927 with U.S. Fish and Wildlife Service for Technical Planning and Community Outreach Relating to Flow and Aquatic Restoration on the Lower Klamath and Trinity Rivers;
2. Adopts the following supplemental budget for FY 2015-16 (4/5 Vote Required):
Revenue: 1100251-550095 Fed Fish & Wildlife Service Grant \$ 35,750
Expenditure: 1100251-3928 Expense Transfers \$ 35,750
3. Authorizes Supervisor Sundberg to sign the attached Memorandum of Understanding between the U.S. Department of the Interior, Bureau of Reclamation and Humboldt County as a Cooperating Agency for the preparation of an Environmental Impact Statement for the Long-Term Plan for Protecting Late Summer Adult Salmon in the Lower Klamath River.

SOURCE OF FUNDING: Water Management (1100251)

Prepared by Hank Seemann

CAO Approval 

REVIEW:

Auditor _____ County Counsel _____ Human Resources _____ Other _____

TYPE OF ITEM:

☒ Consent
☐ Departmental
☐ Public Hearing
☐ Other _____

PREVIOUS ACTION/REFERRAL:

Board Order No. _____


Meeting of: _____

BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT

Upon motion of Supervisor *Lovelace* Seconded by Supervisor *Bass*
Ayes *Sundberg, Lovelace, Fennell, Bohn, Bass*
Nays _____
Abstain _____
Absent _____

and carried by those members present, the Board hereby approves the recommended action contained in this Board report.

Dated: *Dec. 8, 2015*

By: 
Kathy Hayes, Clerk of the Board

DISCUSSION:

Starting in 2012, Public Works, the County Administrative Office, Supervisors Sundberg and Lovelace, and Waterman & Associates have collaborated to pursue funding from the federal Department of Interior to support the County's involvement in water management and fisheries issues on the Lower Klamath and Trinity Rivers. These efforts bore fruit this year when the U.S. Fish and Wildlife Service awarded a total of \$71,500 to be spread over two years (through July 31, 2017). The funds are intended to support a portion of a Senior Environmental Analyst position within Public Works to actively participate in and contribute to various flow management, fisheries, and aquatic habitat restoration related technical workgroups in the Klamath/Trinity Basin. The position will also provide technical assistance and coordination with the Board, federal and state agencies, tribes, and other stakeholders. The notice of award for the funding is provided in Attachment 1. By approving the notice of award, the Board is approving the cooperating agreement enclosed therein.

The Bureau of Reclamation is developing a Long-term Plan for Protecting Late Summer Adult Salmon in the Lower Klamath River ("Lower Klamath Plan"). Associated with this plan is the preparation of an Environmental Impact Statement for compliance with the federal National Environmental Policy Act (NEPA). Humboldt County received an invitation letter (Attachment 2) to participate as a cooperating agency in the Bureau's NEPA process. Responsibilities of a cooperating agency include assisting in identifying issues to be addressed in the Environmental Impact Statement, developing and analyzing data, identifying alternatives, estimating effects, and reviewing draft documents. Humboldt County is in a unique position to assist with the development of the Lower Klamath Plan due to the County's longstanding but recently recognized contract with the Bureau of Reclamation for an annual quantity of not less than 50,000 acre-feet of water to be released from Trinity Reservoir for beneficial use. A Memorandum of Understanding to create the cooperative agency relationship between the Bureau of Reclamation and Humboldt County is provided in Attachment 3. The Bureau inserted Supervisor Sundberg's name on the draft Memorandum of Understanding because the Humboldt County portions of the Klamath and Trinity Rivers are within the fifth supervisorial district.

The funding provided by U.S. Fish and Wildlife Service will support the County's involvement as cooperating agency on the Bureau of Reclamation's preparation of the Lower Klamath Plan and Environmental Impact Statement.

FINANCIAL IMPACT:

The funding provided by U.S. Fish and Wildlife Service is based on a cost-share by the County of \$30,000 over two years. The amount of \$15,000 was incorporated into the Fiscal Year 2015-16 budget for this purpose.

The requested action will advance the County's core role of creating opportunities for improved safety and health. In addition, the action will support the Board's priorities for advancing local interests in natural resource discussions and building inter-jurisdictional and regional cooperation.

OTHER AGENCY INVOLVEMENT:

U.S. Fish and Wildlife Service, Bureau of Reclamation

ATTACHMENTS:

- 1 Notice of Cooperative Agreement Award F15AC00927
- 2 Invitation Letter from Bureau of Reclamation
- 3 Memorandum of Understanding

Attachment 1

Notice of Cooperative Agreement Award F15AC00927

SEP 30 2015



United States Department of the Interior

FISH AND WILDLIFE SERVICE
Pacific Southwest Region
2800 Cottage Way, Suite W- 2606
Sacramento, California 95825



In Reply Refer To:
FWS/F15AC00927

Thomas Mattson, Director
Humboldt County Public Works
1106 Second Street
Eureka, CA 95501
DUNS: 969001564

Subject: Notice of Cooperative Agreement Award F15AC00927

PUBLIC WORKS	
<input checked="" type="checkbox"/>	DIR
<input type="checkbox"/>	AV
<input checked="" type="checkbox"/>	BUS
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<input type="checkbox"/>	FM
<input type="checkbox"/>	BLDG
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Dear Mr. Thomas Mattson:

Your organization's application for Federal financial assistance titled "Technical Planning and Community Outreach Relating to Flow and Aquatic Restoration on the Lower Klamath and Trinity Rivers" submitted to the U.S. Fish and Wildlife Service (Service)'s CFDA Program 15.608 is approved. This award is made under the authority of: Fish and Wildlife Act of 1956, as amended, 16 U.S.C. 742a-742j. For a complete list of this program's authorizing legislation, go to <https://www.cfda.gov/> and search by the CFDA Program number. This award is made based on Service approval of your organization's proposal signed on 8/28/2015, hereby incorporated by reference into this award.

Funds under this award are to be used to establish a Senior Environmental Analyst position to actively participate in and contribute to various flow management, fisheries, and aquatic habitat restoration related technical workgroups in the Klamath/Trinity Basin. The position will also provide technical assistance and guidance to the Humboldt County Board of Supervisors and its constituents.

The Service Will:

- Work in Coordination with Humboldt County Public Works on water and fishery related issues and management of the Klamath/Trinity Basin.
- Provide technical assistance to Humboldt County Public Works to assist them in their efforts to foster technical collaboration between the Service, Humboldt County, and other federal and state agencies, and tribes in protecting, restoring and or managing water and fisheries related sources in the Klamath/Trinity Basin.

- Meet periodically with the Senior Environmental Analyst to discuss current and potential upcoming issues, such as juvenile and adult fish, Klamath and Trinity River water management, Trinity River restoration actions, etc.

The Recipient Will:

- Participate in technical workgroup discussions relating to the recovery of Coho Salmon; recovery and/or protection of other anadromous fishes; improvements in water quality, quantity, and TMDL issues; hydropower relicensing; and current and future fish and associated aquatic habitats, water quality, and availability of water resources in the Lower Klamath Basin.
- Participate in Klamath/Trinity Basin stakeholder meetings, including those open to the general public.
- Provide regular updates to the County Board of Supervisors and citizens on regulatory and management issues in the Klamath/Trinity Basin.
- Provide technical assistance and guidance to Board members representing the County at Klamath/Trinity Basin natural resource meetings.
- Participate in restoration planning efforts and contribute to Service efforts to foster science-based restoration and monitoring work in the Klamath/Trinity basin. Coordinate with federal and state agencies, tribes, and other stakeholders in developing and hosting workshops to provide information on fish habitat restoration actions to the local community.
- Increase public understanding of fisheries and fish habitat restoration and water quality and quantity issues in the Klamath/Trinity Basin by implementing public outreach through various means, including presentations at County Board meetings and open public forums and through newspaper, radio, and internet outlets.
- Speak to constituents including private landowners, public groups and others about fishery restoration issues in the Klamath/Trinity Basin. Provide abbreviated summaries of constituent response to Klamath/Trinity Basin stakeholder meetings and to the Service in general updates and required semi-annual progress reports.
- Coordinate with the Service, other federal agencies, state, and local agencies, tribes, and other organizations working on water and fishery related issues and management in the Klamath/Trinity Basin. The staff position assigned to complete tasks included in the statement of work will focus primarily on federal issues and developments in the Klamath/Trinity basin that directly impact Humboldt County.
- Meet periodically with Service representatives (Regional, Arcata Fish and Wildlife Office Fisheries program and or Trinity River Restoration program staff) to share information, provide updates on work progress, collaborate on restoration planning and implementation, and to discuss current and potential upcoming issues, such as juvenile and adult fish, Klamath and Trinity River water management, Trinity River restoration actions, etc. request for meetings may come from either party, but should occur at least quarterly.
- Work with the Service and other federal, state and tribal personnel as needed to develop strategies and water operations plans pertaining to the use of the County's water rights from the Klamath/Trinity Basin.

Type of Agreement:

- ☐ Grant Agreement
☒ Cooperative Agreement
☐ Fire Agreement
☐ Challenge Cost Share
☐ CESU Master Agmt # _____
☐ NRDA

Program:

- ☒ Fisheries Program
☐ Refuges Program
☐ Ecological Services Program
☐ Science Applications
☐ Migratory Birds
☐ National Wetlands Inventory

Type of Organization:

- ☐ State Government
☐ Tribal
☐ Higher Education Inst.

- ☒ Local Government
☐ Non-Profit Organization
☐ For Profit Organization
☐ Private Individual

SAM Registration expires: 07/05/2015

Performance Period:

The performance period of this award is September 20, 2015 through July 31, 2017. Only allowable costs resulting from obligations incurred during the performance period may be charged to this award. All obligations incurred under the award must be liquidated no later than 90 calendar days after the end of the performance period. You must submit a written request to the Service Project Officer identified in the Project Contacts section below before the end of the stated performance period if you need more time to liquidate all obligations.

Funding:

This award is funded as follows:

	<u>Service</u>	<u>Recipient</u>
This obligation:	\$71,500.00	\$30,000.00
Award Total:	\$71,500.00	\$30,000.00

System for Award Management (SAM) Registration: Under the terms and conditions of this award, your organization must maintain an active SAM registration at <https://www.sam.gov/portal/public/SAM/> until the final financial report is submitted or final payment is received, whichever is later. If your organization's SAM registration expires during the required period, the Service will suspend payment under this and all other Service awards to your organization until you update your organization's SAM registration.

Terms of Acceptance:

Acceptance of a financial assistance award (i.e., grant or cooperative agreement) from the Service carries with it the responsibility to be aware of and comply with the terms and conditions applicable to the award. Acceptance is defined as the start of work, drawing down funds, or accepting the award via electronic means. Awards are based on the application submitted to and approved by the Service. Awards are subject to the terms and conditions incorporated into the notice of award either by direct citation or by reference to the following: Federal regulations; program legislation or regulation; and special award terms and conditions. The terms and conditions of Service awards flow down to

subrecipients and contractors, unless a particular award term or condition specifically indicates otherwise. The Federal regulations applicable to Service recipients and their subrecipients and contractors are listed by recipient type in the **Service Financial Assistance Award Terms and Conditions** posted on the Internet at <http://www.fws.gov/grants/>. If you do not have access to the Internet and require a printed copy of the award terms and conditions, contact the Service Project Officer identified below.

Payments:

Your organization has completed enrollment in U.S. Treasury's Automated Standard Application for Payment (ASAP) system. When requesting payment in ASAP, your Payment Requestor will be required to enter an Account ID. The number assigned to this award is the partial Account ID in ASAP. When entering the Account ID in ASAP, the Payment Requestor should enter the award number identified in the subject line on letter followed by a percent sign (%). Refer to the ASAP.gov Help menu for detailed instructions on requesting payments in ASAP

Reporting Requirements:

Financial and Performance Reporting Requirements:

Semi-annual interim financial and performance reports and final financial and performance reports are required under this award. The report periods and due dates under this award are:

Report:	Report Period:	Report Due Date:
Interim financial & performance	September 20, 2015 – December 31, 2015	January 30, 2016
Interim financial & performance	January 1, 2016 – June 30, 2016	July 30, 2016
Interim financial & performance	July 1, 2016 – December 31, 2016	January 30, 2017
Interim financial & performance	January 1, 2017 – June 30, 2017	July 31, 2017
Final financial	September 20, 2015 – June 30, 2017	July 31, 2017
Final performance	September 20, 2015 – June 30, 2017	July 31, 2017

Recipients must use the Standard Form (SF) 425, *Federal Financial Report* form for all financial reporting. This form is available at http://www.whitehouse.gov/omb/grants_forms/.

Performance reports must contain: 1) a comparison of actual accomplishments with the goals and objectives of the award as detailed in the approved scope of work; 2) a description of reasons why established goals were not met, if appropriate; and 3) any other pertinent information relevant to the project results. Please include the Service award number provided in the subject line of this letter on all reports.

Financial and performance reporting due dates may be extended by the Service upon receipt of a written request addressed to the Service Project Officer identifying the type of report to be extended, the requested revised due date, and a justification for the extension. The Service Project Officer may approve an additional extension if justified by a catastrophe that significantly impairs the Recipient's operations. Requests for reporting due date extensions must be received by the Service Project Officer no later than one day before the original reporting due date.

Significant Developments Reports (see 2 CFR 200.328(d)):

Events may occur between the scheduled performance reporting dates that have significant impact upon the supported activity. In such cases, notify the Service Project Officer in writing as soon as the following types of conditions become known:

- Problems, delays, or adverse conditions that will materially impair the ability to meet the objective of the Federal award. This disclosure must include a statement of any corrective action(s) taken or contemplated, and any assistance needed to resolve the situation.
- Favorable developments that enable meeting time schedules and objectives sooner or at less cost than anticipated or producing more or different beneficial results than originally planned.

Conflict of Interest Disclosures:

Recipients are responsible for notifying the Service Project Officer in writing of any actual or potential conflicts of interest that may arise during the life of this award. Conflicts of interest include any relationship or matter which might place the Recipient, the Recipient's employees, or the Recipient's subrecipients in a position of conflict, real or apparent, between their responsibilities under this award and any other outside interests. Conflicts of interest may also include, but are not limited to, direct or indirect financial interests, close personal relationships, positions of trust in outside organizations, consideration of future employment arrangements with a different organization, or decision-making affecting the award that would cause a reasonable person with knowledge of the relevant facts to question the impartiality of the Recipient, the Recipient's employees, or the Recipient's subrecipients in the matter. Upon receipt of such a notice, the Service Project Officer in consultation with their Ethics Counselor will determine if a conflict of interest exists and, if so, if there are any possible actions to be taken by the Recipient, the Recipient's employee(s), or the Recipient's subrecipient(s) that could reduce or resolve the conflict. Failure to resolve conflicts of interest in a manner that satisfies the Service may result in any of the remedies described in 2 CFR 200.338, Remedies for Noncompliance, including termination of this award.

Other Mandatory Disclosures:

Recipients and their subrecipients must disclose, in a timely manner, in writing to the Service or pass-through entity all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting this award. Failure to make required disclosures can result in any of the remedies described in 2 CFR 200.338, Remedies for noncompliance, including suspension or debarment (See 2 CFR 200.113, 2 CFR Part 180, and 31 U.S.C. 3321).

Project/Program Plan and Budget Revisions:

Recipients are required to report deviations from budget or project scope or objective, and request prior approvals for budget and program plan revisions in accordance with 2 CFR 200.308 unless otherwise specifically waived in this award.

Period of Performance Extensions:

If additional time is needed to complete the approved project, you must send written notice to the Service Project Officer. This notice must be received by the Service Project Officer at least 60 calendar days before the authorized performance period end date, and must include supporting reasons and revised end date. Extensions for time cannot be authorized for the purpose of spending an unused balance of funds that remains after the approved project activities have been completed.

Project Contacts:

The Service Project Officer for this award is:	The Recipient Project Officer for this award is:
Nick Hetrick Arcata Fish and Wildlife Office 1655 Heindon Road Arcata, CA 95521 (707) 822-7201 Nick_hetrick@fws.gov	Thomas Mattson Humboldt County Public Works (Environmental Services) 1106 Second Street Eureka, CA 95501 (707) 445-7491 tmattson@humboldt.ca.us

Please contact Nick Hetrick with any questions. Please include the Service award number provided in the subject line of this letter in all written communications.

Sincerely,



Robert Clarke, Jr.
Fisheries Program Supervisor

9/23/15
Date

Attachments:

Budget

SOW

Terms and Conditions (Standard)

BUDGET INFORMATION - Non-Construction Programs

OMB Number: 4040-0006
Expiration Date: 06/30/2014

SECTION A - BUDGET SUMMARY

Grant Program Function or Activity (a)	Catalog of Federal Domestic Assistance Number (b)	Estimated Unobligated Funds		New or Revised Budget		
		Federal (c)	Non-Federal (d)	Federal (e)	Non-Federal (f)	Total (g)
1. Fish and Wildlife Management Assistance	15.608	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text" value="71,500.00"/>	\$ <input type="text" value="30,000.00"/>	\$ <input type="text" value="101,500.00"/>
2.	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
3.	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
4.	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
5. Totals		\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text" value="71,500.00"/>	\$ <input type="text" value="30,000.00"/>	\$ <input type="text" value="101,500.00"/>

SECTION B - BUDGET CATEGORIES

6. Object Class Categories	GRANT PROGRAM, FUNCTION OR ACTIVITY				Total (5)
	(1)	(2)	(3)	(4)	
	Fish and Wildlife Management Assistance				
a. Personnel	\$ 55,373.00	\$	\$	\$	\$ 55,373.00
b. Fringe Benefits	40,605.00				40,605.00
c. Travel	5,522.00				5,522.00
d. Equipment					
e. Supplies					
f. Contractual					
g. Construction					
h. Other					
i. Total Direct Charges (sum of 6a-6h)	101,500.00				\$ 101,500.00
j. Indirect Charges					\$
k. TOTALS (sum of 6i and 6j)	\$ 101,500.00	\$	\$	\$	\$ 101,500.00
7. Program Income	\$	\$	\$	\$	\$

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Standard Form 424A (Rev. 7- 97)
Prescribed by OMB (Circular A -102) Page 1A

SECTION C - NON-FEDERAL RESOURCES				
(a) Grant Program	(b) Applicant	(c) State	(d) Other Sources	(e)TOTALS
8. Fish and Wildlife Management Assistance	\$ 30,000.00	\$	\$	\$ 30,000.00
9.				
10.				
11.				
12. TOTAL (sum of lines 8-11)	\$ 30,000.00	\$	\$	\$ 30,000.00

SECTION D - FORECASTED CASH NEEDS					
	Total for 1st Year	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
13. Federal	\$ 35,750.00	\$ 5,363.00	\$ 8,937.00	\$ 12,513.00	\$ 8,937.00
14. Non-Federal	\$ 15,000.00	2,250.00	3,750.00	5,250.00	3,750.00
15. TOTAL (sum of lines 13 and 14)	\$ 50,750.00	\$ 7,613.00	\$ 12,687.00	\$ 17,763.00	\$ 12,687.00

SECTION E - BUDGET ESTIMATES OF FEDERAL FUNDS NEEDED FOR BALANCE OF THE PROJECT				
(a) Grant Program	FUTURE FUNDING PERIODS (YEARS)			
	(b)First	(c) Second	(d) Third	(e) Fourth
16. Fish and Wildlife Management Assistance	\$ 50,750.00	\$	\$	\$
17.				
18.				
19.				
20. TOTAL (sum of lines 16 - 19)	\$ 50,750.00	\$	\$	\$

SECTION F - OTHER BUDGET INFORMATION	
21. Direct Charges:	22. Indirect Charges:
23. Remarks: Indirect charges will not be charged.	

AGREEMENT XXXXXXXXXX

Participation in Technical Planning and Community Outreach Relating to Flow and Aquatic Habitat Restoration in the lower Klamath and Trinity River

I. STATEMENT OF WORK

The U. S. Fish and Wildlife Service (Service) and Humboldt County (County) deem it mutually beneficial to have the County establish a Senior Environmental Analyst position to actively participate in and contribute to various flow management-, fisheries-, and aquatic habitat restoration-related technical workgroups in the Klamath/Trinity Basin. The position will also provide technical assistance and guidance to the Humboldt County Board of Supervisors to help them make informed decisions regarding Klamath/Trinity Basin issues that impact the County and its constituents. The position will work with the Service, as well as other federal and state agencies and tribes to review and analyze data and associated management plans and recommendations relating to regulatory and management decisions concerning water and associated resource challenges in the Klamath/Trinity Basin. The position will provide regular updates to the Service and to the Board of Supervisors and County citizens relating to Klamath/Trinity Basin natural resource issues. This position will benefit the Service, County, and the general public these government entities serve by fostering technical collaboration between the Service, Humboldt County, and other federal and state agencies, and tribes in protecting, restoring and/or managing water- and fisheries-related resources in the Klamath/Trinity Basin.

II. PERFORMANCE PERIOD. December 31, 2015 - July 31, 2017

Funds will be provided by the Service and County to support tasks detailed in this Statement of Work, which will be of mutual benefit to both funding entities, will be used to support salary costs and travel for work accomplished between December 31, 2015 and July 31, 2017.

III. TASKS

1. Participate in technical workgroup discussions relating to the recovery of Coho Salmon; recovery and/or protection of other anadromous fishes; improvements in water quality, quantity and TMDL issues; hydropower relicensing; and current and future fish and associated aquatic habitat restoration efforts aimed at improving the fisheries, aquatic habitats, water quality, and availability of water resources in the Lower Klamath Basin.
2. Participate in Klamath/Trinity Basin stakeholder meetings, including those open to the general public.
3. Provide regular updates to the County Board of Supervisors and citizens on regulatory and management issues in the Klamath/Trinity Basin.
4. Provide technical assistance and guidance to Board members representing the County at Klamath/Trinity Basin natural resource meetings.

5. Participate in restoration planning efforts and contribute to Service efforts to foster science-based restoration and monitoring work in Klamath/Trinity Basin. Coordinate with federal and state agencies, tribes, and other stakeholders in developing and hosting workshops to provide information on fish habitat restoration actions to the local community
6. Increase public understanding of fisheries and fish habitat restoration and water quality and quantity issues in the Klamath/Trinity Basin by implementing public outreach through various means, including presentations at County Board meetings and open public forums and through newspaper, radio and internet outlets.
7. Speak to constituents including private landowners, public groups and others about fishery restoration issues in the Klamath/Trinity Basin. Provide abbreviated summaries of constituent response at Klamath/Trinity Basin stakeholder meetings and to the Service in general updates and required semi-annual progress reports.
8. Coordinate with the Service, other federal, state, and local agencies, tribes, and other organizations working on water- and fishery-related issues and management in the Klamath/Trinity Basin. The staff position assigned to complete tasks included in the statement of work will focus primarily on federal issues and developments in the Klamath/Trinity Basin that directly impact Humboldt County.
9. Meet periodically with Service representatives (Regional, Arcata Fish and Wildlife Office Fisheries Program and/or Trinity River Restoration Program staff) to share information, provide updates on work in progress, collaborate on restoration planning and implementation, and to discuss current and potential up-coming issues, such as juvenile and adult fish health fish, Klamath and Trinity River water management, Trinity River restoration actions, etc. Request for meetings may come from either party, but should occur at least quarterly.
10. Work with the Service and other federal, state and tribal personnel as needed to develop strategies and water operations plans pertaining to the use of the County's water rights from the Klamath/Trinity Basin.

IV. DELIVERABLES:

Federal financial reports (Form: SF-425) and written performance reports on products and/or work carried out to complete the tasks outlined in section A are required as follows:

Report	Report period	Report due date
SF-425 and Semi-annual performance reports	1. Award date – December 31, 2015	January 30, 2016
	2. January 1 – June 30, 2016	July 30, 2016
	3. July 1 – December 31, 2016	January 30, 2017
	4. January 1 – June 30, 2017	July 31, 2017

V. ESTIMATED BUDGET

a. Local Share (Humboldt County)	\$15,000.00 (\$30,000)
b. Federal Share (USFWS)	\$35,750.00 (\$71,500)
TOTAL:	\$50,750.00 (\$101,500)

U.S. Fish and Wildlife Service Financial Assistance Award Terms and Conditions

Acceptance of a financial assistance award (i.e., grant or cooperative agreement) from the U.S. Fish and Wildlife Service (Service), Department of the Interior (Interior) carries with it the responsibility to be aware of and comply with the terms and conditions of award. Acceptance is defined as the start of work, drawing down funds, or accepting the award via electronic means. Awards are based on the application submitted to and approved by the Service. Awards from the Service are subject to the terms and conditions incorporated into the award either by direct citation or by reference to the following: Federal regulations; program legislation or regulation; and special award terms and conditions. The terms and conditions of Service awards flow down to subrecipients and contractors, unless a particular award term or condition specifically indicates otherwise. The Federal regulations applicable to Service grant and cooperative agreement award recipients and their subrecipients and contractors are:

Commercial Organizations

General

43 CFR Part 12, Subpart A, Administrative and Audit Requirements and Cost Principles for Assistance Programs

Cost Principles

48 CFR 1, Subpart 31.2, Contracts with Commercial Organizations

Other Requirements

2 CFR Part 25, Universal Identifier and Central Contractor Registration

2 CFR Part 170, Reporting Subawards and Executive Compensation

2 CFR Part 175, Award Term for Trafficking in Persons

2 CFR Part 1400, Government-wide Debarment and Suspension (Non-procurement)

2 CFR Part 1401, Requirements for Drug-Free Workplace (Financial Assistance)

43 CFR 18, New Restrictions on Lobbying: Submission of an application also represents the applicant's certification of the statements in 43 CFR Part 18, Appendix A, Certification Regarding Lobbying.

41 USC §4712, Pilot Program for Enhancement of Recipient and Subrecipient Employee Whistleblower Protection: This requirement applies to all awards issued after July 1, 2013 and shall be in effect until January 1, 2017.

- (a) This award and related subawards and contracts over the simplified acquisition threshold and all employees working on this award and related subawards and contracts over the simplified acquisition threshold are subject to the whistleblower rights and remedies in the pilot program on award recipient employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (P.L. 112-239).
- (b) Recipients, and their subrecipients and contractors awarded contracts over the simplified acquisition threshold related to this award, shall inform their employees in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 U.S.C. 4712.
- (c) The recipient shall insert this clause, including this paragraph (c), in all subawards and contracts over the simplified acquisition threshold related to this award.

41 USC §6306, Prohibition on Members of Congress Making Contracts with Federal Government: No member of or delegate to Congress or Resident Commissioner shall be admitted to any share or part of this award, or to any benefit that may arise therefrom; this provision shall not be construed to extend to an award made to a corporation for the public's general benefit.

Executive Order 13513, Federal Leadership on Reducing Text Messaging while Driving: Recipients are encouraged to adopt and enforce policies that ban text messaging while driving, including conducting initiatives of the type described in section 3(a) of the order.

Foreign Public Entities and Organizations

A foreign public entity is: (a) A foreign government or foreign governmental entity; (b) A public international organization covered under the International Organizations Immunities Act (22 USC 288-288f); (c) an entity owned in whole or in part or controlled by a foreign government; or (d) Any other entity consisting wholly or partially of one or more foreign governments or foreign governmental entities.

A foreign organization is a public or private organization located in a country other than the United States and its territories that is subject to the laws of the country in which it is located, irrespective of the citizenship of project staff or place of performance. Foreign organizations include, but are not limited to: private nongovernmental organizations, charitable organizations that are nonprofit and tax exempt under the laws of their country of domicile and operation, universities, colleges, educational institutions, private foundations, and hospitals.

For foreign public entities and organizations, the notice of award document will detail all administrative and cost-related requirements and restrictions. Foreign individuals are not covered by this section and must refer to the Individuals section below.

Other Requirements

2 CFR Part 25, Universal Identifier and Central Contractor Registration

2 CFR Part 175, Award Term for Trafficking in Persons (applicable to private entity sub-recipients)

2 CFR Part 1400, Government-wide Debarment and Suspension (Non-procurement): Applies to all foreign entities *except*: foreign governments, foreign governmental entities, public international organizations, any entity owned in whole or in part or controlled by a foreign government and any entity made up of one or more foreign governments or foreign governmental entities.

43 CFR 13, New Restrictions on Lobbying: Submission of an application also represents the applicant's certification of the statements in 43 CFR Part 13, Appendix A, Certification Regarding Lobbying.

41 USC §6306, Prohibition on Members of Congress Making Contracts with Federal Government: No member of or delegate to the United States Congress or Resident Commissioner shall be admitted to any share or part of this award, or to any benefit that may arise therefrom; this provision shall not be construed to extend to an award made to a corporation for the public's general benefit.

Executive Order 13513, Federal Leadership on Reducing Text Messaging while Driving: Recipients are encouraged to adopt and enforce policies that ban text messaging while driving, including conducting initiatives of the type described in section 3(a) of the order.

Individuals

An individual is any person applying for or receiving Federal funds under a grant or cooperative agreement award separate from any business or non-profit organization he/she may operate. For individuals, the notice of award document will detail all administrative and cost-related requirements and restrictions.

Other Requirements

2 CFR Part 175, Award Term for Trafficking in Persons

2 CFR Part 1400, Government-wide Debarment and Suspension (Non-procurement)

2 CFR Part 1401, Requirements for Drug-Free Workplace (Financial Assistance)

43 CFR 13, New Restrictions on Lobbying (submission of an application also represents the applicant's certification of the statements in 43 CFR Part 13, Appendix A, Certification Regarding Lobbying.

41 USC §6306, Prohibition on Members of Congress Making Contracts with Federal Government: No member of or delegate to Congress or Resident Commissioner shall be admitted to any share or part of this award, or to any benefit that may arise therefrom; this provision shall not be construed to extend to an award made to a corporation for the public's general benefit.

Executive Order 13513, Federal Leadership on Reducing Text Messaging while Driving: Recipients who are individuals are encouraged to not engage in text messaging when driving a vehicle while conducting activities funded under this award.

Institutions of Higher Education, Hospitals and other Non-Profit Organizations

General

43 CFR Part 12, Subpart A, Administrative and Audit Requirements and Cost Principles for Assistance Programs

Administrative Guidelines

2 CFR Part 215, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and other Non-Profit Organizations

43 CFR Part 12, Subpart F, Uniform Administrative Requirements for Grants and Cooperative Agreements with Institutions of Higher Education, Hospitals, other Non-Profits

Cost Principles

Publicly financed institutions of higher education: 2 CFR Part 220, Cost Principles for Educational Institutions

Non-profits listed in Attachment C of OMB Circular A-122: 43 CFR 1, Subpart 31.2, Contracts with Commercial Organizations

All other non-profits: 2 CFR Part 230, Cost Principles for Non-Profit Organizations

Hospitals: 45 CFR part 74, Appendix E, Principles for Determining Costs Applicable to Research and Development Under Grants and Contracts with Hospitals

Audit Requirements

Non-profits: OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations

Other Requirements

2 CFR Part 25, Universal Identifier and Central Contractor Registration

2 CFR Part 170, Reporting Subawards and Executive Compensation

2 CFR Part 175, Award Term for Trafficking in Persons

2 CFR Part 1400, Government-wide Debarment and Suspension (Non-procurement)

2 CFR Part 1401, Requirements for Drug-Free Workplace (Financial Assistance)

43 CFR 18, New Restrictions on Lobbying: Submission of an application also represents the applicant's certification of the statements in 43 CFR Part 18, Appendix A, Certification Regarding Lobbying.

41 USC §4712, Pilot Program for Enhancement of Recipient and Subrecipient Employee Whistleblower Protection: This requirement applies to all awards issued after July 1, 2013 and shall be in effect until January 1, 2017.

- (a) This award and related subawards and contracts over the simplified acquisition threshold and all employees working on this award and related subawards and contracts over the simplified acquisition threshold are subject to the whistleblower rights and remedies in the pilot program on award recipient employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (P.L. 112-239).
- (b) Recipients, and their subrecipients and contractors awarded contracts over the simplified acquisition threshold related to this award, shall inform their employees in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 U.S.C. 4712.
- (c) The recipient shall insert this clause, including this paragraph (c), in all subawards and contracts over the simplified acquisition threshold related to this award.

41 USC §6306, Prohibition on Members of Congress Making Contracts with Federal Government: No member of or delegate to Congress or Resident Commissioner shall be admitted to any share or part of this award, or to any benefit that may arise therefrom; this provision shall not be construed to extend to an award made to a corporation for the public's general benefit.

Executive Order 13513, Federal Leadership on Reducing Text Messaging while Driving: Recipients are encouraged to adopt and enforce policies that ban text messaging while driving, including conducting initiatives of the type described in section 3(a) of the order.

State, Local and Federally-recognized Indian Tribal Governments

General

43 CFR Part 12, Subpart A, Administrative and Audit Requirements and Cost Principles for Assistance Programs

Administrative Guidelines

OMB Circular A-102, Grants and Cooperative Agreements with State and Local Governments

43 CFR Part 12, Subpart C, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments

Cost Principles

2 CFR Part 225, Cost Principles for State, Local, and Indian Tribal Governments (OMB Circular A-87)

Audit Requirements

OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations

Other Requirements

2 CFR Part 25, Universal Identifier and Central Contractor Registration

2 CFR Part 170, Reporting Subawards and Executive Compensation

2 CFR Part 175, Award Term for Trafficking in Persons (applicable to private entity sub-recipients)

2 CFR Part 1400, Government-wide Debarment and Suspension (Non-procurement)

2 CFR Part 1401, Requirements for Drug-Free Workplace (Financial Assistance)

43 CFR 13, New Restrictions on Lobbying: Submission of an application also represents the applicant's certification of the statements in 43 CFR Part 13, Appendix A, Certification Regarding Lobbying.

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- (c) The recipient shall insert this clause, including this paragraph (c), in all subawards and contracts over the simplified acquisition threshold related to this award.

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Executive Order 13513, Federal Leadership on Reducing Text Messaging while Driving: Recipients are encouraged to adopt and enforce policies that ban text messaging while driving, including conducting initiatives of the type described in section 3(a) of the order.

Attachment 2

Invitation Letter from Bureau of Reclamation



IN REPLY REFER TO:

NC-300
ENV-1.10

United States Department of the Interior

BUREAU OF RECLAMATION
Northern California Area Office
16349 Shasta Dam Boulevard
Shasta Lake, California 96109-8400

SEP 29 2015

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BOARD OF SUPERVISORS

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Mr. Ryan Sundberg
Supervisor, District 5
County of Humboldt
825 5th St. Rm. 111
Eureka, CA 95501-1153

Subject: Invitation to Participate as a Cooperating Agency in Preparation of the Long-Term Plan (LTP) for Protecting Late Summer Adult Salmon in the Lower Klamath River Environmental Impact Statement (EIS)

Dear Mr. Sundberg:

The Bureau of Reclamation is initiating preparation of an EIS for the LTP for Protecting Late Summer Adult Salmon in the Lower Klamath River Project. In accordance with 40 CFR 1501.6 of the Council on Environmental Quality's (CEQ) Regulations for Implementing the Procedural Provision of the National Environmental Policy Act (NEPA) and 43 CFR 46.225 and 230 of the Department of the Interior's regulations regarding the implementation of NEPA, we are inviting Humboldt County (County), as an eligible governmental entity, to be a cooperating agency during the NEPA process for the LTP EIS.

Section 1501.6 of the CEQ Regulations and section 46.225 of the Department regulations outlines processes for inviting participation of eligible government agencies as cooperating agencies in the NEPA process. Such involvement is based on the eligible government agency having either jurisdiction by law or possessing special expertise regarding any environmental issue to be addressed in the NEPA document. Because of the County's special expertise or jurisdiction by law related to being the entity primarily charged with requesting water to be released and available for its beneficial use and determining the purposes for which it is used, we are requesting the County to be a cooperating agency.

Issuance of the public Draft EIS is anticipated in spring of 2016 with a Record of Decision (ROD) targeted for summer of 2016. The overarching goal is to implement the LTP for Protecting Late Summer Adult Salmon in the Lower Klamath River, commencing in the summer of 2016.

As a cooperating agency pursuant to NEPA for the LTP EIS, the following activities are currently anticipated:

1. Attend EIS agency coordination meetings and participation in scheduled conference calls;
2. The opportunity to comment on the range of alternatives as early as practicable;
3. Identification, as early as practicable, of any issues regarding the project's environmental and socioeconomic impacts that could substantially delay or prevent the granting of a permit or other approval;
4. Identification of data and analysis in the EIS that your agency needs and any other requirements regarding jurisdictional permits and/or other approvals required for implementation of the project; and
5. Review of technical analyses of key subject areas prior to public review of the EIS.

The lead agency will fund major activities or analyses required to adequately prepare the EIS, while the County, as a cooperating agency, will be responsible to use their own funds to participate in the NEPA process, develop information, and assist in the review and preparation of portions of the EIS pertaining to the cooperating agency's special expertise.

To participate in this process as a cooperating agency, we request that the County sign a Memorandum of Understanding (MOU) with Reclamation. The MOU defines the roles, responsibilities, points of contact, and other requirements, for both the lead and the cooperating agency. Each cooperating agency is asked to describe in the MOU its jurisdiction by law or its special expertise as it relates to this EIS. A draft MOU is enclosed for your review and consideration, and an electronic copy will be provided upon your request. Please submit your response for #5(I)(a) - Cooperator's special expertise and/or jurisdiction, and #11(B) - Cooperator's Points of Contact to Ms. Julia Long, Natural Resources Specialist, at jlong@usbr.gov.

We look forward to your response to our invitation for your agency to be a cooperating agency and to working with you on this project. We would appreciate your response to this request as soon as possible as we are proceeding in an expeditious manner to complete the EIS. If you have any questions or would like to discuss in more detail the project or our agencies' respective roles and responsibilities during the preparation of the EIS, please contact Ms. Long at 530-276-2044 or her email address listed above.

Sincerely,



Federico Barajas
Area Manager

Enclosure

**Memorandum of Understanding
Between the
U.S. Department of the Interior,
Bureau of Reclamation
and
Humboldt County,
As a Cooperating Agency**

1. Introduction

Pursuant to the National Environmental Policy Act (NEPA), this Memorandum of Understanding (MOU) creates a cooperating agency relationship between the United States Department of the Interior, Bureau of Reclamation, Mid-Pacific Region (Reclamation), and Humboldt County, in the preparation of an Environmental Impact Statement (EIS) in support of Reclamation's decision or determination regarding the approval of the Long-Term Plan for Protecting Late summer Adult Salmon in the Lower Klamath River.

2. Purpose

The purpose of this MOU is to define the relationships and duties of the lead and cooperating agencies in the EIS preparation process. This MOU applies to the NEPA process. It is understood by all parties that this MOU provides the framework to fulfill compliance requirements for NEPA and for other applicable environmental laws and regulations. Completion of the EIS does not imply that there will be a favorable determination to approve the Long-Term Plan for Protecting Late Summer Adult Salmon in the Lower Klamath River.

3. Authorities for the MOU

Activities of the lead and cooperating agencies contemplated under this MOU are authorized under:

- A. The National Environmental Policy Act of 1969, as amended (NEPA, 42 U.S.C. §§ 4321-4347);
- B. Council on Environmental Quality Regulations for Implementing the Procedural Provisions of NEPA (40 C.F.R. §§ 1500-1508; in particular 1501.5 on lead agencies and 1508.5 on cooperating agencies);
- C. Department of the Interior Regulations for the Implementation of NEPA (43 C.F.R. § 46; in particular 46.220 on lead agencies and 46.225 on cooperating agencies).

4. Lead Agency Responsibilities

As lead agency, Reclamation's responsibilities include:

- A. Be responsible for preparation of the EIS and the NEPA compliance process.
Determining the purpose and need, selecting alternatives for analysis, identifying effects
- LTP EIS MOU - Humboldt County

of alternatives, selecting the preferred alternative, identifying mitigation measures, issuing the record of decision, filing the necessary documents to complete the process, developing schedules, and making staff commitments of personnel to complete the NEPA process within the time schedule.

- B. Address other environmental review and consultation requirements such as, but not limited to: the Clean Water Act, the National Historic Preservation Act, the Endangered Species Act, and Executive Order 12898.
- C. Involve the public as defined in the Council on Environmental Quality Regulations at 40 C.F.R. §§ 1500-1508 and section 106 of the National Historic Preservation Act (16 U.S.C. § 470f), and implementing regulations at 36 C.F.R. Part 800.
- D. Sponsor meetings of cooperating agencies, as appropriate, either individually or as a group, and provide advance information for discussion at these meetings when possible.
- E. To the fullest extent possible, consistent with its responsibility as lead agency, use the data, environmental analyses, and technical studies of the Cooperator, giving particular weight to those topics on which the Cooperator is acknowledged to possess special expertise. As appropriate, ensure the Cooperator's comments, including divergent views, are appropriately documented and considered.
- F. Provide the Cooperator with advance copies of the draft and final EIS and related compliance documents for review and comment.
 - Make all decisions contained in the Record of Decision (ROD).

5. Cooperating Agency Responsibilities

In accordance with 40 C.F.R. § 1501.6 and 43 C.F.R. § 46.230, the Cooperating Agency responsibilities include:

- A. Participate in the scoping process and in particular, assist with identification of significant environmental issues to be addressed.
- B. Assume, on request from Reclamation, responsibility for developing information, arranging for the collection or assembly of data, and analyzing data, especially related to those portions of the EIS for which the Cooperator has special expertise or jurisdiction.
- C. At Reclamation's request, make staff available to enhance the interdisciplinary capability of Reclamation's staff.
- D. At the request of Reclamation, assist in the development and evaluation of alternatives and the estimation of the effects of implementing each alternative on resources for which the Cooperator has jurisdiction or special expertise.
- E. Provide timely review of draft documents when requested.

- F. As appropriate and practicable, attend cooperating agency meetings.
- G. Retain the right to comment on all issues related to the EIS through the normal EIS public review and comment process.
- H. Promptly inform Reclamation of concerns related to the EIS process.
- I. The special expertise (as defined in 40 C.F.R. § 1508.26) and/or jurisdiction of Cooperator include the following:
 - a. [Cooperator to create list]

6. Joint Responsibilities

- A. The parties will not release any pre-decisional draft documents to the public or other parties unless mutually agreed to by Reclamation and the Cooperator or as required through the Freedom of Information Act (FOIA) or the applicable state public records act. This is not intended to interfere with the Cooperator seeking input from the entity they represent. Draft documents can be provided to such organizations as long as the Cooperator abides by these non-release terms, and comments are directed back to the cooperating agency representative or point of contact specified in the MOU. Any questions concerning the release of information and all media contacts will be referred to the Department's Project Manager.
- B. As appropriate, Reclamation may meet separately with any one or more Cooperators to discuss specific topics. Reclamation will inform all Cooperators of the results of these discussions.
- C. Cooperators are responsible for their own costs with regard to completion of tasks outlined in this MOU.
- D. Reclamation and the Cooperator agree that work will proceed as expeditiously as possible and that each will comply with the scheduled milestones and timeframes, including those for Cooperator review and submissions.

7. Other Provisions

- A. Authorities not altered. Nothing in this MOU alters, limits, or supersedes the authorities or responsibilities of any party on any matter within their respective jurisdictions. Nothing in this MOU shall require any of the parties to perform beyond their respective authorities.
- B. Financial obligations. Nothing in this MOU shall require any of the parties to assume any obligation or expend any sum or funds in excess of available authorized appropriations or in any other way take action in violation of the Anti-Deficiency Act (31 U.S.C. § 1341).

- C. Immunity and defenses retained. Each party retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this MOU and cooperative work on the EIS.
- D. Conflict of interest. The parties agree not to use any individual for purposes of EIS development, environmental analyses, or representation, including officials, employees, or third party contractors having a financial interest in the outcome of the EIS.
- E. Management of information. The Cooperator acknowledges that all data and information provided by them will become part of Reclamation's official record and will be available for public review, except as otherwise determined not to be released pursuant to the Freedom of Information Act or restricted by the Privacy Act. The Cooperator agrees that internal working draft documents for the development of the EIS will not be made available for review by individuals or entities other than the parties to this MOU. All draft documents are also part of the official Reclamation record and may only be released by Reclamation to the extent allowable by the FOIA or the Privacy Act. Cooperators agree that to allow full and frank discussion of preliminary analysis and recommendations, meetings to review such pre-decisional and deliberative documents will not be open to the public. The Cooperator will comply with all aspects of the Privacy Act (43 C.F.R. Part 2; DOI's 383 DM 7, available at: http://www.doi.gov/ocio/information_assurance/manual.cfm), including safeguarding individual's names and addresses. All questions concerning the release of information will be referred to the Department's Project Manager.
- F. Responsibility for decision making. While the parties agree to make reasonable efforts to resolve procedural and substantive disagreements, they acknowledge that Reclamation retains final responsibility for its decisions identified in the EIS and Record of Decision (ROD).
- G. Coordination with Reclamation contractors. The services of contractors will be used for the preparation of this EIS. The Cooperator may communicate with the contractor only through Reclamation's designated Contracting Officer's Representative or with Reclamation's Northern California Area Office, Area Manager.

8. Agency Representative

Reclamation and the Cooperator shall each designate a point of contact for the EIS. Each party may change its point of contact by providing written notice to the other party. An alternate or backup representative may also be appointed.

9. Resolution of Disputes

Reclamation is responsible for all decisions involving the EIS and will make all final decisions on disputes arising during the NEPA process. Reclamation will document for the administrative record, the nature of any dispute and the resolution process used. For disputes involving different interpretations of information, Reclamation agrees to consider different interpretations, if such interpretations are supported by sufficient credible data, as determined by Reclamation.

For other disputes, Reclamation and the Cooperator will use their best efforts to resolve issues in a manner agreeable to both parties. If a disputed issue cannot be resolved in a collaborative and timely manner, Reclamation will make the final decision. The Cooperator retains the right to comment on all issues related to the EIS, including those in dispute, through the normal EIS public review and comments process.

10. Administration of the MOU

- A. Effect of MOU. This MOU becomes effective upon receipt and signature by Reclamation.
- B. Amendment. This MOU may be amended through written agreement of all signatories.
- C. Termination. Either Reclamation or the Cooperator may terminate their participation in this MOU upon 30 day written notice to the other entity. Otherwise, the roles and responsibilities will terminate when a ROD is issued.

11. Points of Contact

- A. Reclamation's Point of Contact is:

Ms. Julia Long
Natural Resources Specialist
Bureau of Reclamation
16349 Shasta Dam Blvd.
Shasta Lake, CA 96019
530-276-2044

- B. Cooperator's Point(s) of Contact is (are):
[Cooperator to provide list]

12. Signatures

The parties to this MOU, through their duly authorized representatives, have executed this MOU on the dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

Bureau of Reclamation

Humboldt County

Signature and Date
Federico Barajas, Area Manager

Signature and Date
Ryan Sundberg, Supervisor, District 5

Attachment 3

Memorandum of Understanding



United States Department of the Interior

BUREAU OF RECLAMATION

Northern California Area Office
16349 Shasta Dam Boulevard
Shasta Lake, California 96109-8400

IN REPLY REFER TO:

DEC 22 2015

NC-300
ENV-1.10

Mr. Ryan Sundberg
Supervisor, District 5
Humboldt County
1106 Second Street
Eureka, CA 95501

Subject: Signed Original Memorandum of Understanding (MOU) Between the Humboldt County and the Bureau of Reclamation Regarding the Environmental Impact Statement (EIS) for the Long-Term Plan for Protecting Late Summer Adult Salmon in the Lower Klamath River.

Dear Mr. Sundberg:

Enclosed for your records is a copy of the MOU signed by both parties.

Thank you for your cooperation in executing the MOU and for your support of the Long-Term Plan in the lower Klamath River.

Sincerely,


Federico Barajas
Area Manager

Enclosure

Cc: Mr. Hank Seemann
Deputy-Director
Humboldt County Public Works
1106 Second Street
Eureka, CA 95501

**Memorandum of Understanding
Between the
U.S. Department of the Interior,
Bureau of Reclamation
and
Humboldt County,
As a Cooperating Agency**

1. Introduction

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As lead agency, Reclamation's responsibilities include:

- A. Be responsible for preparation of the EIS and the NEPA compliance process.
Determining the purpose and need, selecting alternatives for analysis, identifying effects of alternatives, selecting the preferred alternative, identifying mitigation measures,

- G. Retain the right to comment on all issues related to the EIS through the normal EIS public review and comment process.
- H. Promptly inform Reclamation of concerns related to the EIS process.
- I. The special expertise (as defined in 40 C.F.R. § 1508.26) and/or jurisdiction of Cooperator include the following:
 - a. Contract holder for an annual quantity of not less than 50,000 acre-feet of water to be released by Reclamation from Trinity Reservoir for beneficial use.
 - b. Engaged in technical planning and community outreach relating to flow and aquatic restoration on the Lower Klamath and Trinity Rivers.

6. Joint Responsibilities

- A. The parties will not release any pre-decisional draft documents to the public or other parties unless mutually agreed to by Reclamation and the Cooperator or as required through the Freedom of Information Act (FOIA) or the applicable state public records act. This is not intended to interfere with the Cooperator seeking input from the entity they represent. Draft documents can be provided to such organizations as long as the Cooperator abides by these non-release terms, and comments are directed back to the cooperating agency representative or point of contact specified in the MOU. Any questions concerning the release of information and all media contacts will be referred to the Department's Project Manager.
- B. As appropriate, Reclamation may meet separately with any one or more Cooperators to discuss specific topics. Reclamation will inform all Cooperators of the results of these discussions.
- C. Cooperators are responsible for their own costs with regard to completion of tasks outlined in this MOU.
- D. Reclamation and the Cooperator agree that work will proceed as expeditiously as possible and that each will comply with the scheduled milestones and timeframes, including those for Cooperator review and submissions.

7. Other Provisions

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- B. Financial obligations. Nothing in this MOU shall require any of the parties to assume any obligation or expend any sum or funds in excess of available authorized appropriations or in any other way take action in violation of the Anti-Deficiency Act (31 U.S.C. § 1341).

For other disputes, Reclamation and the Cooperator will use their best efforts to resolve issues in a manner agreeable to both parties. If a disputed issue cannot be resolved in a collaborative and timely manner, Reclamation will make the final decision. The Cooperator retains the right to comment on all issues related to the EIS, including those in dispute, through the normal EIS public review and comments process.

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Bureau of Reclamation
16349 Shasta Dam Blvd.
Shasta Lake, CA 96019
530-276-2044

- B. Cooperator's Point of Contact is:

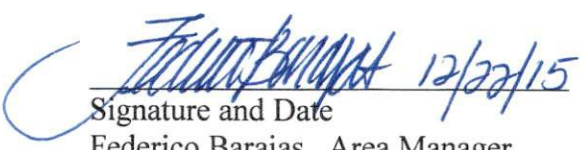
Mr. Hank Seemann, Deputy-Director
Humboldt County Public Works
1106 Second Street
Eureka, CA 95501
707-445-7741

12. Signatures


The parties to this MOU, through their duly authorized representatives, have executed this MOU on the dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

Bureau of Reclamation

Humboldt County

 12/22/15
Signature and Date

Federico Barajas, Area Manager


Signature and Date

Ryan Sundberg, Supervisor, District 5

LTP EIS MOU – Humboldt County