



HUMBOLDT BAY MUNICIPAL WATER DISTRICT
Board of Directors Meeting
December 11, 2025



HEADQUARTERS
(photographed 2021)



BOARD OF DIRECTORS
Humboldt Bay Municipal Water District
Agenda for Regular Session Meeting of the Board of Directors
828 7th Street, Eureka, CA 95501

District Mission

Reliably deliver high-quality drinking water to the communities and customers we serve in the greater Humboldt Bay Area at a reasonable cost; reliably deliver untreated water to our wholesale industrial customer(s) at a reasonable cost; and protect the environment of the Mad River watershed to preserve water rights, water supply and water quality interests of the District.

Members of the public may join the meeting online at:

<https://us02web.zoom.us/j/86710296323?pwd=MjZldGxRa08wZ0FWOHJrUINhZnFLQT09>

Or participate by phone: 1-669-900-9128 Enter meeting ID: 867 1029 6323 Enter password: 484138

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

How to Submit Public Comment: Members of the public may provide public comments via email until 5 p.m. the day before the Board Meeting by sending comments to office@hbmwd.com. Email comments must identify the agenda item in the email's subject line. Written comments may also be mailed to 828 7th Street, Eureka, CA 95501. Written comments should identify the agenda item number. Comments may also be made in person at the meeting.

Announcement recording of meeting: This meeting may be recorded to assist in the preparation of minutes. Recordings will only be kept 30-days following the meeting, as mandated by the California Brown Act.

Document Availability: Materials related to an item on this agenda that have been submitted to the HBMWD Board of Directors within 72-hours prior to this meeting, are available for public inspection in the HBMWD's Office at 828 7th Street, Eureka, California, during normal business hours, and can be viewed on our website at www.hbmwd.com.

Disability Notice: In compliance with the Americans with Disability Act, if you require a disability-related modification or accommodation to participate in this public meeting, please call (707) 443-5018. Notification 48-hours prior to the meeting will enable the District to make reasonable arrangements to ensure accessibility to this meeting.



BOARD OF DIRECTORS
Humboldt Bay Municipal Water District
Agenda for Regular Session Meeting of the Board of Directors
828 7th Street, Eureka, CA 95501

AGENDA
REGULAR BUSINESS MEETING

Thursday, December 11, 2025
9:00 a.m.
828 7th Street
Eureka, CA 95501

- 1. Call to Order:**
 - 1.1 Roll Call
 - 1.2 Pledge of Allegiance
 - 1.3 Accept Agenda

- 2. Public Comment:** Members of the public are invited to address the Board on items not listed on the agenda that are within the scope and jurisdiction of the District. The Public may also request an item appearing on the Consent Calendar to be pulled and discussed separately. At the discretion of the President, comments may be limited to three minutes per person. The public will be allowed to address items on the agenda when the Board takes up that item. Under the Brown Act, the Board may not take action on any item which does not appear on the agenda. The Board of Directors is limited by State law to providing a brief response, asking questions for clarification, or referring a matter to staff when responding to items that are not listed on the agenda.

- 3. Consent Calendar:** These matters are routine in nature and are usually approved by a combined single motion unless an item is pulled for discussion. Single motion and vote approving 9 recommendations.
 - 3.1 Approve the Draft Minutes of the Regular Board Meeting of October 9, 2025, and November 13, 2025
 - 3.2 Approve the Draft Minutes of the Special Board Meeting of November 20, 2025
 - 3.3 Approve Informational Memo Concerning the Un-Naming of the Mad River
 - 3.4 Approve Informational Memo Concerning Strategic Planning Initiative
 - 3.5 Approve Implementation of Program to Administer Disaster Service Workers Oath of Allegiance
 - 3.6 Approve Informational Memo Concerning Board Policy, Sections 1000 and 4000 Series
 - 3.7 Approve the Fence Installation Contract at the Eureka Office



- 3.8 Approve Attendance and Expenses for Staff and Board Members at the 2026 CSDA Special Districts Legislative Days
- 3.9 Approve Employee Emergency Loan Program (EELP) to Support District's Emergency Preparedness
- 4. Presentations:**
 - 4.1 None
- 5. Discussion and Action:**
 - 5.1 Discuss and Consider Approval of Resolution 2025-18 – Celebrating Thirty Years of Distinguished Service by Director Bruce Rupp
 - 5.2 Discuss and Consider Approval of Resolution 2025-17 Revising Board Policy Section 4235 -Types of Board Meetings
 - 5.3 Discuss and Consider Approval of Termination of Emergency Authorization for Emergency Relocation of Water Transmission Pipeline on Samoa Peninsula
 - 5.4 Discuss and Consider Approval of Committee Assignments
 - 5.5 Discuss and Consider Approval of District Memberships
 - 5.6 Discuss and Consider Approval of Applicant's Agent Resolution for Non-State Agencies, CAL-OES form 130
 - 5.7 Discuss and Consider Approval to Advance Revision of Ordinance 17 to increase Director Compensation
 - 5.8 Discuss and Consider Approval to Install 25-ft Flagpole at Eureka Office
 - 5.9 Discuss and Consider Approval of November Financial Statement & Vendor Detail Report
 - 5.10 Discuss and Consider Approval of Items pulled from Consent Calendar
- 6. Reports:**
 - 6.1 Staff Reports
 - 6.1.a Operations Report
 - 6.1.b Management Report
 - 6.2 Active Ad-Hoc Committee Reports
 - 6.2.a Un-Naming the Mad River
 - 6.2.b Board Policy and Evaluations
 - 6.2.c Mad River (Baduwa't) Headwaters
 - 6.3 Director Reports - General Director Comments
 - 6.3.a Vice-President Woo



- 6.3.b Director Wheeler
- 6.3.c Director Stevens
- 6.3.d Treasurer Rupp
- 6.3.e President Fuller
- 6.4 Organizations on which HBMWD Serves
 - 6.4.a Association of CA Water Agencies (ACWA)
 - i. Legislative Legal Summaries for 2025
 - 6.4.b Association of CA Water Agencies/Joint Powers Insurance Authority (ACWA-JPIA)
 - 6.4.c Redwood Coast Energy Authority (RCEA)
 - 6.4.d Redwood Region Economic Development Commission (RREDC)
- 7. Discussion of Future Agenda Items:**
 - 7.1 Information Management System
 - 7.2 Artificial Intelligence Policy
 - 7.3 Director Compensation
 - 7.4 Flagpole Installation at Eureka Office
- 8. Adjournment:**

The next Regular Meeting of the Board of Directors will be held at **1:00 pm on Thursday, January 8, 2026**



BOARD OF DIRECTORS
Humboldt Bay Municipal Water District
December 11, 2025

ITEM NO. 3.1

ITEM: Consider Approval of Draft Minutes of Regular Meeting of the Board of Directors on October 9, 2025, and November 13, 2025.

PRESENTED BY: Contessa Dickson, Board Secretary

TYPE of ITEM: ACTION

TYPE of ACTION: General Vote – Consent Calendar

Recommendation

Staff recommend the Board consider approval of the Draft Minutes of the Board of Directors for October 9, 2025, and November 13, 2025, Regular Meetings.

Discussion

The Draft Minutes of October 9, 2025, and November 13, 2025, Regular meetings are attached. A reminder that the Minutes are approved by the legislative body, that is the Board of Directors, not individual members of the Board who were present at the Meeting.

Alternatives

Take no action.

Fiscal Analysis

Not Applicable

Environmental Requirements

Not Applicable

Exhibits/Attachments

Attachment 1 – Draft Minutes from October 9, 2025, Regular Meeting

Attachment 2- Draft Minutes from November 13, 2025, Regular Meeting

**Humboldt Bay Municipal Water
District 828 7th Street, Eureka**



**Minutes of the Regular Meeting of the Board of
Directors**

October 9, 2025

9:00 a.m.

1.1 ROLL CALL

President Fuller called the meeting to order at 9:00 a.m. Director Rupp conducted the roll call. Directors Fuller, Stevens, Wheeler, and Woo were present. General Manager Michiko Mares, Director of Operations and Maintenance Dale Davidsen, Director of Finance and Human Resources Chris Harris, and Board Secretary Contessa Dickson were also present. Director Rupp was present for a portion of the meeting, departing at 11:58 a.m.

1.2 PLEDGE OF ALLEGIANCE

President Fuller led the flag salute.

1.3 ACCEPT AGENDA

ACTION: Motion #25-024 to accept Agenda

Maker: Director Rupp

Second: Director Wheeler

Vote: 5-0 to approve

2. PUBLIC COMMENT

No public comment.

3. CONSENT CALENDAR

ACTION: Motion #25-025 to approve Consent Calendar

Maker: Director Rupp

Second: Director Woo

Vote: 5-0 to approve

3.1 Draft Minutes of the Regular Board Meeting of September 11, 2025

3.2 Draft Minutes of the Special Board Meeting of September 15, 2025

3.3 Approve Surplus Request for 6" Altec Chipper

4. PRESENTATIONS

4.1 Water Rights Renewal – Next Steps

Patrick Sullivan with GHD and Merideth Nikkel with Downey Brand provided a presentation on the District's Water Right Permits 11714 and 11715, outlining their history, current use, and future options. The presentation reviewed key background information, including that Permit 11714 authorizes storage of 48,030 acre-feet per year in Ruth Lake, and Permit 11715 authorizes direct diversion of 116 cfs (approximately 75 MGD) at Essex and storage of 20,000 acre-feet per year. The presentation concluded with discussion of potential future actions. The Board asked several questions.

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District 828 7th Street, Eureka**



**Minutes of the Regular Meeting of the Board of
Directors**

October 9, 2025

9:00 a.m.

CLOSED SESSION: CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Significant exposure to litigation pursuant to paragraph (2) or (3) of subdivision (d) of Section 54956.9: one case.

The Board entered closed session at 9:55 a.m. and returned to open session at 10:44 a.m. No reportable action was taken.

5. DISCUSSION AND ACTION:

5.1 Informational Memo Concerning the Former McNamara and Peepe Mill Site

Non-action Item

Ms. Mares provided an update, noting there were no significant changes this month. She reviewed background information on the site and directed new Board Member Director Stevens to available materials for reference.

5.2 Approve the Termination of Emergency Authorization for Emergency Repairs of Water Transmission Pipeline

ACTION: Motion #25-026 to approve the termination of emergency authorization for emergency repairs of water transmission pipeline.

Maker: Director Rupp

Second: Director Woo

Vote: 5-0 to approve

Ms. Mares provided an overview of the completed emergency repairs to the District's transmission pipeline near Coombs Court in Arcata, authorized under Resolution No. 25-12. The total estimated cost of the repair was \$263,962, with \$155,918 identified as unbudgeted expense after adjustments. She noted there would be no additional charges to municipal customers and that staff will continue coordinating with regulatory agencies regarding any environmental follow-up.

5.3 Approve the Job Descriptions & Wage Rates for Maintenance Mechanic I & Electrician/Instrumentation Tech I, Change of Job Titles for Superintendent & Business Manager; & Change of Job Description for Maintenance Worker Position

ACTION: Motion #25-027 to approve job description and job title updates.

Maker: Director Rupp

Second: Director Wheeler

Vote: 5-0 to approve

Ms. Harris presented staff's recommended updates to District job classifications, including adding new entry-level positions for Maintenance Mechanic I and Electrician/Instrumentation Technician I, updating titles for Superintendent, Assistant Superintendent, and Business Manager, and revising the Maintenance Worker job description to remove certification requirements. The proposed

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9:00 a.m.

changes are intended to improve recruitment flexibility, reflect industry standards, and support succession planning. To maintain consistency with neighboring and statewide agencies, staff further recommend retitling the Superintendent position to Director of Operations and Maintenance, the Assistant Superintendent position to Deputy Director of Operations and Maintenance, and the Business Manager position to Director of Finance and Human Resources.

5.4 Approve the Next Steps Concerning the Un-Naming of the Mad River

ACTION: Motion #25-028 to approve staff recommendation.

Maker: Director Wheeler

Second: Director Woo

Vote: 5-0 to approve

Ms. Mares reported on staff recommendation to move forward in the process to adopt a resolution recognizing “Baduwa’t” as an Indigenous name for the Mad River while acknowledging “Mad River” as the official federal designation. An in-depth discussion followed. Edits noted the next steps included:

Item 1b. Demonstrate institutional leadership in “restoring indigenous” place names instead of “decolonizing” place names.

Item 4a. Recognize Baduwa’t as “an” Indigenous name for the Mad River instead of “the” name for the Mad River.

5.5 Approve the September Financial Statement & Vendor Detail Report

ACTION: # 25-029 to approve the September Financial Statement & Vendor Detail Report in the amount of \$1,893,705.47.

Maker: Director Woo

Second: Director Wheeler

Vote: 4-0 to approve (Rupp absent)

Ms. Harris presented the September financial statement, reporting a general account balance of \$400,000, investments totaling \$11.4 million, \$5.8 million in advance charges, and \$2.6 million in general reserves.

6. Reports:

6.1 Staff Reports:

a. Business Report

Non-action Item

No report.

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Directors**

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b. Operations Report

Non-action Item

Mr. Davidsen presented the September Operations Report, highlighting completion of the transmission line repair by September 15th.

c. Management Report

Non-action Item

Ms. Mares reported that the District maintained full compliance with all state and federal drinking water regulations. She noted issuance of the 401-permits for R.W. Matthews Dam and Essex, and the 404-permit finalized by the U.S. Army Corps of Engineers, with all in-stream maintenance permits valid through 2030. Ms. Mares highlighted a meeting with Trinity County partners and attendance at the North State Emergency Management Conference, which emphasized the importance of strengthening local emergency preparedness and coordination. She reported that recruitment for the Associate Engineer position has been completed, with a start date of November 10, and that municipal customers met to review lessons learned from the recent emergency pipeline repair. The independent cybersecurity assessment has been completed, with results and recommendations to be presented at the November Board meeting. Ms. Mares also noted that seismic retrofit work at the Korplex and Samoa tanks is anticipated to be completed by the end of October.

6.2 Active Committee Reports

a. Un-Naming the Mad River

The committee (Director Fuller and Wheeler) met on September 23. This item was discussed in conjunction with item 5.4.

b. Board Policy and Evaluations

The Board Policy and Evaluations Committee (Directors Rupp and Fuller) did not meet but anticipate to meet prior to the next Board meeting.

c. Mad River (Baduwa't) Headwaters

The Mad River (Baduwa't) Headwaters Committee (Director Wheeler and Rupp) did not meet. A meeting is scheduled for October 23.

6.3 Director Reports

a. Director Wheeler:

No report.

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9:00 a.m.

b. Director Woo:

Director Woo reported attending the CSDA Leadership Academy and noted it was a valuable experience. She appreciated the participation of many local and rural representatives and highlighted the strategic planning session as a key takeaway.

c. Secretary/Treasurer Director Rupp

No report.

d. Director Stevens:

Director Stevens acknowledged the tragic circumstances surrounding Director Lindberg's passing and expressed appreciation to staff for the thorough onboarding process and the tremendous amount of information provided.

e. President Fuller:

President Fuller reported attending the CSDA Leadership Academy, noting it provided valuable tools for Board organization and fostering unity of purpose. She also highlighted the availability of numerous online and local CSDA training opportunities.

6.4. Organizations on which HBMWD Serves

a. Association of CA Water Agencies (ACWA)

Non-action Item

Report provided in board packet, as Director Rupp departed the meeting early.

b. Association of CA Water Agencies/Joint Powers Insurance Authority (ACWA-JPIA)

Non-action Item

No report was given, as Director Rupp departed the meeting early.

c. Redwood Coast Energy Authority (RCEA)

Non-action Item

Director Wheeler reported on the September RCEA meeting he attended on behalf of Director Woo, noting the agency received a clean audit and is now fully caught up on audit reports.

d. Redwood Region Economic Development Commission (RREDC)

Non-action Item

No meeting was held due to lack of urgent business.

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Directors**

October 9, 2025

9:00 a.m.

7. Discussion of Future Agenda Items

• Information Management System

Non-action Item

No update.

• Cyber Security Policy

Non-action Item

- This item was discussed in conjunction with item 6.1.c.

• Artificial Intelligence Policy

Non-action Item

No update.

CLOSED SESSION:

1. Roll Call

2. Public Comment

No public comment was received.

3. Announcement of Closed Session Agenda:

3.1 Public Employee Performance Evaluation for General Manager pursuant to Section 54957(b)(1)

The Board entered closed session at 12:45 p.m. and returned to open session at 2:19 p.m. No reportable action was taken.

ADJOURNMENT

The meeting adjourned at 2:20 p.m.

Attest:

Michelle Fuller, President

Bruce Rupp, Secretary Treasurer

**Humboldt Bay Municipal Water
District 828 7th Street, Eureka**



**Minutes of the Regular Meeting of the Board of
Directors**

November 13, 2025

9:00 a.m.

1.1 ROLL CALL

President Fuller called the meeting to order at 9:00 a.m. Director Rupp conducted the roll call. Directors Fuller, Stevens, Wheeler, and Woo were present. General Manager Michiko Mares, Superintendent Dale Davidsen, Business Manager Chris Harris, and Board Secretary Contessa Dickson were also present. Water Operations Supervisor Mario Palmero and General Counsel Ryan Plotz attended for a portion of the meeting.

1.2 PLEDGE OF ALLEGIANCE

President Fuller led the flag salute.

1.3 ACCEPT AGENDA

ACTION: Motion #25-030 to accept Agenda

Maker: Director Woo

Second: Director Wheeler

Vote: 5-0 to approve

2. PUBLIC COMMENT

No public comment.

3. CONSENT CALENDAR

ACTION: Motion #25-031 to approve Consent Calendar less items 3.2 and 3.3.

Maker: Director Woo

Second: Director Stevens

Vote: 5-0 to approve

President Fuller announced due to a technical problem the item 3.2, minutes for regular Board meeting October 9, 2025, will be brought to the December meeting.

Director Wheeler requested to pull item 3.3, Approve Security Fencing Installation at Eureka Office and Budget Reallocation.

3.1 Approve Surplus Request for 2018 Ram 1500 Tradesman Quad Cab 4x4 3.0 V-6 Eco Diesel

4. PRESENTATIONS

4.1 Overview of Next Steps for Proposed North Mainline Extension-Informational Presentation

Ms. Mares provided an overview of the next steps for the proposed North Mainline Extension. Consultants Meredith Nikkel of Downey Brand and Kathryn Oehlschlager and Jennifer Spaletta of STOEL Rives LLP presented on the item. Members of the Trinidad Rancheria Tribal Council attended via Zoom. Board members asked several clarifying questions. Public comment was opened. Several members of the public spoke. Public comment was then closed.

**Humboldt Bay Municipal Water
District 828 7th Street, Eureka**



**Minutes of the Regular Meeting of the Board of
Directors**

November 13, 2025

9:00 a.m.

5. DISCUSSION AND ACTION:

5.1 Approve Resolutions Approving Board Policies for Sections 1000 and 4000

ACTION: Motion #25-032 to Approve Resolutions 2025-13 & 2025-14 with amendments.

Maker: Director Rupp

Second: Director Wheeler

Vote: 5-0 to approve

Ms. Mares provided an overview and history of the Board Policy update and described the next steps for completing the revisions. The Board reviewed each policy individually and suggested the following amendments:

- **Section 1020.6:** Add a new final sentence: *“For purposes of this policy, ‘Staff’ includes any retained consultants working under the direction of the General Manager.”*
- **Section 1055.4:** Add a prefatory comment: *“Each January the Board may consider setting Advocacy Priorities for the particular calendar year, which shall be in addition to the following standing Advocacy Priorities:”*
- **Section 4235.5:** Add clarification that in even-numbered years the action occurs in December and correct the duplicated text mirroring Section 1025.3.
- **Section 4125.2:** Delete the last sentence in the first paragraph under Cash Advances and remove the “credit card” reference.

Board members posed multiple questions, and General Counsel Plotz provided responses and clarification.

5.2 Approve Strategic Planning Initiative

ACTION: Motion #25-033 to approve the Strategic Planning Initiative and Next Steps.

Maker: Director Rupp

Second: Director Woo

Vote: 5-0 to approve

Ms. Mares provided an overview of the governance training she attended through CSDA and proposed inviting CSDA to conduct similar training for staff and the Board. The Board approved moving forward with the strategic planning initiative and selected Monday, February 2nd and Tuesday, February 3rd, 2026 for the two-day workshop.

5.3 Approve Board Regular Business Meeting Start Time

ACTION: Motion #25-034 to approve Board Regular Business Meeting Start Time to 1:00 pm.

Maker: Director Wheeler

Second: Director Rupp

Vote: 5-0 to approve

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District 828 7th Street, Eureka**



**Minutes of the Regular Meeting of the Board of
Directors**

November 13, 2025

9:00 a.m.

The Board approved a new start time for the Regular Board Meeting to 1:00 pm beginning on January 8, 2026.

5.4 Approve the Redwood Region Economic Development Commission (RREDC)

ACTION: Motion #25-035 to approve Director Stevens to the RREDC Board.

Maker: Director Woo

Second: Director Wheeler

Vote: 5-0 to approve

Due to a Director vacancy, the District discussed and appointed Director Stevens to the RREDC Board.

5.5 Informational Memo Concerning the Former McNamara and Peepe Mill Site

Non-action Item

-Director Woo recused herself due to a conflict of interest.

Ms. Mares reported on recent activities, including the October 29 quarterly meeting, the assignment of a new DTSC project manager, and additional funding for groundwater and surface water sampling. No new documents or monthly summary reports have been provided.

5.6 Approve the October Financial Statement & Vendor Detail Report

ACTION: Motion #25-036 to approve the October Financial Statement & Vendor Detail Report in the amount of \$1,608,148.56.

Maker: Director Rupp

Second: Director Wheeler

Vote: 5-0 to approve

Ms. Harris presented the October financial statement, reporting a general account balance of \$1 million, investments totaling \$11 million, \$5.8 million in advance charges, and \$2.8 million in general reserves.

5.7 Draft Minutes of the Regular Board Meeting of October 09, 2025

Non-Action Item

Due to a technical issue, the October 9 meeting minutes will be added to the December 11 Board meeting agenda.

5.8 Approve Security Fencing Installation at Eureka Office and Budget Reallocation – pulled

ACTION: Motion #25-037 Approve Security Fencing Installation at Eureka Office and Budget Reallocation.

Maker: Director Rupp

**Humboldt Bay Municipal Water
District 828 7th Street, Eureka**



**Minutes of the Regular Meeting of the Board of
Directors**

November 13, 2025

9:00 a.m.

Second: Director Woo

Vote: 5-0 to approve

Ms. Mares provided an overview of staff's recommendation to install new security fencing at the Eureka office, noting ongoing security concerns including unhoused individuals camping on District property and related safety issues. She reported meeting with the Eureka Chief of Police and his recommendations. The Board approved reallocation of funds to install the proposed security fencing.

Director Rupp requested that staff include the cost of adding a flagpole in the fencing budget. This item will be added to the December Board meeting agenda under Future Agenda Items.

6. Reports:

6.1 Staff Reports:

a. Operations Report

Non-Action Item

Mr. Davidsen presented the October Operations Report, noting that Paul Meyers from JPIA was on-site October 1–2 to conduct the annual safety training and safety evaluation at Essex.

b. Management Report

Non-Action Item

The After-Incident Report for the chlorinated water discharge to Janes Creek was submitted to regulatory agencies on October 16. Staff met with FERC on October 16 regarding the R.W. Matthews Dam Part 12D Comprehensive Assessment, with field inspections scheduled for June 2026 and the Comprehensive Assessment Report due November 1, 2026. The 2MG Korblex Chlorine Contact tank was returned to service at the end of October, with seismic retrofit work at the 1MG Korblex tank expected to be complete by the end of November. Municipal customers met on October 15 to discuss developing a regional water system schematic, and staff attended the North Coast Resource Partnership Quarterly Meeting on October 17 in Yreka. Staff met with EcoGreen Solutions on October 27 and November 7 to discuss energy efficiency upgrades with estimated annual savings of \$218,000, and General Manager Mares attended the CSDA Special District Leadership Academy October 6-8.

6.2 Active Committee Reports

a. Un-Naming the Mad River

The committee (Director Fuller and Wheeler) did not meet. The government-to-government letters are being sent out this week.

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**Minutes of the Regular Meeting of the Board of
Directors**

November 13, 2025

9:00 a.m.

b. Board Policy and Evaluations

The Board Policy and Evaluations Committee (Directors Rupp and Fuller) with Ms. Mares met on October 29 as scheduled. Director Rupp was absent from the Committee meeting.

c. Mad River (Baduwa't) Headwaters

The Mad River (Baduwa't) Headwaters Committee (Directors Wheeler and Rupp) and General Manager Mares met on October 23. Ms. Mares reported that she contacted the U.S. Forest Service to request a presentation on upcoming projects and to explore opportunities for District support.

6.3 Director Reports

a. Director Wheeler:

No report

b. Vice President Director Woo:

Director Woo presented a seminar at Cal Poly, providing engineering students with an overview of HBMWD and discussing current issues and challenges facing the District.

c. Treasurer Director Rupp

Director Rupp requested that staff bring the updated Director compensation information from last year to the December Board meeting and provide a comparison with McKinleyville CSD and Humboldt Community Services District, including any compensation related to Board meeting preparation. Director Rupp also commented that the Secretary/Treasurer position should be eliminated because it no longer has a function. He also asked to eliminate the Secretary/Treasurer stipend effective November 13, 2025. He further requested that Director compensation be evaluated and that Director fees include the time required to prepare for meetings.

d. Director Stevens:

Director Stevens shared that the tour of the Essex facility she attended was excellent and very thorough. She noted that it greatly helped her understand the intricacies of the operations at Essex.

e. President Fuller:

No update.

6.4. Organizations on which HBMWD Serves

a. Association of CA Water Agencies (ACWA)

Non-Action Item

Director Rupp reported no significant updates. He will attend the ACWA 2025 Fall Conference & Expo in San Diego from December 2–4 and participate in committee meetings during the event.

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**Minutes of the Regular Meeting of the Board of
Directors**

November 13, 2025

9:00 a.m.

b. Association of CA Water Agencies/Joint Powers Insurance Authority (ACWA-JPIA)

Non-Action Item

Director Rupp reported there were no significant updates.

c. Redwood Coast Energy Authority (RCEA)

Non-Action Item

Director Woo reported there were no significant updates.

d. Redwood Region Economic Development Commission (RREDC)

Non-Action Item

The meeting was not attended this month. Director Stevens will attend RREDC meetings moving forward.

Discussion of Future Agenda Items

• Information Management System

Non-Action Item

No update.

• Cyber Security Policy

Non-Action Item

No update.

• Artificial Intelligence Policy

Non-Action Item

No update.

CLOSED SESSION:

1. Roll Call

2. Public Comment

No public comment was received.

3. Announcement of Closed Session Agenda:

3.1 THREAT TO PUBLIC SERVICES OR FACILITIES – Consultation with Joshua Schmidt, Partner, of BPM

The Board entered closed session at 1:54 pm and returned to open session at 2:29 p.m. President Fuller announced there was no reportable action.

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**Minutes of the Regular Meeting of the Board of
Directors**
November 13, 2025
9:00 a.m.

ADJOURNMENT

The meeting adjourned at 2:30 p.m.

Attest:

Michelle Fuller, Board President

Contessa Dickson, Board Secretary



ITEM: Consider Approval of Draft Minutes Special Meeting of the Board of Directors on November 20, 2025

PRESENTED BY: Contessa Dickson, Board Secretary

TYPE of ITEM: ACTION

TYPE of ACTION: General Vote – Consent Calendar

Recommendation

Staff recommend the Board consider approval of the Draft Minutes of the Board of Directors for the November 20, 2025, Special Meeting.

Discussion

The Draft Minutes of November 20, 2025, Special meeting are attached. A reminder that the Minutes are approved by the legislative body, that is the Board of Directors, not individual members of the Board who were present at the Meeting.

Alternatives

Take no action.

Fiscal Analysis

Not Applicable

Environmental Requirements

Not Applicable

Exhibits/Attachments

Attachment 1 – Draft Minutes from November 20, 2025, Special Meeting

**Humboldt Bay Municipal Water
District 828 7th Street, Eureka**



Minutes for Special Meeting of the Board of Directors

November 20, 2025

8:00 am

1. CALL TO ORDER

1.1 ROLL CALL

President Fuller called the meeting to order at 8:00 a.m. Directors Fuller, Stevens, Wheeler and Woo were present. General Manager Michiko Mares, Director of Maintenance and Operations Dale Davidsen, Director of Finance and Human Resources Chris Harris, Associate Engineer Annemarie Behan, Accounting Specialist Darcey Quinn, and Board Secretary Contessa Dickson were also present. Director Rupp was absent.

1.2 PLEDGE OF ALLEGIANCE

President Fuller led the flag salute.

1.3 ACCEPT AGENDA

ACTION: Motion to accept Agenda

Maker: Director Woo

Second: Director Wheeler

Vote: 4-0 to approve

2. PUBLIC COMMENT

No public comment.

3. Discussion and Action:

3.1 ACTION: Motion #25-038 Discuss & Consider Approval of Resolution 2025-15 – A resolution Authorizing the General Manager to Award Contract(s) for Emergency Relocation of Water Transmission Pipeline on Samoa Peninsula

Maker: Director Wheeler

Second: Director Stevens

Vote: 4-0 to approve

Ms. Mares reported on the proposed emergency relocation of the 6-inch pipeline on the Samoa Peninsula. Staff noted that recent and past high tides have damaged an air-release valve and that accelerated shoreline erosion requires relocating a portion of the pipeline before the early-December king tides. The emergency contract—updated to meet County insurance requirements—has been prepared with GR Sundberg. The Board acknowledged this as a necessary short-term protection measure and directed continued coordination with the County on long-term shoreline resiliency.

ADJOURNMENT

The meeting adjourned at 8:23 a.m.

Attest:

Michelle Fuller, Board President

Contessa Dickson, Board Secretary



ITEM: Approve Informational Memo Concerning the Un-Naming of the Mad River
PRESENTED BY: Michiko Mares, General Manager
TYPE of ITEM: INFORMATIONAL
TYPE of ACTION: General Vote – Consent Calendar

Recommendation

Staff recommend the Board approve the informational memo concerning the Un-Naming of the Mad River.

Discussion

At the June 10, 2025 Board meeting, Staff presented an informational memo concerning the legal process and implications of Un-Naming the Mad River. The Board directed staff to form an ad hoc committee to discuss this topic further and to emphasize the importance of proceeding thoughtfully and inclusively. President Fuller and Director Wheeler were selected to participate on this ad hoc committee.

The ad hoc committee met on July 3 and September 23, 2025. Staff requested the tribal consultation list from the Native American Heritage Commission (NAHC) for all tribes located within and adjacent to the watershed, including tributaries, which was received July 7, 2025.

At the October 9, 2025 Board meeting, Staff presented the next steps to move forward in the process to adopt a resolution to recognize “Baduwa’t” as the preferred name while acknowledging that “Mad River” remains the official federal designation. The Board approved the next steps to move forward which include:

- ~~1. Agree on the intent of the District’s efforts to be included in the government to government correspondence letters:~~
 - ~~a. The District’s recognition of the name Baduwa’t is intended to support the growing movement to honor Indigenous place names generally and Baduwa’t specifically;~~
 - ~~b. Demonstrate institutional leadership in restoring indigenous place names;~~
 - ~~c. Encourage other public agencies to take similar actions;~~
 - ~~d. Build momentum for official geographic renaming processes;~~
 - ~~e. Strengthen relationships and partnerships between Indigenous and non-Indigenous communities;~~

- ~~f. As stewards of the watershed, the District can learn from the local Indigenous tribe's traditional ecological knowledge to better renew our shared environment; and~~
- ~~g. Collaborate and explore joint funding opportunities on watershed renewal and water quality protection projects.~~
- ~~2. Prepare government to government correspondence letters to Wiyot affiliated tribes in the lower watershed, and to non-Wiyot tribes in the greater watershed area requesting consultation, guidance, and perspective regarding Indigenous place name recognition.~~
- 3. Coordinate government-to-government consultation meetings with Wiyot and non-Wiyot tribes.
- 4. Develop a resolution for Board approval which will:
 - a. Recognize Baduwa't as an Indigenous name for the Mad River;
 - b. Acknowledge tribal sovereignty, stewardship, and ancestral connections to these waters;
 - c. Commit to using Baduwa't in the District's official documents, signage, and public communications; and
 - d. Support broader community efforts to restore Indigenous place names.

Steps 1 and 2 have been completed. Examples of the government-to-government correspondence letters dated November 14, 2025 to Wiyot-affiliated tribes in the lower watershed (Attachment 1), and to non-Wiyot tribes in the greater watershed area (Attachment 2) requesting consultation, guidance, and perspective regarding Indigenous place name recognition are attached.

Alternatives

Not Applicable

Fiscal Analysis

Not Applicable

Environmental Requirements

Not Applicable

Exhibits/Attachments

Attachment 1 – Example letter to Wiyot-affiliated tribes

Attachment 2 – Example letter to non-Wiyot tribes



HUMBOLDT BAY MUNICIPAL WATER DISTRICT

828 Seventh Street • Eureka, California 95501-1114

PO Box 95 • Eureka, California 95502-0095

Office 707-443-5018 • Fax 707-443-5731

Essex 707-822-2918 • Fax 707-822-8245

Email: Office@hbmwd.com

Website: www.hbmwd.com

BOARD OF DIRECTORS

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NANCY STEVENS DIRECTOR

TOM WHEELER DIRECTOR

GENERAL MANAGER

MICHIKO M. MARES

November 14, 2025

Wiyot Tribe

Brian Mead - Chairman

1000 Wiyot Drive

Loleta, CA 95551

RE: Consultation Regarding Recognition of Indigenous Name Baduwa't and Community Partnerships

Dear Mr. Mead,

On behalf of the Humboldt Bay Municipal Water District Board of Directors and staff, I write to you in the spirit of government-to-government consultation and partnership. We recognize and respect the sovereignty of the Wiyot Tribe and your ancestral and ongoing connection to the lands and waters within our service area.

Acknowledgment and Recognition

The Humboldt Bay Municipal Water District operates on the traditional territory of the Wiyot people and holds water rights to the river known in English as the Mad River. We acknowledge that this waterway has been known to the Wiyot people as Baduwa't since time immemorial, long before European contact and the establishment of our District.

We recognize that our water infrastructure and operations exist within the ancestral homeland of the Wiyot people, and we are committed to honoring this relationship through respectful collaboration and meaningful action.

Proposed District Resolution

The Humboldt Bay Municipal Water District is prepared to adopt a formal resolution that would:

1. Recognize Baduwa't as an Indigenous name for the Mad River;

2. Acknowledge tribal sovereignty, stewardship, and ancestral connection to these waters;
3. Commit to using Baduwa't in the District's official documents, signage, and public communications; and
4. Support broader community efforts to restore Indigenous place names.

Community Partnerships

The District's recognition of the name Baduwa't is intended to support the growing movement to honor Indigenous place names generally and Baduwa't specifically. We hope our formal adoption of this name will:

1. Demonstrate institutional leadership in restoring Indigenous place names;
2. Encourage other public agencies to take similar actions;
3. Build momentum for official geographic renaming processes;
4. Strengthen relationships and partnerships between Indigenous and non-Indigenous communities;
5. As stewards of the watershed, the District can learn from the local Indigenous tribe's traditional ecological knowledge to better renew our shared environment; and
6. Collaborate and explore joint funding opportunities on watershed renewal and water quality protection projects.

Next Steps

We would be honored to meet with your leadership to discuss this proposal and explore how our District can best support your community's priorities regarding Baduwa't and broader watershed stewardship. We are committed to meaningful consultation rather than symbolic gestures, and we want to ensure our actions align with your community's wishes and protocols.

Please let us know your availability for a government-to-government meeting at your convenience. We are prepared to meet at a location of your choosing and according to your preferred protocols.

We look forward to your response and to building a strong, respectful partnership that honors the Wiyot people's enduring connection to Baduwa't and surrounding lands.

Respectfully,



Michelle Fuller
Board President
Humboldt Bay Municipal Water District

Contact Information:

828 7th Street, Eureka CA. 95501
707-443-5018
Fuller@hbmwd.com

This correspondence is sent in recognition of the government-to-government relationship between the Humboldt Bay Municipal Water District and the Wiyot Tribe, seeking meaningful consultation on matters that may affect intertribal relations and indigenous cultural heritage.



HUMBOLDT BAY MUNICIPAL WATER DISTRICT

828 Seventh Street • Eureka, California 95501-1114

PO Box 95 • Eureka, California 95502-0095

Office 707-443-5018 • Fax 707-443-5731

Essex 707-822-2918 • Fax 707-822-8245

Email: Office@hbmwd.com

Website: www.hbmwd.com

BOARD OF DIRECTORS

MICHELLE FULLER, PRESIDENT

SHERI WOO, VICE-PRESIDENT

J. BRUCE RUPP, SECRETARY-TREASURER

NANCY STEVENS DIRECTOR

TOM WHEELER DIRECTOR

GENERAL MANAGER

MICHIKO M. MARES

November 14, 2025

Wintu Tribe of Northern California

Shawna Garcia - Councilwoman

2109 Penn Dr

Redding, CA, 96002

RE: Consultation Regarding Recognition of Indigenous Name Baduwa't and Community Partnerships

Dear Ms. Garcia,

On behalf of the Humboldt Bay Municipal Water District Board of Directors and staff, I write to you in the spirit of government-to-government consultation and partnership. We are reaching out to seek your guidance and perspective on an important matter regarding Indigenous place name recognition within our service area.

Background and Context

The Humboldt Bay Municipal Water District holds water rights to the river currently known as the Mad River, which flows through traditional Wiyot territory before reaching the Pacific Ocean. We are considering adopting a resolution to recognize the Wiyot name Baduwa't for this waterway in our District operations and communications.

We recognize that waterways connect many tribal territories and that multiple tribes may have historical and ongoing relationships with the same geographic features. Before moving forward, we want to ensure we are conducting proper consultation with all affected tribal governments.

Proposed District Resolution

The Humboldt Bay Municipal Water District is prepared to adopt a formal resolution that would:

1. Recognize Baduwa't as an Indigenous name for the Mad River;
2. Acknowledge tribal sovereignty, stewardship, and ancestral connection to these waters;

3. Commit to using Baduwa't in the District's official documents, signage, and public communications; and
4. Support broader community efforts to restore Indigenous place names.

Community Partnerships

The District's recognition of the name Baduwa't is intended to support the growing movement to honor Indigenous place names generally and Baduwa't specifically. We hope our formal adoption of this name will:

1. Demonstrate institutional leadership in restoring Indigenous place names;
2. Encourage other public agencies to take similar actions;
3. Build momentum for official geographic renaming processes;
4. Strengthen relationships and partnerships between Indigenous and non-Indigenous communities;
5. As stewards of the watershed, the District can learn from the local Indigenous tribe's traditional ecological knowledge to better renew our shared environment; and
6. Collaborate and explore joint funding opportunities on watershed renewal and water quality protection projects.

Next Steps

We would be honored to meet with your leadership to discuss this proposal and explore how our District can best support your community's perspective regarding Baduwa't. We are committed to meaningful consultation rather than symbolic gestures, and we want to ensure our actions align with your community's wishes and protocols.

Please let us know your availability for a government-to-government meeting at your convenience. We are prepared to meet at a location of your choosing and according to your preferred protocols.

We are committed to proceeding only in a manner that respects tribal sovereignty, honors intertribal relationships, and supports the broader goals of Indigenous place name recognition without creating unintended conflicts or complications.

Thank you for your time and consideration. We look forward to your guidance and to building respectful government-to-government relationships.

Respectfully,



Michelle Fuller
Board President
Humboldt Bay Municipal Water District

Contact Information:

828 7th Street, Eureka CA. 95501
707-443-5018
Fuller@hbmwd.com

This correspondence is sent in recognition of the government-to-government relationship between the Humboldt Bay Municipal Water District and the Wintu Tribe of Northern California, seeking meaningful consultation on matters that may affect intertribal relations and indigenous cultural heritage.



ITEM: Approve Informational Memo Concerning Strategic Planning Initiative

PRESENTED BY: Michiko Mares, General Manager

TYPE of ITEM: INFORMATIONAL

TYPE of ACTION: General Vote – Consent Calendar

Recommendation

Staff recommend the Board approve the informational memo concerning the strategic planning initiative.

Discussion

At the November 13, 2025 Board meeting, the Board approved moving forward with the development of a comprehensive strategic plan for Humboldt Bay Municipal Water District. The strategic planning process will establish a clear, shared vision and actionable priorities to guide operational and governance decisions for the next planning period.

The Strategic Plan Development Workshop is scheduled for Monday, February 2 and Tuesday, February 3, 2026 at the District's Eureka office. Steps 1 through 3 have been completed to support this initiative. Meals will be provided to participants including dinner on Monday, February 2, 2026.

Proposed Strategic Plan Development Process

Facilitator: Hilary Straus, General Manager, Citrus Heights Water District and CSDA Certified Trainer

Timeline and Structure:

- Half-Day Session: Governance Training
 - Focused training for Board and leadership on effective governance principles and strategic planning frameworks
- 1.5-Day Workshop: Mission, Goals, and Strategic Plan Development
 - Facilitated collaborative session to develop mission statement, identify strategic goals, and establish priorities and implementation timelines

Total Duration: 2 days

Attendees:

- Board of Directors
- Executive Leadership
- Supervisors

- Key Advisors and Staff Members

Expected Outcomes

Upon completion of this strategic planning initiative, the District will have:

- A clearly defined mission statement reflecting the District's purpose and values
- Strategic goals and objectives aligned with agency needs and industry standards
- Actionable priorities for the near and long term
- A Board-approved roadmap that empowers the General Manager with clear guidance
- Enhanced organizational alignment and shared understanding of direction
- A professional planning document that demonstrates governance excellence

Next Steps and Timeline

Status Update

- ~~1. Board approval of strategic plan development initiative~~
- ~~2. Confirmation of dates for the 2-day workshop~~
 - ~~a. Tuesday, January 20 and Wednesday, January 21, 2026~~
 - ~~b. Monday, February 2 and Tuesday, February 3, 2026~~
 - ~~c. Monday, February 9 and Tuesday, February 10, 2026~~
 - ~~d. Tuesday, February 17 and Wednesday, February 18, 2026~~
- ~~3. Contract Execution to Hilary Straus and CSDA to facilitate the process~~
4. Communication to all participants regarding purpose, expectations, and schedule
5. Preliminary materials preparation (organizational background, stakeholder input, etc.)
6. Execution of workshop
7. Post-workshop documentation, approval, and implementation planning

Alternatives

Not Applicable

Fiscal Analysis

Not Applicable

Environmental Requirements

Not Applicable

Exhibits/Attachments

None



ITEM: Approve Implementation of Program to Administer the Disaster Service Workers Oath of Allegiance

PRESENTED BY: Michiko Mares, General Manager

TYPE of ITEM: ACTION

TYPE of ACTION: General Vote – Consent Calendar

Recommendation

Staff recommend the Board approve implementation of program to administer the Disaster Service Workers (DSW) oath of allegiance to all current employees and incorporate oath administration into the new employee onboarding process. This action is legally required, fiscally minimal, and represents sound risk management practice.

Discussion

Employees of public entities, including special districts, are designated as Disaster Service Workers (DSW) by operation of law per Government Code §§ 3100–3109 (Attachment 1). All DSW must take and subscribe to the oath of allegiance before they enter upon the duties of their employment. Refer to page 10 of the Disaster Service Worker Volunteer Program (DSWVP) as provided by Cal-OES (Attachment 2) which further states:

“Disaster service workers [DSW] also include public employees. (Gov. Code, § 3101.) Public employees may be activated by their supervisor to perform disaster services. An injured DSW public employee has benefits and liability protections through his/her employer.”

The oath of allegiance is set forth in Section 3 of Article XX of the Constitution of California (Attachment 3).

"I, _____ **[name]** _____, do solemnly swear (or affirm) that I will support and defend the Constitution of the United States and the Constitution of the State of California against all enemies, foreign and domestic; that I will bear true faith and allegiance to the Constitution of the United States and the Constitution of the State of California; that I take this obligation freely, without any mental reservation or purpose of evasion; and that I will well and faithfully discharge the duties upon which I am about to enter.

And I do further swear (or affirm) that I do not advocate, nor am I a member of any party or organization, political or otherwise, that now advocates overthrow of the Government

of the United States or of the State of California by force or violence or other unlawful means; that within the five years immediately preceding the taking of this oath (or affirmation) I have not been a member of any party or organization, political or otherwise, that advocated the overthrow of the Government of the United States or of the State of California by force or violence or other unlawful means except as follows:

(if no affiliations, write in the words “No Exceptions”) and that during such time as I am employed by Humboldt Bay Municipal Water District I will not advocate nor become a member of any party or organization, political or otherwise, that advocates the overthrow of the Government of the United States or the State of California by force or violence or other unlawful means.”

Alternatives

Alternative 1: Full Compliance- Administer Oath to All Current and Future Employees (Recommended)

Advantages:

- Achieves full compliance with state law
- Eliminates potential legal liability
- Ensures employees can be legally compensated
- Aligns district with standard practices of other California public agencies
- Provides legal protection for employees serving in disaster response roles

Disadvantages:

- Requires administrative time to coordinate oath administration
- May require explanation to employees unfamiliar with the requirement

Alternative 2: Status Quo- Continue Without Administering Oaths

Advantages:

- No immediate administrative burden
- Avoids potential employee concerns about oath requirements

Disadvantages:

- Direct violation of state law requirements
- Exposes district to potential legal liability
- Technically, employees should not be compensated without the oath (Government Code Section 3107)
- Places district at risk if disaster service is required
- Employees would lack statutory protections afforded to registered disaster service workers
- Could face audit findings or compliance issues

Fiscal Analysis

Overall fiscal impact is minimal and represents prudent risk management.

Environmental Requirements

Not Applicable

Exhibits/Attachments

Attachment 1 – Government Code §§ 3100–3109

Attachment 2 – Disaster Service Worker Volunteer Program (DSWVP)

Attachment 3 – Oath of Allegiance for Disaster Service Workers and Public Employees


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GOVERNMENT CODE - GOV

TITLE 1. GENERAL [100 - 7931.000] (Title 1 enacted by Stats. 1943, Ch. 134.)

DIVISION 4. PUBLIC OFFICERS AND EMPLOYEES [1000 - 3599.84] (Division 4 enacted by Stats. 1943, Ch. 134.)

CHAPTER 8. Oath or Affirmation of Allegiance for Disaster Service Workers and Public Employees [3100 - 3109] (Heading of Chapter 8 amended by Stats. 1972, Ch. 590.)

3100. It is hereby declared that the protection of the health and safety and preservation of the lives and property of the people of the state from the effects of natural, manmade, or war-caused emergencies which result in conditions of disaster or in extreme peril to life, property, and resources is of paramount state importance requiring the responsible efforts of public and private agencies and individual citizens. In furtherance of the exercise of the police power of the state in protection of its citizens and resources, all public employees are hereby declared to be disaster service workers subject to such disaster service activities as may be assigned to them by their superiors or by law.

(Amended by Stats. 1971, Ch. 38.)

3101. For the purpose of this chapter the term "disaster service worker" includes all public employees and all volunteers in any disaster council or emergency organization accredited by the Office of Emergency Services. The term "public employees" includes all persons employed by the state or any county, city, city and county, state agency, or public district, excluding a person who is legally employed but who is not a citizen or national of the United States.

(Amended by Stats. 2021, Ch. 296, Sec. 29. (AB 1096) Effective January 1, 2022.)

3102. (a) All disaster service workers shall, before they enter upon the duties of their employment, take and subscribe to the oath or affirmation required by this chapter.

(b) In the case of intermittent, temporary, emergency or successive employments, then in the discretion of the employing agency, an oath taken and subscribed as required by this chapter shall be effective for the purposes of this chapter for all successive periods of employment which commence within one calendar year from the date of that subscription.

(c) Notwithstanding subdivision (b), the oath taken and subscribed by a person who is a member of an emergency organization sanctioned by a state agency or an accredited disaster council, whose members are duly enrolled or registered with the Office of Emergency Services, or any accredited disaster council of any political subdivision, shall be effective for the period the person remains a member with that organization.

(Amended by Stats. 2013, Ch. 352, Sec. 105. (AB 1317) Effective September 26, 2013. Operative July 1, 2013, by Sec. 543 of Ch. 352.)

3103. The oath or affirmation required by this chapter is the oath or affirmation set forth in Section 3 of Article XX of the Constitution of California.

(Amended by Stats. 1953, Ch. 1250.)

3104. The oath or affirmation may be taken before any officer authorized to administer oaths. The oath or affirmation of any disaster service worker may be taken before his appointing power or before any person authorized in writing by his appointing power.

No fee shall be charged by any person before whom the oath or affirmation is taken and subscribed.

(Amended by Stats. 1971, Ch. 38.)

3105. (a) The oath or affirmation of any disaster service worker of the state shall be filed as prescribed by State Personnel Board rule within 30 days of the date on which it is taken and subscribed.

(b) The oath or affirmation of any disaster service worker of any county shall be filed in the office of the county clerk of the county or in the official department personnel file of the county employee who is designated as a disaster service worker.

(c) The oath or affirmation of any disaster service worker of any city shall be filed in the office of the city clerk of the city.

(d) The oath or affirmation of any disaster service worker of any other public agency, including any district, shall be filed with any officer or employee of the agency that may be designated by the agency.

(e) (1) In its discretion, the board of supervisors of a county may require every disaster service worker of that county who legally changes their name, within 10 days from the date of the change, to file a new oath or affirmation in the same manner as the original filing. The county may maintain a record of each person so required to file a new oath of office indicating whether or not the person has complied. Any record maintained pursuant to this paragraph is a public record subject to disclosure under the California Public Records Act (Division 10 (commencing with Section 7920.000)).

(2) Notwithstanding any other law, including, but not limited to, Sections 3108 and 3109, failure of a disaster service worker to file a new oath of office required by the board of supervisors pursuant to this subdivision shall not be punishable as a crime.

(f) The oath or affirmation of any disaster service worker may be destroyed without duplication five years after the termination of the disaster service worker's service or, in the case of a public employee, five years after the termination of the employee's employment.

(Amended by Stats. 2021, Ch. 615, Sec. 137. (AB 474) Effective January 1, 2022. Operative January 1, 2023, pursuant to Sec. 463 of Stats. 2021, Ch. 615.)

3106. Compliance with this chapter shall, as to state employees, be deemed full compliance with Chapter 4, Part 1, Division 5, Title 2 of this code, requiring taking of oaths by state employees.

(Added by Stats. 1950, 3rd Ex. Sess., Ch. 7.)

3107. No compensation nor reimbursement for expenses incurred shall be paid to any disaster service worker by any public agency unless such disaster service worker has taken and subscribed to the oath or affirmation required by this chapter. It shall be the duty of the person certifying to public payrolls to ascertain and certify that such disaster service worker has taken such oath or affirmation. Whenever there is more than one officer certifying to public payrolls the governing body of a city or county or school district may designate and make it the duty of a certain officer or officers to ascertain and certify that such disaster service worker has taken such oath or affirmation. The governing body of a city or county or school district may designate and make it the duty of a local disaster service officer to ascertain and certify that each volunteer disaster service worker has taken such oath or affirmation.

Nothing in this chapter, however, shall prevent the correction of any technical error or deficiency in an oath taken pursuant to this chapter; provided, such correction is made before the disaster service worker is actually paid or reimbursed.

(Amended by Stats. 1971, Ch. 38.)

3108. Every person who, while taking and subscribing to the oath or affirmation required by this chapter, states as true any material matter which he or she knows to be false, is guilty of perjury, and is punishable by imprisonment pursuant to subdivision (h) of Section 1170 of the Penal Code for two, three, or four years.

(Amended by Stats. 2011, Ch. 15, Sec. 126. (AB 109) Effective April 4, 2011. Operative October 1, 2011, by Sec. 636 of Ch. 15, as amended by Stats. 2011, Ch. 39, Sec. 68.)

3109. Every person having taken and subscribed to the oath or affirmation required by this chapter, who, while in the employ of, or service with, the state or any county, city, city and county, state agency, public district, or disaster council or emergency organization advocates or becomes a member of any party or organization, political or otherwise, that advocates the overthrow of the government of the United States by force or violence or other unlawful means, is guilty of a felony, and is punishable by imprisonment pursuant to subdivision (h) of Section 1170 of the Penal Code.

(Amended by Stats. 2011, Ch. 15, Sec. 127. (AB 109) Effective April 4, 2011. Operative October 1, 2011, by Sec. 636 of Ch. 15, as amended by Stats. 2011, Ch. 39, Sec. 68.)



Disaster Service Worker Volunteer Program

Guide Book

May 2024 (Rev.)

Nancy Ward
Director
California Governor's Office of Emergency Services



The Disaster Service Worker Volunteer Program (DSWVP) Guidance is revised effective May 2024 and replaces the October 2016 version.

This Document will be revised as regulations are amended or other significant changes are deemed appropriate.

DISCLAIMER

The DSWVP Guidance does not establish new standards.
It is informational only and does not replace regulations or statute.
Legal questions should be addressed with your city or county counsel.

*Volunteers don't get paid, not because they're worthless,
but because they're priceless.*

Sherry Anderson

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DISASTER SERVICE WORKER VOLUNTEER PROGRAM

Introduction

The State of California Disaster Service Worker Volunteer Program (DSWVP) was created as the result of legislation to provide worker's compensation benefits in the event a Disaster Service Worker (DSW) volunteer is injured while performing authorized disaster service duties. The Program also provides limited liability protection.

The California Governor's Office of Emergency Services (Cal OES) administers the Program whose authority is in the California Emergency Services Act (ESA), Government Code Section 8585.5. The appropriation for the DSWVP is approved by the State Legislature on an annual basis out of the General Fund. There is no cost to local government to use this Program.

This Guidance provides Program history, Program administration, step-by-step claim submission instructions, answers to frequently asked questions and related topics. It is to be used in conjunction with the DSWVP Regulations. (California Code of Regulations (CCR), Title 19, §2570-2573.3.)

Additional program information including State Fund forms, is located on the Cal OES web page at:

[Disaster Service Worker Volunteer Program | California Governor's Office of Emergency Services](#)

It is important to acknowledge that the DSWVP is not the sole source for providing workers' compensation and liability protections for volunteers. Government and other agencies may secure insurance or other coverage for their volunteers participating in activities not covered under the Program.

The Disaster Service Worker Volunteer Program is also referred to as:



- DSW Volunteer Program
- DSW Program
- Program
- DSWVP

Disclaimer

This guidance does not establish new standards. It is informational only and is not intended to be used as an interpretation of or supplement to any statute or the DSWVP Regulations found in the California Code of Regulations (CCR), Title 19, sections 2570-2573.3. Legal questions should be addressed with your city or county counsel.

PROGRAM HISTORY

History

The history of the Disaster Service Worker Volunteer Program (DSWVP) dates back to the early 1940s when our country was involved in World War II. At that time, all counties in California had War Councils. Later, these War Councils were renamed Disaster Councils, which played a significant role in the development of the DSW Volunteer Program.

The War Powers Act and The California War Council

Due to concern about an invasion along the United States Pacific border, the War Powers Act of 1943 created the California War Council. Its first job was to help city and county defense and local war councils. The California War Council recognized human resources in California were inadequate to address the problems of mass attacks or natural disasters. As a result, local war councils recruited numerous civilian volunteers. Men and women from all walks of life trained for hazardous jobs and were on call at all times. These volunteers were subject to possible safety risks in the performance of emergency duties.

Prior to the War Powers Act, civilian volunteers were not provided compensation if injured while performing volunteer duties. In 1942, the State Attorney General issued an opinion finding that volunteers injured during civilian defense work were ineligible for workers' compensation benefits. The reasoning was that these volunteers donated their time for the benefit of California citizens without expectation of compensation and similarly could not expect compensation if injured because no employment relationship existed.

Realizing failure to compensate volunteers for injuries received while volunteering was not conducive to recruitment, the Legislature addressed the problem with the War Powers Act. The Act provided workmen's compensation benefits to volunteers injured in the course of their volunteer duties. One requirement was that volunteers must be registered with a local war council, which must be certified by the California War Council. On June 4, 1943, the Council certified all existing California War Councils as "accredited" to qualify enrolled Civilian Defense workers for workers' compensation.

Volunteers and Workers' Compensation

As a result of the California War Council's action in accrediting local war councils (later called Disaster Councils), and the availability of workmen's compensation, volunteer groups were formed. These volunteers were called into action in many local crises. The California War Council succeeded in establishing the rights of injured volunteers to apply for Worker's Compensation benefits, even though the emergency in which they had acted was not due to enemy action.

Currently, Disaster Service Worker volunteers, like their predecessors, the Civilian Defense Workers, provide valuable services during emergencies. Workers' compensation benefits continue to be provided to registered volunteers who contribute their services to help protect lives and property of the State. Additionally, Disaster Service Workers are entitled to limited immunity from liability when acting in the course of their disaster service duties.

California Emergency Council/ Cal OES

The California Emergency Council (CEC) was established in the early 1900s to serve as the official advisory body to the Governor during times of emergency and on matters about emergency preparedness. One statutory duty of the CEC was to approve the accreditation of local Disaster Councils as required by law. As a result of Senate Bill 92, Budget Act of 2011, Chapter 36, Statutes of 2011, all duties related to the DSW Program, including certifying the accreditation of disaster councils, were transferred from CEC to Cal OES. (Gov. Code, § 8612.)

Accreditation is necessary for a Disaster Council to register DSW volunteers in the program, which provides workers' compensation benefits if they are injured performing authorized disaster service work. The program also provides limited immunity from liability for DSW workers.

Disaster Councils

A disaster council is a public agency established by ordinance that is empowered to register and direct the activities of disaster service workers within the area of the county, city, city and county, or any part thereof. In this respect, the disaster council is acting as an instrument of the state in aid of carrying out general state government functions and policies with regard to disaster services. (Cal. Code Regs., tit. 19, § 2570.2 (d).)

**Disaster
Councils**
(continued)

Counties, cities and counties, and cities may create disaster councils by ordinance. A disaster council shall develop plans for meeting any condition constituting a local emergency or state of emergency, including, but not limited to, earthquakes, natural or manmade disasters specific to that jurisdiction, or state of war emergency; those plans shall provide for the effective mobilization of all of the resources within the political subdivision, both public and private. The disaster council shall supply a copy of any plans developed under this section to the Cal OES. (Gov. Code, § 8610.)

The governing body of a county, city, and county, or city may, by ordinance or resolution, authorize public officers, employees, and registered volunteers to command the aid of citizens when necessary in the execution of their duties during a state of war emergency, a state of emergency, or a local emergency. (Gov. Code, § 8610.)

**Accredited
Disaster
Councils**

California law requires individuals to register with an Accredited Disaster Council (ADC), Cal OES, or an authorized state agency in order to become DSW volunteers. (Cal. Code Regs., tit. 19, § 2570.2.) Most cities and all counties in California have ADCs. Affiliation with an ADC and written delegated authority from that Council are required prior to administering a disaster service worker volunteer program. (Cal. Code Regs., tit. 19, § 2571.)

Any disaster council that agrees to comply with the rules and regulations established by Cal OES pursuant to Government Code section 8585.5 shall be certified by Cal OES. Upon certification, and not before, the disaster council becomes an accredited disaster council. (Cal. Code Regs., tit. 19, § 2570.2(e); Gov. Code, § 8612.)

If an accredited disaster council fails to comply with the established rules and regulations, Cal OES may revoke its certification and the disaster council shall lose its accredited status. It may again become accredited in the same manner as provided for a disaster council not previously accredited. (Gov. Code, § 8613.)

Accreditation Eligibility

Eligibility for accreditation requires a Disaster Council to provide Cal OES with certified copies of the following:

1. An Emergency Ordinance which must include:
 - a) Provision for the existence of a Disaster Council.
 - b) Specification of a Chairperson or Director of the Disaster Council
 - c) Recognition of the emergency management organization
 - d) Statement of compliance with the Emergency Services Act
2. A DSW Volunteer Resolution
 - ⇒ Allows cities and counties to register individuals as DSW volunteers to be eligible for workers' compensation benefits.
3. A Master Mutual Aid Agreement (MMAA)
 - ⇒ Becoming a signatory to the Agreement allows for participation in the statewide Mutual Aid system.

Model documents for cities and counties are located in Appendices E and F on pages 71 and 76 respectively of this Guidance.

Any **amendments** or revisions to the Emergency Ordinance, the DSW Resolution, or the MMAA, before approval or adoption, require the ADC to submit certified copies to Cal OES for review for continued compliance.

Questions regarding the accreditation status of a Disaster Council may be directed to Cal OES Preparedness Branch. Other resources:

- Appendix D: California Accredited Disaster Council List (2012)
- Cal OES DSWVP web address:

[Disaster Service Worker Volunteer Program | California Governor's Office of Emergency Services](#)

DEFINITIONS

Disaster Service Worker (DSW) Volunteer

A disaster service worker volunteer is “...any natural person who is registered with an accredited disaster council...for the purpose of engaging in disaster service...without pay or other consideration.”

Registered DSW volunteers are persons who choose to volunteer their time to assist a disaster or emergency services agency in carrying out the responsibilities of that agency. The person must:

- be officially registered with the Accredited Disaster Council; and,
- receive no pay or compensation, monetary or otherwise, for the service being provided.



Food and lodging provided or expenses reimbursed for these items to DSW volunteers during their activation does not constitute other considerations and does not prevent them from receiving DSW Program benefits.

DSW Public Employee

Disaster service workers also include public employees. (Gov. Code, § 3101.) Public employees may be activated by their supervisor to perform disaster services. An injured DSW public employee has benefits and liability protections through his/her employer.

A public employee performing disaster work outside his/her regular job **AND** without pay is eligible for program benefits. (Lab. Code, § 3211.92(b).) Registration is required with ADC, authorized designee, or Cal OES.

Example A City Clerk is a search and rescue member with the Sheriff's Office registered as a DSW volunteer. Conditions met: performing duties outside her regular job **AND** receives no pay for her services.

DSW Comparison Table

DSW Public Employees	DSW Volunteers
Declared as DSWs assigned to perform disaster service duties by their superiors or law. (Gov. Code, § 3100.)	Term DSW includes volunteers registered by ADC, Cal OES or authorized designee. (Gov. Code, § 3101; Lab. Code, § 3211.92(a).)
Term DSW includes public employees employed by the state, county, city, city and county, state agency, public district. (Gov. Code, § 3101.)	<u>Unpaid</u> for performing disaster service duties.
<u>Paid</u> for performing disaster service duties.	If injured during authorized disaster service duties, eligible for worker's compensation under the DSW Program.
If injured during activation, eligible for employer's worker's compensation.	

DEFINITIONS, Continued

Impressed into Service

Disaster service worker also means:

“any unregistered person impressed into service during a state of war emergency, a state of emergency, or a local emergency by a person having authority to command the aid of the citizens in the execution of his or her duties.” (Lab. Code, § 3211.92(b).)

Circumstances may occur when an emergency official (a firefighter, law enforcement officer, or other public official having authority to command the aid of citizens to carry out assigned duties) requires the immediate assistance of another person who may not be a public employee or a registered volunteer. In such a time, that official can order a bystander to assist in an emergency situation. The bystander has just been impressed into service, and as such, is covered by worker's compensation and has immunity from liability to the same degree as a registered DSW volunteer.

Although rare, certain situations may warrant such action. The emergency official notates the impressed person's name, address, and phone number at the incident scene. The impressed person is under the supervision of that official until released from duty.

Disaster Service

Eligible disaster service means all activities authorized by and carried on pursuant to the California Emergency Services Act (ESA) while assisting any unit of the emergency organization during a proclaimed emergency or during a Search and Rescue mission, including approved, documented, and supervised

- activities performed to mitigate an imminent threat of extreme peril to life, property, and resources

Example:

As a result of heavy rains and rising flood water approaching a structurally compromised dam in the community, the emergency manager activated DSW volunteers to fill sandbags to prevent a potential evacuation. An imminent threat to public safety existed, and DSW volunteers were deployed. In this scenario, a proclamation was not necessary, and this activity would be an eligible disaster service activity.

DEFINITIONS Continued

Disaster Service

(continued)

- training necessary to engage in such activities
 - includes out-of-state training that meets specific criteria pre-authorized by Cal OES
 - official deployments (including out-of-state pre-authorized by Cal OES)
 - official mutual aid
- (Cal. Code Regs., tit. 19, §§ 2570.1, 2570.2.(b)(1).)

Disaster service, as defined by the DSW Volunteer Program, is designed primarily to aid in disaster events. It does not include the day-to-day emergency response activities typically associated with, for example, law enforcement, fire services, or emergency medical services.

Eligible Activities

Eligible DSW activities must be approved, documented, and supervised by the Accredited Disaster Council or authorized registering entity. These activities include:

- ✓ Proclaimed emergencies
- ✓ Official deployments
 - In-state
 - Out-of-state
- ✓ Activities when mitigating an imminent threat of extreme peril to life, property, and resources*
 - Flyer distribution during a tsunami alert
 - Filling sandbags during high-rising flood conditions that threaten an entire community
 - Traffic control during an evacuation

**Imminent threat of extreme peril refers to a public calamity that presents a threat to public safety.*
- ✓ Vaccination clinics during a pandemic event
- ✓ Search and rescue (SAR) missions
- ✓ Evidence searches conducted by SAR
- ✓ Travel directly to and from the incident site. May include:
 - Stopping for gas on the way to the incident site
 - Picking up equipment located at a remote or different site that is required to perform disaster service duties

DEFINITIONS, Continued

Eligible Activities (continued)

- ✓ Training, which must be authorized in writing in advance
 - Commensurate with DSW classification
 - All levels: basic, intermediate, advanced, refresher
 - Exercises, drills
 - Classroom instruction
 - Vehicle operational training
 - Behind-the-wheel emergency response vehicle instruction
 - Equipment training
 - Planned events that present a unique opportunity to learn a specific skill that otherwise cannot be exercised. Example:
 - Operation of radio devices and satellite equipment to test communication capabilities across disciplines and among agencies.
 - Out-of-state training when conducted in a manner geographi and functionally specific to cross-border emergency response
 - Requires Cal OES Executive Office pre-authorization
 - Physical fitness testing when conducted as part of a pre-approved training activity AND not when conducted solely as part of a license or certification requirement.

Not all duties volunteers are activated or tasked to perform by the registering government entity are eligible under the program including the day-to-day emergency response activities typically associated with, for example, law enforcement, fire services, or emergency medical services. Other ineligible activities include but are not limited to:

Ineligible Activities

- ⇒ Unapproved training
- ⇒ Out-of-state training not conducted in a manner geographically and functionally specific to cross-border emergency response
- ⇒ Meetings
- ⇒ Equipment/supply maintenance
- ⇒ Educational fairs
- ⇒ Physical fitness testing when conducted solely as part of a license or certification requirement.
- ⇒ First aid booths at concerts, races, etc.
- ⇒ Vaccination clinics in a non-imminent threat environment
- ⇒ Parades (except as described in Eligible Activities)
- ⇒ Celebrations, ceremonies, community events
- ⇒ Fire safety events
- ⇒ Traffic control in a non-imminent threat environment
- ⇒ Travel to and from training

⇒ Self-deployment

Examples

An identical disaster service duty may be performed under different environments, which determines whether it is an eligible activity.

Duty	Scenario	Eligible ?
Distributing disaster kit	Two weeks after a storm	Yes
Distributing disaster kit	At educational fair	No
Assist with crowd control	During an evacuation	Yes
Assist with crowd control	During a concert	No
Staff first aid booth	Airshow: crash injures spectators	Yes
Staff first aid booth	Airshow: no incident	No
Set up a fire rehab area	High-rise apartment complex on fire	Yes
Set up a fire rehab area	Single structure fire	No

See the table

below for example:

below for examples:



Local government and other entities using volunteers for activities not covered under the program may provide optional medical and liability protection insurance for these purposes.

Spontaneous Unaffiliated Volunteers

Spontaneous unaffiliated volunteers (SUVs) are not pre-registered volunteers and have not been impressed into service. They are volunteers who come forward spontaneously during the time of a disaster or post-disaster to assist without pay or compensation.

Augment Existing Organizations

SUVs may be used to augment existing organizations. Pre-disaster registered volunteers are typically used before SUVs, and serve at the pleasure of the agency they assist. The agency may restrict assignments, control their level of participation, or prohibit their use altogether. The agency's management assumes responsibility to ensure SUVs are physically and mentally capable of performing the duties they are assigned and provide training appropriate to the assignment.

Training Examples:

- a) safety instruction in filling/moving sandbags in a flood response
- b) basic instruction in assisting at a shelter and processing incoming evacuees

Single Event Registration

SUVs may be registered as DSW volunteers for the duration of that single event. To be eligible for workers' compensation benefits, all program requirements must be met including proper registration, appropriate training, working under official supervision, etc.

The local emergency plan is one resource to address registration and management of SUVs and may identify specific community-based organizations (CBO) to facilitate the registration process, i.e. assist volunteers in completing their section of the registration form. CBOs, however, cannot register volunteers as DSWs. Registration is the responsibility of the ADC or its authorized designee to ensure the oath requirement is fulfilled

An SUV registered as a DSW volunteer is eligible for Program benefits.

Supervising Agency

A supervising agency is a government entity with delegated responsibility by the accredited disaster council (ADC) to supervise DSW volunteers during eligible disaster service activities.

Example: County Animal Control gives written authority by the ADC to register volunteers as DSWs in the Animal Rescue, Care and Shelter classification. County Animal Control is a government entity with the responsibility of supervising the volunteers it registered as DSWs.

The supervising agency and registering agency may not always be the same government entity.

Using the above example, County Animal Control officially deploys its registered DSW volunteers to County 'D' at its mutual aid request to help evacuate and rescue large animals. County Animal Control is the registering agency, and County 'D' becomes the supervising agency.

Good Samaritan Laws

Volunteers, as well as the disaster council with which they are affiliated, who engage in emergency response but who are not properly registered DSW volunteers *may* have some liability protection under state and federal good samaritan laws. However, these volunteers and the organizations with which they are affiliated may not be entitled to the same immunity afforded to properly registered DSW volunteers and their organizations. (Gov. Code, §§ 810 et seq., 280 et seq., 8657(b); Health & Saf. Code, § 1799.107; 42 U.S.C.A. §§ 14501-14505; Volunteer Protection Act of 1997 (Pub.L. No.105-19.)

Additionally, unregistered volunteers, except impressed persons, are not provided workers' compensation benefits through the DSW Volunteer Program.

Immunity from Liability

DISCLAIMER: This is not intended to be, nor should it be construed as legal advice. All DSW volunteers and accredited disaster councils must consult with their local legal counsel to determine what laws, if any, might apply to their particular set of circumstances.

Personal injury or property damage sustained by a DSW volunteer:

This section pertains to the liability of the Accredited Disaster Council, political subdivision, or any other public entity with which the DSW volunteer is affiliated. It does not address the liability of third parties who cause injury to a DSW volunteer. As provided in the Emergency Services Act, no political subdivision or other public entity is liable for personal injury or property damage sustained by any duly enrolled or registered volunteer engaged in or training for emergency preparedness or relief activity. (Gov. Code, § 8657(b).) Workers' compensation is the exclusive remedy of a DSW volunteer for injury or death against the state, disaster council with which he or she is registered, and the county that has empowered the disaster council to register and direct his or her activities. (Lab. Code, § 4351.)

Personal injury or property damage sustained by a third party:

Registered DSW volunteers, and unregistered persons duly impressed into service during a state of war emergency, state of emergency, or local emergency, who are complying with an order or performing authorized functions or duties, enjoy the same immunities as officers and employees of the state and its political subdivisions performing similar work for their respective entities. (Gov. Code, §§ 8657(a), 3101810 *et seq.*, 820 *et seq.*; Civ. Code, § 1714.5(b); Cal. Code Regs., title 19, §§ 2570.2, 2572.2; *Volunteer Protection Act of 1997* (Pub.L. No. 105-19).) Therefore, if while performing his or her authorized duties, a DSW volunteer causes injury or property damage to a third party, he or she may be able to assert an immunity defense if sued by that third party for the injury or damage. Generally, immunity from liability *will not* apply in cases where acts are intentional, willful, grossly negligent, criminal, or outside the scope of permissible DSW activities.

**(Immunity
from Liability
(continued))**

It is important to note that immunity does not prevent a lawsuit from being filed against a DSW volunteer, the political subdivision, or a political entity. Rather, immunity may be asserted as a defense to a legal action. A DSW volunteer, the political subdivision, or political entity may still be responsible for legal fees associated with defending any action, as legal fees are not covered by the DSW Program.

DSWVP

The California "Disaster Service Worker Volunteer Program" is also referred to as the DSW Volunteer Program, the DSW Program, the Program, or the DSWVP.



The DSWVP provides worker's compensation to individuals registered as DSW volunteers. Public employees who work within the scope of their regular job AND receive pay are DSWs, not DSW volunteers.

If injured, public employees are eligible to file a worker's compensation claim through their employer's insurance plan for reimbursement of lost wages and medical bills.

CLASSIFICATIONS OF DSW VOLUNTEERS

Classifications DSW volunteers perform a wide variety of disaster service duties, which are categorized into classifications to comply with one of the registration requirements. Classifications also assist the registering entity in identifying potential gaps in their volunteer resources and help track the different disaster service duties their volunteers are performing.

The approved DSW volunteer classifications are listed below.

1. Animal Rescue, Care and Shelter
2. Communications
3. Community Emergency Response Team Member
4. Emergency Operations Center/Incident Command
5. Fire
6. Human Services
7. Laborer
8. Law Enforcement
9. Logistics
10. Medical & Environmental Health
11. Safety Assessment Program Evaluator
12. Search & Rescue
13. Utilities

If an Accredited Disaster Council determines it needs volunteer disaster services not included in one of these classifications, the Council may contact the Cal OES DSW Program Lead.

Multiple

Classifications

Individuals may be registered as DSW volunteers in more than one classification depending on the disaster service duties they will perform as directed and needed by the registering government entity. In this case, the registering party enters the multiple classifications on the same registration form.

DSW volunteers are also protected under the Program if a person in authority redirects them to perform different duties, (other than the classification he/she is registered in), upon arrival at the disaster site or later in their shift. (Cal. Code Regs., § 2572.2.)

CLASSIFICATIONS OF DSW VOLUNTEERS, Continued

Specialties

Classifications may further be defined into specialty areas, e.g. *Human Services* may include providers of food, shelter, registration of evacuees, and religious or spiritual needs. *Laborer* may include a person under the direction and supervision of the responding agency who is doing general labor services and supporting emergency operations. *Medical and Environmental Health* may include, doctors, nurses, radiologists, laboratory technicians, etc. Specialty information assists the emergency organization in resource planning and management.

The DSW volunteer registration form includes an optional field for the specialty as shown on the example registration on page 26 of this Guidance.

REGISTRATION

Purpose

Disaster Service Worker volunteers are registered in order to:

- Assist advance disaster planning efforts by the emergency agency
 - Assist in the dispatch and management of resources
 - Facilitate administration of the loyalty oath, as required by law
 - Protect the interests of volunteers who provide authorized disaster services to government agencies and;
 - Provide documentation required for workers' compensation coverage under the DSW Program.
-

Required Information

All DSW volunteers must be registered before engaging in official DSW activities. To be properly registered, the required information below must be on file with Cal OES if Cal OES registered the volunteer, or the appropriate authority as stated in the File Retention and Record Keeping section. (Cal. Code Regs., § 2573.2.)

1. name of registrant
2. address of registrant
3. date enrolled (established as the date the loyalty oath is administered)
4. name of registering government agency including
 - a. signature and
 - b. title of authorized person
5. classification (scope of disaster service duties)
 - more than one may be listed on a single registration
6. a signed statement that the loyalty oath or affirmation was subscribed to or taken

Participation of a Non-United States Citizen

An individual does not have to be a United States citizen to become a DSW volunteer; however, one of the registration requirements is to take and subscribe to the loyalty oath. It is recommended the non-citizen consider whether subscribing to another country's oath has any impact on their own country's allegiance.

Participation of a Minor

A minor may become a DSW volunteer by providing the required registration information including loyalty oath subscription by the minor, not the parent or legal guardian. The parent or legal guardian

Continued on the next page

REGISTRATION, Continued

Participation
of a Minor
(continued)

must also provide written consent for participation. A designated section on the DSW volunteer registration form may be signed for this purpose or a similar document may be used.



One may not retroactively register a volunteer as a DSW. For example, if a person has been active with a volunteer organization, but is not registered, and is injured, it is not permissible to register him or her after the injury to seek worker's compensation coverage through the DSW Volunteer Program. Doing so may lead to civil or criminal penalties.

Loyalty Oath

Each DSW volunteer must subscribe to the oath to be officially registered and to be eligible for workers' compensation benefits. (Gov. Code, § 3102(a).)

Oath subscription may be fulfilled in one of two methods:

1. self-certification or
2. authorized officer administered

Oath
Administration

The Accredited Disaster Council (ADC), Cal OES, or a state agency granted DSW registration authority may have volunteers subscribe to the oath by reading the oath printed on the DSW registration form and self-certifying, under penalty of perjury, in a manner consistent with California Civil Code section 2015.5. Each Council, Cal OES or a state agency granted DSW registration authority, however, may, at its sole discretion, implement a more restrictive oath-taking process for its volunteers, such as administering the oath in person by an authorized officer.

If the ADC elects the second method, volunteers must take and subscribe to the oath before an officer with oath administration authority, i.e. city or county clerk, elected officials, notary public. (Code Civ. Proc., §2093; Gov. Code, §8205.)

At the county and city level, the respective clerk may deputize individuals to administer the oath according to legal authority and local laws within their jurisdiction.

Registration, Continued

Implementation of either one of these oath subscription methods has its own merits and is equally lawful. Comparisons between the two methods are shown in the Frequently Asked Questions Table below:

Oath FAQ Table

Question	Self-Certification	Officer Administered
Who has the authority to administer the oath?	NA	An officer authorized to administer oaths, (e.g. elected officials, city/county clerks, notary publics). Also, department heads of state agencies, including the Cal OES Director and any officer of Cal OES to whom the Director delegates this authority. Consult local legal counsel regarding your jurisdiction's specific laws and ordinances.
Who in ADC may administer the oath or delegate its authority? What is the procedure and documentation?	NA	Any ADC member who has the authority as stated in law. The procedure varies according to the ADC. Documentation must be in writing. Consult local legal counsel regarding your jurisdiction's specific laws and ordinances.
Can oath authority be sub-delegated?	NA	Consult local legal counsel regarding your jurisdiction's laws and ordinances.
Can a volunteer administer the oath? or Can a volunteer be delegated oath authority?	NA	Delegating the oath administration authority may be permitted Consult local legal counsel regarding your jurisdiction's laws and ordinances.
Must the volunteer be in the presence of the officer giving the oath?	Yes	No, if the local jurisdiction allows self-certification.
Can oath be administered remotely via online, telephone or video?	Yes	Physical presence is not required to authenticate identification and the volunteer may sign the oath digitally, if the local jurisdiction allows.

REGISTRATION, Continued

Oath Destruction The oath may be destroyed five years after the termination of the DSW volunteer's affiliation with the authorized registering entity.

Oath Authorities Gov. Code, §§ 1225,1362, 3102-3109, 8205, 11181, 24000, 24057; Code Civ. Proc., § 2093.

Expirations The effective period of a registration may differ according to the needs of the ADC or authorized designee.

Single Event Registration A DSW volunteer may be registered for a single event only, such as an exercise, a drill, or an actual disaster, even though the person is not an active member of an affiliated emergency management organization or response team. The ADC or its designee may enter an expiration date on the registration form as the date after a training event concludes. The ADC may also extend a single event registration to a period of up to one calendar year. (Gov. Code, § 3102.)

Multi Event Registration For an active DSW volunteer, the registration is effective for the period the person remains a member of that organization, and he or she may perform disaster service duties for multiple events. The Accredited Disaster Council has the discretion to establish a more limited oath/registration period such as a certain number of years.

Renewals Registration renewals provide an opportunity for the registering agency to review the status of its current DSW volunteers and update outdated information such as addresses, telephone numbers, etc.

The active DSW volunteer does not need to retake or re-subscribe to the loyalty oath with each registration renewal. If, however, the registration form includes an expiration date or the volunteer withdraws from service and later re-registers, the loyalty oath must be re-administered. (Gov. Code, § 3102.(c).)

Name Change If a DSW volunteer has a name change as a result of marriage, divorce, or other legal event, the volunteer is not required to re-register or re-subscribe to the loyalty oath. The registering agency, however, should implement a procedure for documenting name changes, such as notating the original registration as to the action taken.

Background Investigations

Background investigations promote public safety and may minimize liability exposure. It is the responsibility of the local Accredited Disaster Council or its designated authority to determine the appropriate level of background check, including criminal and health, if any, for each classification. In some instances, it may be determined that the appropriate level is “none.”

Consultation with local legal counsel may assist the ADC in making its decision. It is also prudent to verify professional licenses or certificates when these documents are pertinent to the duties of the DSW.

If the ADC decides to perform a background investigation, some considerations may include the:

- scope of disaster service duties required
 - interaction of the DSW volunteer with the disaster survivor
 - who will pay for this service
 - who will update records
 - discovery of potential findings and what criteria to use to make decision
-

REGISTRATION, Continued

Example: DSW Volunteer Registration Form (Rev. 8/2016)

DISASTER SERVICE WORKER VOLUNTEER REGISTRATION

LOCAL AND STATE INFORMATION

Loyalty Oath under Code of Civil Procedure §2015.5 & Title 19, Div.2, Chap.2, Sub-Chap.3, §2573.1

TYPE OR PRINT IN INK:

SHADED AREAS REQUIRED BY PROGRAM REGULATIONS

ATTACH PHOTOGRAPH HERE (OPTIONAL)	This block completed ONLY by Accredited Disaster Council, designated government agency or jurisdiction.	
	CLASSIFICATION: _____	SPECIALTY: _____
	REGISTERING AGENCY OR JURISDICTION: _____	
	SIGNATURE OF AUTHORIZED PERSON: _____	TITLE: _____
	REGISTRATION DATE: _____	RENEWAL DATES: _____
	EXPIRATION DATE: * _____	DSW CARD ISSUED?: NO? YES? #: _____
PROCESSED BY: _____	DATE: _____ TO CENTRAL FILES: _____	

NAME: LAST _____	FIRST _____	MI _____	SSN: _____
ADDRESS: _____	CITY: _____	STATE _____	ZIP: _____
COUNTY: _____	HOME PHONE: _____	WORK PHONE: _____	
CELL PHONE: _____	E-MAIL: _____	DATE OF BIRTH: (optional) _____	
DRIVER LICENSE NUMBER: (if applicable) _____	DRIVER LICENSE CLASSIFICATION: A, B, or C _____	LICENSE EXPIRATION DATE: _____	
IN CASE OF EMERGENCY, CONTACT: _____			EMERGENCY PHONE: _____
PHYSICAL IDENTIFICATION: _____	HAIR: _____	EYES: _____	HEIGHT: _____
			WEIGHT: (optional) _____
			BLOOD TYPE: (optional) _____
COMMENTS: _____			

PARENT/LEGAL GUARDIAN CONSENT FOR MINOR

As the parent or legal guardian of _____, a minor, I hereby give my full consent and approval for the minor to participate as a DSW volunteer. I understand there may be risks of serious bodily injury inherent in DSW volunteer activities, as well as in traveling and other related activities incidental to his/her participation, and I hereby assume these risks on behalf of the minor.

SIGNATURE OF PARENT/LEGAL GUARDIAN

DATE

Based On Government Code (GC) §3108-3109:

Every person who, while taking and subscribing to the oath or affirmation required by this chapter, states as true any material matter which the person knows to be false, is guilty of perjury, and is punishable by imprisonment in the state prison for two, three, or four years. Every person having taken and subscribed to the oath or affirmation required by this chapter, who, while in the employ of, or service with, the state or any county, city, city and county, state agency, public district, or disaster council or emergency organization advocates or becomes a member of any party or organization, political or otherwise, that advocates the overthrow of the government of the United States by force or violence or other unlawful means, is guilty of a felony, and is punishable by imprisonment in the state prison.

LOYALTY OATH OR AFFIRMATION (GC §3102) IF SELF-CERTIFICATION approved by ADC, official's signature and title not required.			
I, _____, do solemnly swear (or affirm) that I will support and defend the			
PRINT NAME			
Constitution of the United States and the Constitution of the State of California against all enemies, foreign and domestic; that I will bear true faith and allegiance to the Constitution of the United States and the Constitution of the State of California; that I take this obligation freely, without any mental reservations or purpose of evasion; that I will well and faithfully discharge the duties upon which I am about to enter. I certify under penalty of perjury, under the laws of the State of California, that the foregoing is true and correct.			
Executed on _____	in _____	_____	California. _____
DATE	City	COUNTY	SIGNATURE OF VOLUNTEER
DATE	SIGNATURE OF OFFICIAL AUTHORIZED TO ADMINISTER LOYALTY OATH		TITLE

*Registration for the active DSW Volunteer is effective for the period the person remains a member with that organization; for a volunteer registering for an intermittent or a single event, the expiration date is at the discretion of the Accredited Disaster Council but not to exceed one year. (See GC §3102) Cal OES DSW Registration Rev. 1.2023

The form may be customized; however, gray-shaded fields are required by Regulations. Form may be found online at: [Disaster Service Worker Volunteer Program | California Governor's Office of Emergency Services](#)

PROGRAM ADMINISTRATION

Cal OES Delegation

The Director of Cal OES may delegate the authority for registering DSW volunteers and administering the loyalty oath to internal Office divisions and branches and to other state agencies, which also include State Universities and the University of California campuses. (Lab. Code, § 3211.92(a); Cal. Code Regs., § 2570.2(1).)

The Cal OES divisions and branches granted Program administration include the Fire and Rescue and Law Enforcement Branches, Telecommunications Branch, and the Recovery Division, which have registered DSW volunteers in the classifications of Search and Rescue, Communications, and the Safety Assessment Program Evaluator respectively.

State agencies granted this authority have registered individuals as DSW volunteers in the Community Emergency Response Team (CERT), Medical and Environmental Health, Communications, and other classifications. Several State Universities, for example, already have program responsibility and DSW volunteers trained in disaster response to perform radio communication operations, sheltering in place, and evacuations on their respective campuses.

If a state agency is interested in administering its own DSW Program, a written request on the Agency's letterhead must include:

1. Name of the state agency requesting the authority
 - o Signed by agency department head
2. Reason for request
3. Titles/positions and staff names, if desired, to be granted oath administration authority
4. Description of duties volunteers will perform including the DSW classification
5. Statement to comply with DSW Program Regulations and rules
6. Optional information to further clarify/explain
7. Mail request to:

Nancy Ward, Director
Cal OES
3650 Schriever Avenue, Mather, CA 95655

PROGRAM ADMINISTRATION, Continued

ADC or Authorized Designee

The ADC may also designate in writing another government entity within its jurisdiction to administer the DSW Program to allow greater flexibility and effectiveness. Authorized designees should be aware of the local laws and rules of the ADC and comply with them accordingly.

Examples: Authorized Designees

1. Sacramento County ADC may authorize Sacramento County Animal Control to register a person in the Animal Rescue, Care and Shelter classification since it has the knowledge and expertise in this area.
2. City of Norwalk ADC may authorize Cerritos Community College to register students in the CERT classification. The Campus Police Department operates its own CERT Program and needs DSW volunteers trained to assist in evacuations and communications during a disaster.

Examples: Ineligible Designees

The following types of entities cannot be delegated Program administration, and cannot register individuals as DSW volunteers:

- Non-governmental organizations
 - Non-profit agencies
 - Volunteer organizations
 - Emergency Volunteer Centers or Volunteer Reception Centers
-

Responsibilities

Key responsibilities in managing a DSW Volunteer Program include:

1. Registration
2. Supervision
3. Training
4. Activation

Registration

The ADC or authorized designee may register individuals as DSW volunteers at a meeting, event, or before an authorized training:

Step	Who	Action
1	ADC or its authorized designee	<ul style="list-style-type: none"> • Provides registration form to individual(s) <ul style="list-style-type: none"> ○ May e-mail in advance of activity to expedite the process

PROGRAM ADMINISTRATION, Continued

Registration
(continued)

Step	Who	Action
2	Applicant	<ul style="list-style-type: none"> Enters his/her name and address Enters additional information as may be required by ADC, i.e. driver's license, training transcript, etc.
3	Authorized Person (as designated by ADC)	<ul style="list-style-type: none"> Enters registering government name Enters DSW classification(s) Provides his/her signature and title Date of registration
4	An official with Oath Authority	<ul style="list-style-type: none"> Loyalty oath to applicant is affirmed Provides his/her signature, title, and date
5	Applicant  ----- Parent of 'Minor' Applicant	<ul style="list-style-type: none"> Subscribes to loyalty oath Provides his/her signature (wet or digital) <p style="text-align: center;">OR</p> <ul style="list-style-type: none"> Reads oath and self-certifies consistent with Civil Code §2015.5 IF ADC at this option <p>-----</p> <p>⇒ Signs consent permitting a minor to participate in disaster service duties</p>
6	ADC	<ul style="list-style-type: none"> Files DSW Registration with oath subscription (Refer to File Retention section)

Supervision

Supervision of DSW volunteers is required for all disaster service activities covered under the Program including pre-authorized training. (Cal. Code Regs., § 2573.1(b)(1)(2)(3).) This is critical to protect volunteers from potential injury and maximize safety during training and activation.

The ADC or authorized designee determines:

1. How supervision is performed:
 - a. Onsite (direct): at the incident/on-scene
 - ✓ performing search and rescue duties in the field
 - b. Offsite (indirect): at a remote location pre-designated according to emergency operations plan, standard operating procedures (SOP), etc.
 - ✓ setting up a remote communications site as directed in written SOP

PROGRAM ADMINISTRATION, Continued

Supervision
(continued)

2. Who supervises:
 - a. Paid staff
 - b. Volunteers (e.g. team leader, SAR coordinator)
3. What qualifications required:
 - a. experience
 - b. training
 - c. education

The ADC or designated agency is responsible for placing persons in a supervisory position who meet its established criteria. These standards will vary with individual ADCs. Suggestions:

- ✓ Use existing materials for paid staff in similar positions
- ✓ Develop a DSW Volunteer Supervisor's Duty Statement
- ✓ Create procedures for DSW Volunteer Supervisor
- ✓ Identify the core curriculum of required courses
- ✓ Educate Supervisor candidates on the DSW Program and claim submission requirements

Training
In-State

DSW volunteers should be trained before deployment to a disaster event to reduce the potential of an injury and to increase their safety and success in performing disaster service duties.

DSW volunteers are provided workers' compensation benefits while participating in training activities if the training is pre-approved, supervised, and documented by the ADC or its designee/supervising agency. (Cal. Code Regs., tit. 19, § 2573.1(b)(1)(2).)

The ADC or designated authority determines the training requirements and ensures it is commensurate with the DSW volunteer's classification. Considerations may include:

1. Prior emergency management knowledge and experience
2. Classroom instruction and curriculum including number of hours
3. Special certificates, professional licenses, credentials

While some classifications require very basic training, others require extensive and specialized training. Some professionals, such as physicians, nurses, engineers, or architects may need additional training in how to provide their services under extreme circumstances

Training
In-State
(continued)

or hazardous conditions. Regardless of the classification, DSW volunteers should be given basic safety instructions

commensurate with the environment in which they may be performing disaster service duties.

Documentation

Training documents required to substantiate a worker's compensation claim:

1. copy of written pre-authorization, and
2. copy of verification of DSW volunteer's participation

Pre-Authorization

Requesting written pre-authorization to conduct training may occur on a one-time, monthly, quarterly, or annual basis provided it is in advance of the activity. It may be documented in different formats including ADC meeting minutes, letterhead, or e-mail. A training request includes:

- ✓ date(s)
 - if unknown, provide month, quarter, etc.
- ✓ location
- ✓ name of training/exercise
- ✓ objective(s)
 - learn evacuation procedures, cribbing, propelling skills
- ✓ supervisor's name and title
 - if unknown, indicate training to be supervised
- ✓ optional information as may be required by registering agency

Sample process for requesting training pre-authorization below:

Step	Who	Action
1	CERT Program Manager	Writes request for training to be pre-approved
2	CERT Program Manager	Submits a request to Fire Chief, Authorized Designee
3	Fire Chief	Reviews request for DSW Program compliance
4	Fire Chief	a. Approves in writing via letterhead, e-mail, etc. b. Provides pre-authorization to the CERT Program Manager and retains copy c. Provides copy to Cal OES IF claim submitted
5	CERT Program Manager	Retains Training Pre-Authorization for files

Pre-
Authorization
(continued)

Examples

TRAINING PRE-AUTHORIZATION



TO: NAME, CERT Program Manager
 FROM: NAME, Fire Chief, (Authorized Designee)
 RE: Training Pre-Authorization Decision(s)
 DATE: February 27, 2014

I authorize the CERT Emergency Communications training scheduled on March 23, 2014 for the Department's CERT DSW volunteers. The CERT Team Leader is also approved to supervise this training.

I DO NOT authorize the Walk/Run for Hunger activity as it is a planned event, which is not covered under the DSW Program.

TRAINING PRE-AUTHORIZATION



TO: NAME, SAR Instructor
 FROM: SAR Coordinator, (Authorized Designee)
 RE: Training Pre-Authorization Decision
 DATE: February 27, 2014

I authorize the Technical Rescue training scheduled on March 23, 2014 for the Department's SAR DSW volunteers. The Team Leader is also approved to act as supervisor for this training.

Verification of
Participation

Verification of participation may be documented on a sign-in sheet or similar record such as a digital device. In the event a DSW volunteer is injured during a pre-authorized training activity, documentation helps substantiate the DSW volunteer's participation.

Example

TRAINING SIGN-IN SHEET					
EVENT:					
DATE:			TIME:		
LOCATION:					
SUPERVISOR NAME:			TITLE:		
	NAME	TIME-IN	TIME-OUT	Optional: Cell #, ID #	COMMENTS
1					
2					
3					
4					
5					

Continued on the next page

PROGRAM ADMINISTRATION, Continued

Training
In-State
(continued)

Training may involve more than one jurisdiction with DSW volunteers from different registering agencies. Multi-jurisdictional training requires the same written documentation as a single jurisdiction:

*Multi –
Jurisdictions*

- ⇒ pre-authorization from the sponsoring/hosting Accredited Disaster Council or its authorized designee, and
- ⇒ verification of volunteer's participation

In addition to the above requirements, written consent is needed from the registering agency for its DSW volunteers to participate in the training activity. Examples below:

Sponsor: County

Activity	Sponsor	Participants	Requirements in writing
Hospital Drill	County	DSW volunteers from five cities within the County	<ol style="list-style-type: none"> 1. Pre-authorization for training from the County's ADC 2. Consent from each registering agency for its respective volunteers to participate in training 3. Verification of participation

Sponsor: Multiple cities

Activity	Sponsor	Participants	Requirements in writing
Animal Shelter Exercise	11 Cities	DSW volunteers from 11 Cities within County D	<ol style="list-style-type: none"> 1. Pre-authorization for training from <u>one</u> of the 11 Cities' ADC <ol style="list-style-type: none"> a. Select one City ADC, i.e. city where training is located, designated city lead b. One pre-authorization satisfies Program regulations 2. Consent from each registering agency for its respective volunteers to participate. 3. Verification of participation

PROGRAM ADMINISTRATION, Continued

Training Out-of-State

Out-of-state training provides an opportunity for perfecting highly technical skill sets and working alongside emergency personnel from neighboring states often required in cross-border environments during mutual aid missions. It may be considered an eligible activity *if* specific conditions exist *and* the Cal OES Executive Office provides written pre-authorization prior to the training date(s). (Cal. Code Regs., tit. 19, § 2570.1.)

Out-of-state-training must be geographically and functionally specific to cross-border emergency response, which requires the:

- presence of certain geographical features to exercise, i.e. glacier travel, crevasse rescue, rock climbing in hazardous terrain, and
- capability to practice Unified Command with bordering state emergency personnel and volunteers who will work side by side during mutual aid emergencies.

Out-of-state training provides a mechanism for cross-border SAR teams to exercise together and learn how to best optimize the performance of their disaster service duties within the Unified Command structure.

If out-of-state training cannot produce a specific geographic and functional purpose requiring a cross-border environment, it does not meet the regulatory criteria, and Cal OES will not grant pre-authorization.



Example A cave in Clark County, Nevada provides an opportunity for San Bernardino County Sheriff's SAR to learn cave rescue techniques including real-life challenges found in this type of environment, i.e. tunnel climatic changes, steep vertical entrance drop, etc.

In addition to maximizing technical skill knowledge, both Nevada and California SAR teams share a functional area of responsibility in mutual aid missions and must practice Unified Command in working together as a team.

PROGRAM ADMINISTRATION, Continued

Activation All registered DSW volunteers must be officially activated by their supervising authority before carrying out volunteer work. Official activation provides the DSW volunteer with the benefits and protections of the DSW Volunteer Program. Activation must also be documented by the authorizing agency.

Official activation may include:

- ✓ verbal request by supervising agency
- ✓ written instruction via standard operating procedures, (SOPs), emergency operations plans, (EOPs), activation guidelines
- ✓ written procedures/training
- ✓ emergency radio announcements
- ✓ pre-determined text messages
- ✓ notification from the supervisor, team leader

Examples Scenario 1

A major flood disables communications preventing delivery of verbal instructions to respond in support of the disaster. DSW volunteers, however, are trained to follow written procedures to report to a pre-identified location to establish communications with the EOC.

- ✓ Official activation occurred via written procedures and training.

Scenario 2

A major earthquake severely impacts *City A*, and surrounding cities and counties. *City A* Emergency Manager contacts DSW volunteers but only reaches a few to report to duty at *City A* EOC. The Emergency Manager has an "Activation Sign-in Sheet" for volunteers to sign when they report for duty.

In nearby *City B* DSW volunteers are trained that in time of a major disaster to report immediately to their CERT Program Manager for signing-in and further instruction.

- ✓ Official activation occurred in both *Cities* using different methods.
 - *City A* activated volunteers via phone/auxiliary communication;
 - *City B* activated volunteers according to training procedures.
- ✓ Both *Cities* used sign-in rosters to substantiate activation status.

PROGRAM ADMINISTRATION, Continued

Mutual Aid

Volunteers may be requested to assist a disaster-impacted community when sufficient resources are unavailable locally and/or cannot be acquired through existing mutual aid or assistance agreements. DSW volunteers deployed for official mutual aid to assist jurisdictions outside their registering entity are eligible for program benefits.

The decision to use DSW volunteers for mutual aid is at the discretion of the registering ADC. If the decision is affirmative, procedures should be in place describing the responsibilities and roles of the requesting and sending agencies. Both must also work together when submitting a claim for an injured DSW volunteer.

(See Appendix C, Mutual Aid Claims Submissions Flowchart, page 58.)

FILE RETENTION AND RECORD-KEEPING

Purpose

File retention and record keeping of the DSW volunteer's oath subscription or affirmation with registration is a requirement for program benefits.

Documented proof of the oath or affirmation of a registered DSW volunteer is a critical component and an integral part of an injury/illness claim submission to be considered for workers' compensation.

Responsible Entity

The authorized registering entity is responsible for file retention and recordkeeping, which follows the same rules as other public agency personnel records. The registration form with oath or affirmation shall be filed within 30 days of the date it was taken or subscribed as follows:

State Agencies

File DSW volunteer registration/loyalty oath within 30 days of the date it was taken or subscribed as prescribed by the State Personnel Board.

Counties

File DSW volunteer registration/oath in the office of the county clerk according to the same retention rules as other public personnel records.

Cities

File DSW volunteer registration/oaths in the office of the city clerk according to the same retention rules as other public personnel records.

Other Public Agencies or Districts

File DSW volunteer registration/oaths with an agency or district-designated officer or employee according to the same retention rules as other public personnel records.

Record Retention

Record retention is essential to the outcome of a claim decision. A copy of the *original* registration with oath must be submitted with any DSWVP claim. Without a copy of the original, the claim's processing is delayed, which affects the volunteer's claim status.

Continued on next page

FILE RETENTION AND RECORD-KEEPING, Continued

Record

Retention

(continued)

The key to record retention is the ability to retrieve the original to generate a copy for claim submission. Record retention requires advance planning to identify:

1. person(s) with access to maintain and store records
 - a. primary person
 - b. back-up person when primary unavailable, and
2. location of records
 - a. hardcopy
 - i. locked cabinet, office, etc.
 - b. electronic (scanned) format
 - i. protected computer folder, database
 - c. other confidential site

If the electronic format is adopted, this method requires a written statement signed by the person who scanned the records stating the originals were copied/scanned. This statement serves as proof for auditing and legal purposes.

Records should be retained in an official file and available for review by the Governor's Office of Emergency Services or State Compensation Insurance Fund.

Disclosure

DSWVP documents may be subject to disclosure under the Public Records Act. (Gov. Code, § 6250 et. seq.)

Destruction

Records may be destroyed five years after the termination of the DSW volunteer's service with the authorized registering entity or, in the case of a public employee, five years after the termination of the employee's employment. (Gov. Code, § 3105.)

TRIBES

Tribes and Disaster Councils

California Government Code section 8612 provides Cal OES the authority to certify and accredit a disaster council. Tribes are not eligible to become disaster councils as they do not meet the criteria as set forth in California Government Code section 8610.

Tribal Members as DSW Volunteers

Although tribes are not eligible to become disaster councils under Gov. Code §8610, their individual members may become registered DSW volunteers by a local ADC and are subject to the same rules and authority as the other DSW volunteers.

REIMBURSEMENT OF EXPENSES

Personal Expenses

Although DSWs volunteer their time without pay or other consideration, personal expenses incurred while performing disaster service may be reimbursed by the ADC or designated authority. Expenses may include per diem costs (meals, lodging, travel, etc.) while providing disaster service out of the home area or for extended shifts. Policies concerning reimbursement of expenses are to be determined by the ADC or designated authority. The DSW volunteer should be informed of this policy before incurring such expenses.

Reimbursement of personal expenses incurred during the performance of disaster service is the decision of the ADC or designated authority, and may or may not be reimbursed to that entity by the State or by the federal government.

The DSW funding does not provide reimbursement of personal expenses.

WORKERS' COMPENSATION CLAIM PROCEDURES

Eligible Activities

DSW volunteers may file a claim for injuries sustained while engaged in approved, documented, and supervised:

- activities authorized by and carried on under the California Emergency Services Act while assisting any unit of the emergency organization during a proclaimed emergency or during a search and rescue mission,
- activities performed to mitigate an imminent threat of extreme peril to life, property, and resources, and
- training necessary to engage in such activities; excludes travel to and from the training site.

Volunteers impressed into disaster service by a public official having the authority to do so may also file a claim for injuries sustained while performing that service.



Unregistered volunteers and those not impressed into service may not file a claim.

Claim Initiation

A claim for injuries may be initiated under several situations

- Upon notice by a claimant of an injury that requires medical treatment beyond first aid or results in lost time (Lab. Code, § 5401 (a)); or
- A volunteer notifies the supervising agency of his/her injury; or
- An injured volunteer presents a physician's note stating a work-related injury may have occurred

Guide to
Worker's
Compensa-
tion

At the same time a claim is initiated, the supervising agency provides the injured DSW volunteer with the *New Disaster Service Worker's Guide to Worker's Compensation*.

Access *Guide* on the Cal OES webpage: [Disaster Service Worker Volunteer Program | California Governor's Office of Emergency Services](#)



Signing the claim form is not an admission of liability.

WORKERS' COMPENSATION CLAIM PROCEDURES, Continued

Required Documents

To file a claim, the following required documents must be submitted as stated in section 2573.3 of Title 19 of the California Code of Regulations:

1. State Fund Form e3301, *Workers' *Compensation Claim Form*
2. State Fund Form e3267, *Employer's** Report of Occupational Injury*

OR

Call the 24-Hour Claims Reporting Center at (888) 222-3211 to verbally complete the 3267

3. Written incident report
4. DSW volunteer registration and loyalty oath subscription

If injury is due to training, additional required documents to submit:

5. Training pre-authorization
6. Training participation document

The supervisor and injured DSW volunteer have responsibilities associated with the worker's compensation claim submission.

* Worker or employee refers to DSW volunteer.

** Employer refers to ADC or authorized designee.

State Fund Form e3301

The State Fund Form e3301, *Workers' Compensation Claim Form*, must be given to the injured DSW volunteer by the supervising agency within one working day of knowing the injury.

Any sustained injuries should be reported to the supervisor immediately; however, this is not always the case. For example, a volunteer sustains an insect bite and reports it a week later when it requires medical care. The 24-hour period starts on the date the volunteer informed the supervisor, which is later than the injury date.

Volunteer Instructions

Form e3301 Instructions for Injured DSW Volunteer	
Complete	Lines 1-7 <i>If unable due to injury, a relative or legal representative may complete.</i>
Sign	Line 8 <i>If unable due to injury, a relative or legal representative may sign on behalf of the injured volunteer.</i>
Deliver	Completed Form to the supervisor or registering agency within three days (72 hours) of receiving it.

WORKERS' COMPENSATION CLAIM PROCEDURES, Continued

Supervisor
Instructions

Form e3301 Instructions for: Authorized Supervisor	
Distribute	Copy to injured volunteer, which is volunteer's receipt of record that claim was filed.
Complete	Lines 9-10: Registering entity name and address Lines 11-13 Line 14: Pre-filled Line 15: Leave blank Lines 17-18
Sign	Line 16
Distribute	<ol style="list-style-type: none"> 1. Mail the completed Form to State Fund. 2. Fax or e-mail a copy to Cal OES. 3. Deliver a completed copy to injured DSW volunteer. 4. Retain a copy for the supervisor or registering agency's files.



The statute of limitations for filing a claim is one year from the date of injury.

Access the e3301 on Cal OES webpage: [Disaster Service Worker Volunteer Program | California Governor's Office of Emergency Services](#)

WORKERS' COMPENSATION CLAIM PROCEDURES, Continued

Example: COMPLETED E3301 FORM REV.1.12

State of California
Department of Industrial Relations
DIVISION OF WORKERS' COMPENSATION



Estado de California
Departamento de Relaciones Industriales
DIVISION DE COMPENSACIÓN AL TRABAJADOR

WORKERS' COMPENSATION CLAIM FORM (DWC 1)

PETITION DEL EMPLEADO PARA DE COMPENSACIÓN DEL TRABAJADOR (DWC 1)

Employee: Complete the "Employee" section and give the form to your employer. Keep a copy and mark it "Employee's Temporary Receipt" until you receive the signed and dated copy from your employer. You may call the Division of Workers' Compensation and hear recorded information at (800) 736-7401. An explanation of workers' compensation benefits is included as the cover sheet of this form.

Empleado: Complete la sección "Empleado" y entregue la forma a su empleador. Quédese con la copia designada "Recibo Temporal del Empleado" hasta que Ud. reciba la copia firmada y fechada de su empleador. Ud. puede llamar a la División de Compensación al Trabajador al (800) 736-7401 para oír información grabada. En la hoja cubierta de esta forma esta la explicación de los beneficios de compensación al trabajador.

You should also have received a pamphlet from your employer describing workers' compensation benefits and the procedures to obtain them.

Ud. también debería haber recibido de su empleador un folleto describiendo los beneficios de compensación al trabajador lesionado y los procedimientos para obtenerlos.

Any person who makes or causes to be made any knowingly false or fraudulent material statement or material representation for the purpose of obtaining or denying workers' compensation benefits or payments is guilty of a felony.

Toda aquella persona que a propósito haga o cause que se produzca cualquier declaración o representación material falsa o fraudulenta con el fin de obtener o negar beneficios o pagos de compensación a trabajadores lesionados es culpable de un crimen mayor "felonía".

Employee—complete this section and see note above		Empleado—complete esta sección y note la notación arriba.	
1. Name. <i>Nombre.</i>	<u>Volunteer's Name</u>	Today's Date. <i>Fecha de Hoy.</i>	<u>01/06/1956</u>
2. Home Address. <i>Dirección Residencial.</i>	<u>Volunteer's Address</u>		
3. City. <i>Ciudad.</i>	State. <i>Estado.</i>	Zip. <i>Código Postal.</i>	
4. Date of Injury. <i>Fecha de la lesión (accidente).</i>	<u>01/04/1956</u>	Time of Injury. <i>Hora en que ocurrió.</i>	<u>9:15</u> a.m. _____ p.m.
5. Address and description of where injury happened. <i>Dirección/lugar dónde ocurrió el accidente.</i>	<u>Training classroom located at 123 Street City, State Zip</u>		
6. Describe injury and part of body affected. <i>Describe la lesión y parte del cuerpo afectada.</i>	<u>Tripped over mannequin during training and injured left ankle.</u>		
7. Social Security Number. <i>Número de Seguro Social del Empleado.</i>	<u>XXX-XX-XXXX</u>		
8. Signature of employee. <i>Firma del empleado.</i>	<u>Volunteer's Signature</u>		
Employer—complete this section and see note below. Empleador—complete esta sección y note la notación abajo.			
9. Name of employer. <i>Nombre del empleador.</i>	<u>Name of accredited disaster council (ADC) or authorized government designee</u>		
10. Address. <i>Dirección.</i>	<u>Address of ADC or authorized government designee</u>		
11. Date employer first knew of injury. <i>Fecha en que el empleador supo por primera vez de la lesión o accidente.</i>	<u>01/04/1956</u>		
12. Date claim form was provided to employee. <i>Fecha en que se le entregó al empleado la petición.</i>	<u>01/04/1956</u>		
13. Date employer received claim form. <i>Fecha en que el empleado devolvió la petición al empleador.</i>	<u>01/06/1956</u>		
14. Name and address of insurance carrier or adjusting agency. <i>Nombre y dirección de la compañía de seguros o agencia administradora de seguros.</i>	<u>State Compensation Insurance Fund</u>		
15. Insurance Policy Number. <i>El número de la póliza de Seguro.</i>	<u>NA</u>		
16. Signature of employer representative. <i>Firma del representante del empleador.</i>	<u>Signed by person authorized by ADC or designee</u>		
17. Title. <i>Título.</i>	<u>Title</u>	18. Telephone. <i>Teléfono.</i>	<u>(555) 555-5555</u>

WORKERS' COMPENSATION CLAIM PROCEDURES, Continued

State Fund Form e3267

The State Fund Form e3267, *Employer's Report of Occupational Injury*, must be submitted by the authorized supervisor **within five days** of injury knowledge. It is imperative to meet this time frame as State Fund will send a letter to the injured volunteer **within 14 days of the injury**. Late reporting may result in penalties being paid out of the DSW fund.

This Form is completed in one of two ways:

- 1) typing or writing on the Form e3267, OR
- 2) calling the State Fund Claims Reporting Center and providing information over the telephone.



Injured DSW volunteer does not complete this Form!

Instructions

Form e3267 Instructions	
Line(s)	Authorized Supervisor types or prints:
1	Registering agency name
1a	Pre-filled
2-3	Registering agency address
4 & 6	Pre-filled
5	Leave blank
7-10	Self-explanatory
11-16	<i>If unknown, leave blank</i>
17-26	Self-explanatory
27-29	<i>If unknown, leave blank</i>
30-34	DSW volunteer information
35 & 41	Regular job; NOT DSW classification
36-39	<i>If unknown, leave blank</i>
40	Registering agency information
42-43	Self-explanatory

OR

Claims Reporting Center (CRC) Instructions	
Action	Authorized Supervisor:
Calls	(888) 222-3211, (<i>State Fund operated 24/7</i>)
Answers	Form 3267 questions via phone to CRC representative
Action	State Fund CRC Representative:
Complete s	Form 3267, which establishes claim

Access the e3267 on Cal OES webpage: [Disaster Service Worker Volunteer Program | California Governor's Office of Emergency Services](#)

WORKERS' COMPENSATION CLAIM PROCEDURES, Continued

Example: COMPLETED E3267 FORM REV.11-13

(front side)

State of California		STATE COMPENSATION INSURANCE FUND 24-Hour Claims Reporting Center Telephone (888) 222-3211 Fax (800) 371-5905 ALSO SEND ONE COPY TO: CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES - ATTENTION PREPAREDNESS BRANCH 3650 SCHRIEVER AVENUE, MATHER, CA 95655 BOTH SIDES OF THIS FORM MUST BE COMPLETED (Claims Management Service is a division of State Compensation Insurance Fund)		OSHA Case No. DR <input type="checkbox"/> Fatality	
EMPLOYER'S REPORT OF OCCUPATIONAL INJURY OR ILLNESS		<p>Any person who makes or causes to be made any knowingly false or fraudulent material statement or material representation for the purpose of obtaining or denying workers' compensation benefits or payments is guilty of a felony.</p> <p>NOTICE: California law requires employers to report within five days of knowledge every occupational injury or illness which results in lost time beyond the date of the incident OR requires medical treatment beyond first aid. If an employee subsequently dies as a result of a previously reported injury or illness, the employer must file within five days of knowledge an amended report indicating death. In addition, every serious injury, illness, or death must be reported immediately by telephone or teletype to the nearest office of the California Division of Occupational Safety and Health.</p>			
C O U N C I L	1. LOCAL ACCREDITED DISASTER COUNCIL or AUTHORIZED REGISTERING GOVERNMENT AGENCY Name of ADC, its government designee, Cal OES, or authorized state agency		1a. Policy Number DIS REL		
	2. MAILING ADDRESS (Number and Street, City, Zip)		2a. Phone Number (555) 555-5555		
	3. LOCATION, if different from Mailing Address (Number, Street, City and Zip) Address of authorized registering government agency				
	4. NATURE OF BUSINESS: e.g., Painting contractor, wholesale grocer, swimmer, hotel, etc. Cal OES		5. STATE UNEMPLOYMENT INSURANCE ACCT. NO. Leave blank		
I N J U R Y O R I L L N E S S	6. TYPE OF EMPLOYER <input type="checkbox"/> PRIVATE <input type="checkbox"/> STATE <input type="checkbox"/> COUNTY <input type="checkbox"/> CITY <input type="checkbox"/> SCHOOL DIST. <input checked="" type="checkbox"/> OTHER GOVERNMENT - SPECIFY DISASTER COUNCIL				
	7. DATE OF INJURY / ONSET OF ILLNESS (mm/dd/yy) mm/dd/yy		8. TIME INJURY/ILLNESS OCCURRED _____ A.M. _____ P.M.		9. TIME EMPLOYEE BEGAN WORK _____ A.M. _____ P.M.
	11. UNABLE TO WORK FOR AT LEAST ONE FULL DAY AFTER DATE OF INJURY? <input type="checkbox"/> YES <input type="checkbox"/> NO		12. DATE LAST WORKED (mm/dd/yy) if known		13. DATE RETURNED TO WORK (mm/dd/yy) if known
	15. PAID FULL DAYS WAGES FOR DATE OF INJURY OR LAST DAY WORKED? <input type="checkbox"/> YES <input type="checkbox"/> NO		16. SALARY BEING CONTINUED? <input type="checkbox"/> YES <input type="checkbox"/> NO		17. DATE OF EMPLOYER'S KNOWLEDGE/ NOTICE OF INJURY/ILLNESS (mm/dd/yy) mm/dd/yy
	18. DATE EMPLOYEE WAS PROVIDED CLAIM FORM (mm/dd/yy) mm/dd/yy		19a. BODY PART AFFECTED Bruised, swollen left ankle; possible fracture or severe sprain.		
	20. LOCATION WHERE EVENT OR EXPOSURE OCCURRED (Address) Street, City, State		20a. ZIP XXXXX	20b. COUNTY County	21. ON EMPLOYER'S PREMISES? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
	22. DEPARTMENT WHERE EVENT OR EXPOSURE OCCURRED, e.g., Shipping department, machine shop. County conference training facility.		23. OTHER WORKERS INJURED OR ILL IN THIS EVENT? <input type="checkbox"/> YES <input type="checkbox"/> NO		
	24. EQUIPMENT, MATERIALS AND CHEMICALS THE EMPLOYEE WAS USING WHEN EVENT OR EXPOSURE OCCURRED, e.g., Acetylene, welding torch, farm tractor, scaffold. (Name of injured volunteer) training with CPR mannequin.		25. SPECIFIC ACTIVITY THE EMPLOYEE WAS PERFORMING WHEN EVENT OR EXPOSURE OCCURRED, e.g., Welding seams of metal forms, loading boxes onto truck. (Name of injured volunteer) stumbled over mannequin as moved to next training station.		
	26. HOW INJURY/ILLNESS OCCURRED. DESCRIBE SEQUENCE OF EVENTS. SPECIFY OBJECT OR EXPOSURE WHICH DIRECTLY PRODUCED THE INJURY/ILLNESS, e.g., Worker stepped back to inspect work and slipped on scrap material. As he fell, he brushed against fresh weld, and burned right hand. USE SEPARATE SHEET IF NECESSARY. (Name of injured volunteer) foot caught mannequin's arm causing fall and twisting left ankle.		27a. Phone Number (555) 555-5555		
	27. NAME AND ADDRESS OF PHYSICIAN (Number, Street, City, Zip) Physician's name and address.		28a. Phone Number (555) 555-5555		
28. HOSPITALIZED AS AN INPATIENT OVERNIGHT? <input type="checkbox"/> NO <input type="checkbox"/> YES If yes, then, NAME AND ADDRESS OF HOSPITAL (Number, Street, City, Zip) If yes, enter hospital/medical facility name and address.		29. Employee treated in Emergency Room? <input type="checkbox"/> YES <input type="checkbox"/> NO			
ATTENTION: This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes. See CCR Title 8 14306.29 (b)(4)-(10) & 14309.35(b)(2)(E)2. Note: Shaded boxes indicate confidential employee information as listed in CCR Title 8 14300.35(b)(2)(E)2.					
D I S A S T E R W O R K E R	30. EMPLOYEE NAME Name of injured volunteer		31. SOCIAL SECURITY NUMBER XXX-XX-XXXX		32. DATE OF BIRTH (mm/dd/yy) mm/dd/yy
	33. HOME ADDRESS (Number, Street, City, Zip) Address of injured volunteer		33a. PHONE NUMBER (555) 555-5555		
	34. SEX <input type="checkbox"/> MALE <input type="checkbox"/> FEMALE		35. OCCUPATION/Regular Job Title. (NO initials, abbreviations or number). DO NOT ENTER DSW classification. EX: Engineer NOT: SAR, CERT, other class		36. DATE OF HIRE (mm/dd/yy)
	37. EMPLOYEE USUALLY WORKS _____ hours per day _____ days per week _____ total weekly hours		37a. EMPLOYMENT STATUS <input type="checkbox"/> regular, full-time <input type="checkbox"/> part-time <input type="checkbox"/> disabled <input type="checkbox"/> unemployed <input type="checkbox"/> temporary <input type="checkbox"/> seasonal <input type="checkbox"/> laid-off <input type="checkbox"/> other		37b. UNDER WHAT CLASS CODE OF YOUR POLICY WERE WAGES ASSIGNED?
	38. GROSS WAGES/SALARY \$ _____ per _____		39. OTHER PAYMENTS NOT REPORTED AS WAGES/SALARY (e.g., tips, meals, overtime, bonuses, etc.)? <input type="checkbox"/> YES <input type="checkbox"/> NO		
40. NAME AND ADDRESS OF PRESENT EMPLOYER EX: Engineering Company		Street, City, State Zip			
Completed By (type or print) Authorized person by ADC or designee		Signature & Title Signature of authorized person with his/her title or position			

(back side)

41. OCCUPATION/Regular Job Title. DO NOT ENTER DSW classification. EX: Engineer, Retired, Nurse, etc.		DO NOT ENTER DSW Classification!	
42. WAS WORKER REGISTERED WITH A LOCAL ACCREDITED DISASTER COUNCIL or AUTHORIZED REGISTERING GOVERNMENT AGENCY? IF SO, WHICH: Name of ADC, its government designee, Cal OES, or authorized state agency			
43. DID INJURY ARISE OUT OF ACTIVITIES AS A DISASTER SERVICE WORKER? yes or no			

WORKERS' COMPENSATION CLAIM PROCEDURES, Continued

Written Incident Report

A written incident report is required as part of the claim submission. It is a brief narrative of how the injury occurred, where it happened, and may include witness statements.

This information is completed by the supervising authority, not the injured Volunteer, and may be submitted via interoffice memo, e-mail, ICS 214 Activity Log or similar document.

Examples

**INTEROFFICE MEMO**

DATE: mm/dd/yy
FROM: (Name), Title
TO: (Name), Title
SUBJECT: (Name), Injured DSW Volunteer, Sheriff County SAR
INJURY: (Name) injured left knee during an authorized SAR training. Volunteer was dismounting when horse startled, causing volunteer to fall. Students heard noise and ran to assist. I was notified of the injury, and volunteer transported to Medical Center for treatment.
DATE/TIME/LOCATION: mm/dd/yy, 00:00, incident address
WITNESS: No witnesses; others only heard the incident.

Sent: Fri 11/20/2015 8:58 AM

To... **DSW Claims Lead**
Cc... **DSW Program Lead**
Bcc...
Subject: **Incident Report**

(Name of DSW volunteer) injured left ankle while participating in a pre-authorized CERT Basic Skills Exercise at the County Fairgrounds on November 18, 2015 at 8:25 pm. During a search of a simulated building collapse, (Name of DSW volunteer) tripped over debris props resulting in a gash wound of left thigh area. (Name), Fire Department EMT, stopped the bleeding and examined the wound. Injured volunteer transported by ambulance to Hospital.

(Name) witnessed the incident.

Thank you.

(Name)
Division Chief, CERT Program Manager
Fire Department
Address
City, State Zip



WORKERS' COMPENSATION CLAIM PROCEDURES, Continued

Registration and Oath Subscription

A copy of the original DSW volunteer registration and oath subscription are essential components of the claim submission. Claim's processing will be delayed until receipt of this information.

Training Documents

If injury is due to a training activity, copies of the following *additional* documents are required:

- ✓ written pre-authorization, confirming training approved in advance, and
 - ✓ verification of training to substantiate volunteer's participation
-

Claim Assembly and Distribution Table

The Claim Checklist is a reference tool to assist in claim submissions.

REQUIRED DOCUMENTS (CCR §2573.3) [DSWV Program Fax: \(916\) 845-8394](#)

1. e3301, Workers' Compensation Claim Form (DWC) (Rev 6/18)

- Registering agency or supervisor provides the form to the injured DSW Volunteer (IDV) within one day of injury knowledge.
- 1 – 9 IDV completes and returns the form to the registering agency or supervisor.
- Registering agency or supervisor provides a copy to the IDV as proof of filing.
- 10 – 19 Registering agency or supervisor completes. 15 – 16 [Pre-filled](#).
- Registering agency or supervisor submits the form to State Fund and Cal OES within one working day after receipt from IDV.

2. e3267, Employer's Report (Rev 11-13) – Completed ONLY by Registering Government Agency or Supervisor NOTE: Complete both front and back.

- 1 Enter registering agency name, e.g. (Name) County Sheriff's Office, (Name) County OES. 1a [Pre-filled](#).
 - 2 - 3 [Enter](#) registering agency address and phone number. 4 & 6 [Pre-filled](#). 5 [Leave](#) blank.
-

Contact Information

State Compensation Insurance Fund	Cal OES Human Resources
DSW Claims Adjuster	DSW Volunteer Program
PO Box 65005	3650 Schriever Avenue
Fresno, CA 93650	Mather, CA 95655

WORKERS' COMPENSATION COVERAGE INFORMATION

Medical Treatment

When an injury occurs, the DSW volunteer should be referred to a medical provider for evaluation and treatment. If the injury requires emergency care, the supervising agency can select the most appropriate medical provider.

If the DSW volunteer has designated a medical provider or facility prior to the injury, treatment with that provider must be allowed. If no designation was made, the supervising agency has the authority to select a medical provider or facility.

The supervising agency *may* exercise control over medical treatment on a State Fund accepted injury for the first 30 days. If treatment goes beyond 30 days, the DSW volunteer has the right to select his or her own doctor and may use State Fund's Medical Preferred Network (MPN) by Harbor Health at [www/statefundca.com](http://www.statefundca.com) and click on Find a doctor.

Pre-existing Condition

The DSWVP is "No Fault" coverage. The existence of, and the percentage of disability from any pre-existing condition is factored into the percentage of compensation coverage under the DSWVP.

Claim Decision

State Fund is obligated to make a final decision to accept or deny a claim within 90 days after the date of the claim form or it is deemed accepted by operation of law subject to certain exceptions. The claimant, *aka injured DSW volunteer*, and Cal OES receive notification upon determination.

The decision process may involve medical evaluations and investigative interviews to assess the claim.

Acceptance: If within 90 days, State Fund decides the claim has merit, Cal OES and the claimant are notified. Retroactive benefits will be paid to the claimant.

State Fund monitors all medical treatment resulting from the injury and reports the status to Cal OES.

Denial: State Fund denies a claim based on the information provided by Cal OES, the supervising agency, and its own examinations and questions.

WORKERS' COMPENSATION COVERAGE INFORMATION, Continued

Disputes

If the supervising agency has cause to dispute a claim:

- Notify State Fund immediately by phone or fax.
- Report the dispute in writing.
- Provide names of supervisors, witnesses, and other relevant information.

Disputing a claim does not remove the supervising agency's obligation to provide the injured DSW volunteer with the State Fund Form 3301, *Worker's Compensation Claim Form*.

If the supervising agency does not dispute a claim within 90 days after notification of an injury, the claim is presumed compensable.

Mandatory Medicare Reporting

The Centers for Medicare and Medicaid Services (CMS) is a federal agency responsible for administration of the Medicare Secondary Payer Program which requires all workers' compensation payers to report payments issued on behalf of Medicare beneficiaries.

The DSW Program pays worker's compensation and is primary payer to Medicare; therefore, Cal OES must report DSW claimant data to CMS to be in compliance with the federal government.

Cal OES works with a Medicare Reporting vendor, State Fund, to ensure federal requirements are met. Non-compliance may result in fees and penalties.

Appendix A: SWVP Regulations December 17, 2012

TITLE 19. PUBLIC SAFETY
DIVISION 2. CALIFORNIA EMERGENCY MANAGEMENT AGENCY
CHAPTER 2. EMERGENCIES AND MAJOR DISASTERS
SUBCHAPTER 3. DISASTER SERVICE WORKER VOLUNTEER PROGRAM

§ 2570. Short Title.

This subchapter shall be known and may be cited as the Disaster Service Worker Volunteer Program (DSWVP) Regulations.

§ 2570.1. Purpose.

The Legislature has long provided a state-funded program of workers' compensation benefits for disaster service worker volunteers who contribute their services to protect the health and safety and preserve the lives and property of the people of the state. This Program was established to protect such volunteers from financial loss as a result of injuries sustained while engaged in disaster service activities and to provide immunity from liability for such disaster service worker volunteers while providing disaster service, including official out-of-state deployments to jurisdictions requesting mutual aid assistance. Out-of-state training conducted in a manner geographically and functionally specific to cross-border emergency response may also be considered a covered activity.

NOTE

Authority cited: Sections 8567 and 8585.5 Government Code. Reference: Section 8657, Government code, Sections 3211.9 through 3211.93a, Labor Code., Section 1714.5 Civil Code.

§ 2570.2. Definitions.

(a) Disaster Service Worker Volunteer

(1) A disaster service worker volunteer is any person registered with an accredited disaster council or the California Emergency Management Agency, or a state agency granted authority to register disaster service worker volunteers, for the purpose of engaging in disaster service pursuant to the California Emergency Services Act without pay or other consideration.

(2) Disaster service worker volunteer includes public employees, performing disaster work outside their regular employment without pay, and also includes any unregistered person impressed into service during a state of war emergency, a state of emergency, or a local emergency by a person having authority to command the aid of citizens in the execution of his or her duties.

(3) Exclusion: Disaster service worker volunteer does not include any member registered as an active fire fighting member of any regularly organized volunteer fire department, having official recognition, and full or partial support of the county, city, town or district in which such fire department is located.

(b) Disaster Service.

(1) Disaster service means all activities authorized by and carried on pursuant to the California Emergency Services Act while assisting any unit of the emergency organization during a proclaimed emergency or during a Search and Rescue mission, including approved, documented and supervised:

- activities performed to mitigate an imminent threat of extreme peril to life, property and resources, and
- training necessary to engage in such activities.

Such activities are under the general direction of the accredited disaster council (or designated agency or authority) including how supervision will be performed (i.e. onsite, offsite) and who will act in a supervisory

capacity, (i.e. paid staff, volunteers). It is the responsibility of the accredited disaster council (or designated agency or authority) that only persons with appropriate supervisory skills, as determined by the accredited disaster council (or designated agency or authority), act in a supervisory capacity.

(2) Exclusions. Disaster service does not include any activities or functions performed by a person if the accredited disaster council with which the person is registered receives a fee or other compensation for the performance of that person's activities or functions.

(c) Training. For purposes of these regulations, training is a pre-authorized activity, sponsored by an accredited disaster council (or designated agency or authority) and may include classroom instruction, disaster drills or exercises, or related activities designed to enhance the disaster response skills (including safety) of the disaster service worker volunteer. Out-of-state training conducted in a manner geographically and functionally specific to cross-border emergency response may also be considered a covered activity.

(d) Disaster Council. A disaster council is a public agency established by ordinance which is empowered to register and direct the activities of disaster service worker volunteers within the area of the county, city, city and county, or any part thereof. In this respect, the disaster council is acting as an instrument of the state in aid of carrying out general state government functions and policy with regard to disaster services.

(e) Accredited Disaster Council. A disaster council may become accredited through certification by the California Emergency Management Agency when the disaster council agrees to follow and comply with the rules and regulations established by the California Emergency Management Agency pursuant to the provisions of the Emergency Services Act. Upon certification, and not before, the disaster council becomes an accredited disaster council. A disaster council remains accredited only while the certification of the California Emergency Management Agency is in effect and is not revoked.

(f) Auxiliary Fire Fighter. An auxiliary fire fighter is a person recruited, registered and trained as a supplement or reserve for unusual fire emergencies or disaster situations. Workers' compensation benefits for uncompensated auxiliary fire fighters may be provided by the state. An auxiliary fire fighter is not a "volunteer fire fighter," who is a person recruited and trained to meet the day-to-day operational requirements of a fire department. Workers' compensation insurance premiums for the volunteer fire fighter are the responsibility of the local government or fire entity.

(g) Public Employee. All persons employed by the state or any county, city, city and county, state agency or public district, excluding aliens legally employed, are considered to be public employees.

(h) Convergent Volunteers. Convergent volunteers are individuals who come forward to offer disaster response and recovery volunteer services during a disaster event. Convergent volunteers are not persons impressed into service at the scene of an incident.

NOTE

Authority cited: Sections 8567, 8585.5, and 8585.7, Government Code. Reference: Sections 3100, 8610 and 8612, Government Code; and Sections 3211.9, 3211.91, 3211.92, 3211.93, 3211.93a, and 3600.6 Labor Code.

§ 2571. Accredited Disaster Council.

(a) Disaster councils shall be accredited in accordance with Sections 8585.7 or 8612, Government Code.

(b) When applying for accreditation, disaster councils shall furnish the California Emergency Management Agency with a certified copy of the ordinance which has provided for the following:

- (1) a disaster council;
- (2) a Chairperson or director of the disaster council;
- (3) an Emergency organization; and,
- (4) compliance with the Emergency Services Act.

NOTE

Authority cited: Sections 8567 and 8585.5, Government Code. Reference: Section 8612, Government Code.

§ 2572.1. Classifications and General Duties.

The various classifications of disaster service worker volunteers and the general duties of the members of each classification shall be limited to those described below. It is the responsibility of the accredited disaster council (or designated agency or authority) to determine the appropriate level of background check, if any, for each classification.

(a) Animal Rescue, Care and Shelter. Veterinarians, veterinary support staff and animal handlers/specialists providing skills in the rescue, clinical treatment, euthanasia, disposal and transportation of all animals, including but not limited to companion animals, livestock, avian, fish, equine, exhibition animals, zoo animals, laboratory and research animals, and wildlife; assisting in the procurement of shelters, equipment, and supplies; documenting arrival, sheltering, treatment, and discharge or placement of animals.

(b) Communications. Install, operate and maintain various communications systems and perform related service, to assist officials and individuals in the protection of life and property.

(c) Community Emergency Response Team Member. Under the direction of emergency personnel or a designated team leader, assist emergency units within their block, neighborhood, or other area assignment; survey area conditions; disseminate information; secure data desirable for emergency preparedness planning; report incidents; and generally assist officials and individuals in the protection of life and property.

(d) Emergency Operations Center/Incident Command. Under the direction and supervision of the EOC/IC assist at the city, county, region, State, or departmental level of government in the coordination of overall response and support to an incident including performing in one or more of the Standardized Emergency Management System functions.

(e) Human Services. Assist in providing food, clothing, bedding, shelter, and rehabilitation aid; register evacuees to promote reuniting families and to support the needs of special populations; compile authoritative lists of deceased and missing persons; and other phases of emergency human services, such as maintaining morale and administering to the mental health, religious or spiritual needs of persons suffering from the effects of the disaster.

(f) Fire. As auxiliary fire fighters or auxiliary wildland fire fighters, assist regular fire fighting forces or fire protection agencies to fight fire, rescue persons, and save property; control forest or wildland fires or fire hazards; instruct residents in fire prevention and property defense methods, methods of detecting fire, and precautions to be observed in reducing fire hazards.

(1) For purposes of these regulations only, the ratios between auxiliary fire fighters, volunteer fire fighters, and paid fire fighters shall be one auxiliary for one volunteer and three volunteers for one paid fire fighter. The basis for applying these ratios is that the staffing of an engine company, truck company, or a squad shall not exceed six paid fire fighters, and a salvage and rescue company shall not exceed two paid fire fighters. A fire department that has no volunteer fire fighters is limited to three auxiliary fire fighters for each paid fire fighter in the companies and squads, staffed as above. These staffing standards are based on the number of first line (not reserve) apparatus operated by the fire department.

(2) When auxiliary fire fighters are registered with other than an established fire service organization; for example, auxiliary fire fighters in a county or city emergency management services organization, a total number of eligible auxiliary fire fighters shall be computed for that city or unincorporated area. The emergency management services organization is entitled to register auxiliary fire fighters not otherwise registered with other established fire service organizations, and to a number not to exceed the allowable total as indicated in Section 2572.1 (f) (1), above.

(g) Laborer. Under the direction and supervision of the responding agency, performs general labor services and supports emergency operations.

(h) Law Enforcement. As Auxiliaries, assist law enforcement officers and agencies to protect life and property; maintain law and order; perform traffic control duties; guard buildings, bridges, factories, and other facilities; isolate and report unexploded ordnance.

(i) Logistics. Under the direction of the emergency organization, assist in procurement, warehousing, and release of supplies, equipment materials, or other resources. Assist in mobilization and utilization of public and private transportation resources required for the movement of persons, materials, and equipment.

(j) Medical and Environmental Health. Staff casualty stations, establish and operate medical and public health field units; assist in hospitals, out-patient clinics, and other medical and public health installations; maintain or restore environmental sanitation; assist in preserving the safety of food, milk, and water and preventing the spread of disease; perform laboratory analysis to detect the presence and minimize the effects of nuclear, chemical, biological, radiological or other hazardous agents.

(k) Safety Assessment Program Evaluator. Survey, evaluate and assess damaged facilities for continued occupancy or use; assist in safety evaluations of facilities for utilities, transportation, and other vital community services; and provide recommendations regarding shoring or stabilization of damaged or unsafe buildings or structures.

(l) Search and Rescue.

Under the direction of the appropriate authority, perform search and rescue operations in one or more of several areas including, but not limited to: search and rescue; SAR conducted evidence searches; urban search and rescue; or mine and confined space rescue.

(m) Utilities. Assist utility personnel in the repair and restoration of public utilities damaged by disaster.

NOTE

Authority cited: Sections 8587 and 8585.5, Government Code. Reference: Section 8585.5, Government Code.

§ 2572.2. Scope Of Disaster Service Duties.

Each disaster service worker volunteer in any classification shall, without regard to a formal designation or assignment, be considered to be acting within the scope of disaster service duties while assisting any unit of the emergency organization during a proclaimed emergency or during a SAR mission, or performing activities to mitigate an imminent threat of extreme peril to life, property and resources either:

(a) under the authorization and supervision of a duly constituted superior in the emergency organization; or,

(b) under the supervision and direction of the American Red Cross while carrying out its programs in consonance with state and local statements of understanding, or in carrying out a mission assigned to that agency by a responsible state or local authority.

NOTE

Authority: Sections 8567 and 8585.5, Government Code.

Reference: Section 8585.5, Government Code.

§ 2573.1 Registration and Training.

(a) Registration. A person shall be deemed to be registered if the following information is on file with the California Emergency Management Agency or with the appropriate authority as indicated in Section 2573.2:

(1) name of registrant;

(2) address of registrant;

(3) date enrolled (established as the date the loyalty oath is administered);

- (4) name of registering government agency or jurisdiction with signature and title of authorized person;
- (5) classification of disaster service to which the volunteer is assigned; and
- (6) a signed statement that the loyalty oath or affirmation was taken or subscribed before an officer authorized to administer oaths.

(b) Training.

- (1) Accredited disaster councils may require each person registered as a disaster service worker volunteer to satisfactorily complete a course of training or instruction, including periodic refresher training. If warranted by the classification, disaster councils may require documented proof of professional certification or licensing.
- (2) The accredited disaster council (or designated agency or authority) shall ensure disaster training is approved, documented and supervised, and shall ensure disaster training is commensurate with the duties of the disaster service worker volunteer.
- (3) Exclusions: Unless the volunteer is directly providing disaster services, activities that are not covered include, but are not limited to, parades, public exhibitions, physical fitness training, out-of-state training not conducted in a manner geographically and functionally specific to cross-border emergency response or other training activities not related to disaster service.

NOTE Authority cited: Sections 8567 and 8585.5 Government Code. Reference: Section 8585.5 Government Code.

§ 2573.2 File Retention and Recordkeeping.

(a) Documented proof of the oath or affirmation of any disaster service worker volunteer is an integral part of an injury claim for workers' compensation. File retention should follow the same rules as other public personnel records. The oath or affirmation shall be filed as follows:

- (1) State. File as prescribed by the State Department of Personnel Administration within 30 days of the date it was taken or subscribed.
- (2) County. File in the office of the county clerk or in the official department personnel file of the county employee who is designated as a disaster service worker.
- (3) City. File in the office of the city clerk.
- (4) Other Public Agencies or Districts. File with a public agency or district designated officer or employee.
- (5) The oath or affirmation may be destroyed without duplication five years after the termination of the disaster service worker volunteer's service or, in the case of a public employee, five years after the termination of the employee's employment.

(b) All registration records shall be available for inspection by any officer or employee of the State Compensation Insurance Fund or of the California Emergency Management Agency.

(c) The personnel officer or other individual designated by the accredited disaster council shall be responsible for keeping the registration current, and for the accuracy and safekeeping of the official registration records.

(d) The California Emergency Management Agency may prescribe additional registration requirements as it may deem necessary.

NOTE Authority cited: Sections 8567 and 8585.5, Government Code. Reference: Section 3105, Government Code.

§ 2573.3 Workers' Compensation Claims.

Claim Packages. Workers' compensation claims for injuries/illnesses sustained by disaster service worker volunteers while performing disaster service, shall be filed under the same authorities and guidelines as claims filed by paid employees. The claim shall include:

(a) the appropriate claim and employer's report of injury/illness forms as prescribed by the State Compensation Insurance Fund;

(b) a written narrative account of the incident that may include witness statements; and,

(c) a copy of the claimant's current disaster service worker volunteer registration form indicating the loyalty oath or affirmation was administered.

(d) If injury due to a training activity, the claim shall also include:

(1) a copy of a training document verifying the disaster service worker volunteer's participation, and

(2) a copy of the written pre-authorization of the training activity by the accredited disaster council or its designee.

NOTE

Authority cited: Sections 8567 and 8585.5, Government Code.

Reference: Section 3211.92 and 5400 et seq., Labor Code; and Section 3102, Government Code.

Appendix B: DSW Volunteer Registration Form

DISASTER SERVICE WORKER VOLUNTEER REGISTRATION

LOCAL AND STATE INFORMATION

Loyalty Oath under Code of Civil Procedure §2015.5 & Title 19, Div.2, Chap.2, Sub-Chap.3, §2573.1

TYPE OR PRINT IN INK:

SHADED AREAS REQUIRED BY PROGRAM REGULATIONS

ATTACH PHOTOGRAPH HERE (OPTIONAL)	This block completed ONLY by Accredited Disaster Council, designated government agency or jurisdiction.	
	CLASSIFICATION: _____	SPECIALTY: _____
	REGISTERING AGENCY OR JURISDICTION: _____	
	SIGNATURE OF AUTHORIZED PERSON: _____	TITLE: _____
	REGISTRATION DATE: _____	RENEWAL DATES: _____
	EXPIRATION DATE: * _____	DSW CARD ISSUED?: NO? YES? #: _____
PROCESSED BY: _____	DATE: _____ TO CENTRAL FILES: _____	

NAME: LAST _____		FIRST _____		MI _____	SSN: _____
ADDRESS: _____			CITY: _____		STATE _____ ZIP: _____
COUNTY: _____			HOME PHONE: _____		WORK PHONE: _____
CELL PHONE: _____			E-MAIL: _____		DATE OF BIRTH: (optional) _____
DRIVER LICENSE NUMBER: (if applicable) _____			DRIVER LICENSE CLASSIFICATION: A, B, OR C _____		LICENSE EXPIRATION DATE: _____
IN CASE OF EMERGENCY, CONTACT: _____					EMERGENCY PHONE: _____
PHYSICAL IDENTIFICATION: _____	HAIR: _____	EYES: _____	HEIGHT: _____	WEIGHT: (optional) _____	BLOOD TYPE: (optional) _____
COMMENTS: _____					

PARENT/LEGAL GUARDIAN CONSENT FOR MINOR

As the parent or legal guardian of _____, a minor, I hereby give my full consent and approval for the minor to participate as a DSW volunteer. I understand there may be risks of serious bodily injury inherent in DSW volunteer activities, as well as in traveling and other related activities incidental to his/her participation, and I hereby assume these risks on behalf of the minor.

 SIGNATURE OF PARENT/LEGAL GUARDIAN

 DATE

Based On Government Code (GC) §3108-3109:

Every person who, while taking and subscribing to the oath or affirmation required by this chapter, states as true any material matter which the person knows to be false, is guilty of perjury, and is punishable by imprisonment in the state prison for two, three, or four years. Every person having taken and subscribed to the oath or affirmation required by this chapter, who, while in the employ of, or service with, the state or any county, city, city and county, state agency, public district, or disaster council or emergency organization advocates or becomes a member of any party or organization, political or otherwise, that advocates the overthrow of the government of the United States by force or violence or other unlawful means, is guilty of a felony, and is punishable by imprisonment in the state prison.

LOYALTY OATH OR AFFIRMATION (GC §3102) If SELF-CERTIFICATION approved by ADC, official's signature and title not required.

I, _____, do solemnly swear (or affirm) that I will support and defend the

PRINT NAME

Constitution of the United States and the Constitution of the State of California against all enemies, foreign and domestic; that I will bear true faith and allegiance to the Constitution of the United States and the Constitution of the State of California; that I take this obligation freely, without any mental reservations or purpose of evasion; that I will well and faithfully discharge the duties upon which I am about to enter. I certify under penalty of perjury, under the laws of the State of California, that the foregoing is true and correct.

Executed on _____ in _____ City, _____ County, California.

 DATE

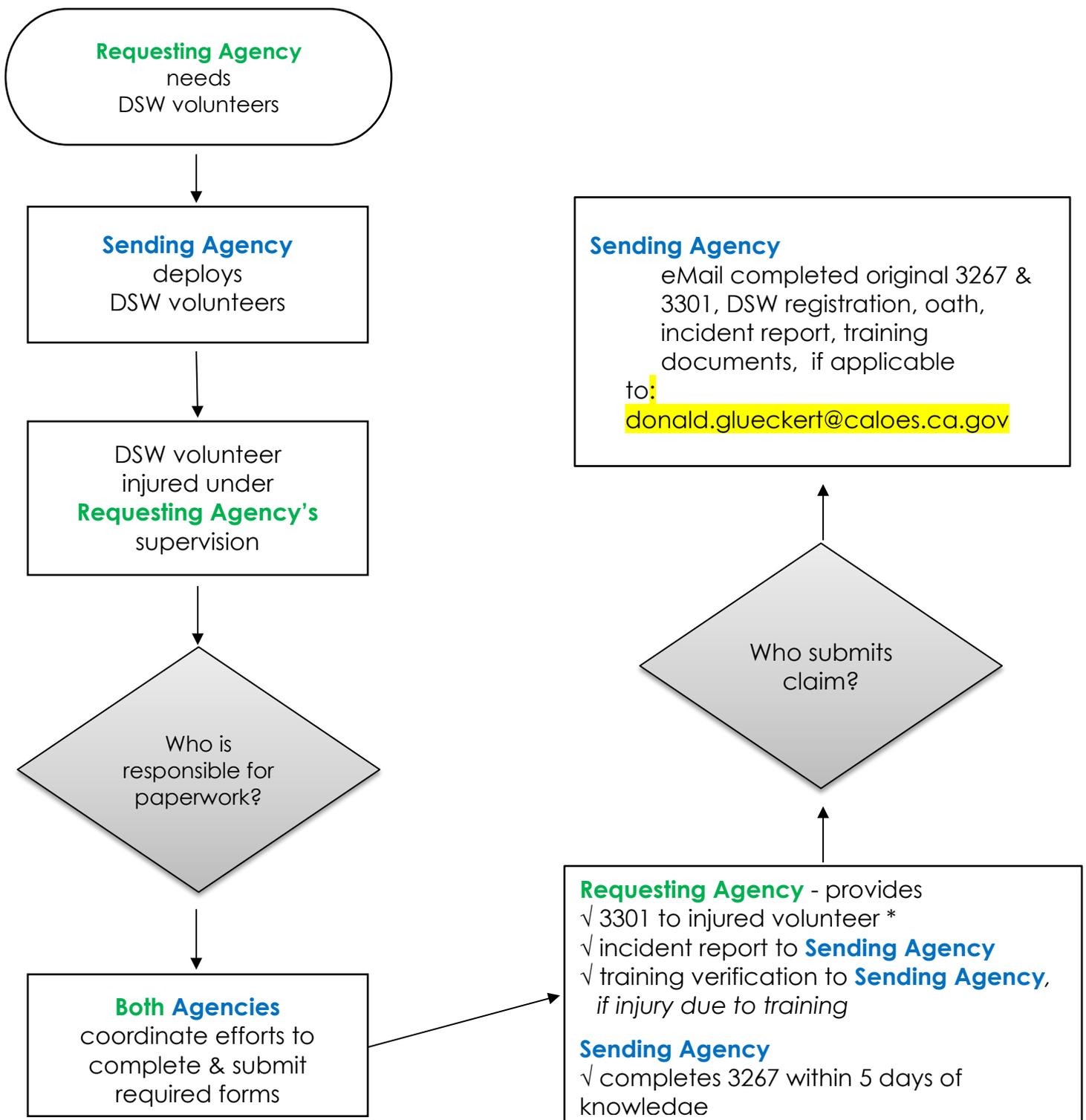
 SIGNATURE OF VOLUNTEER

 SIGNATURE OF OFFICIAL AUTHORIZED TO ADMINISTER LOYALTY OATH

 TITLE

*Registration for the active DSW Volunteer is effective for the period the person remains a member with that organization; for a volunteer registering for an intermittent or a single event, the expiration date is at the discretion of the Accredited Disaster Council but not to exceed one year. (See GC §3102) Cal OES DSW Registration Rev. 1.2023

Appendix C: Flowchart - Mutual Aid Claims Submissions



NOTE:

1. *Sending Agency responsible for providing and completing the 3301 **IF** volunteer delays reporting injury and notifies Sending Agency instead of Requesting Agency.
2. Sending Agency must follow-up with injured volunteer if he/she does not return 3301.
3. Workers' compensation time lines **MUST** be met to avoid penalties.

Appendix D: California Accredited Disaster Council List (2024)

	Date Incorporated	Date Accredited	Date Emer. Ord. Amended	Emer. Ord Amended	Date of Master Mutual Aid Res.	MMA Res Amended	Date of DSW Resolution	DSW Res. Amended
Alameda	03/25/1853	12/19/46	07/09/91		11/28/50		07/02/46	
Alameda	04/19/1854	06/24/47	09/05/72		12/19/50		01/22/47	06/22/16
Albany	09/22/1908	06/24/47	10/09/73	11/01/95	12/19/50		10/02/50	
Berkeley	04/01/1878	12/19/46	10/08/74	03/29/16	12/12/50		12/11/46	
Dublin	02/01/1982	09/29/03	01/14/85		06/13/83		02/18/03	
Emeryville	12/08/1896	06/16/49	08/30/65		12/11/50		03/15/48	
Fremont	01/23/1956	02/01/57	10/02/73		05/29/56		05/29/56	
Hayward	03/11/1876	11/29/50	05/22/90		12/04/50		07/28/59	
Livermore	04/01/1876	04/27/48	01/17/72		12/04/50		02/04/57	06/10/85
Newark	09/22/1955	02/01/57	05/11/72	10/03/13	01/10/57		01/10/57	
Oakland	05/04/1852	12/19/46	03/16/76	06/23/92	12/12/50		07/25/46	
Piedmont	01/31/1907	04/27/48	07/03/72		12/07/50		03/04/48	
Pleasanton	06/13/1894	06/16/49	05/01/72		05/13/51		05/13/57	
San Leandro	03/21/1872	04/27/48	06/28/71	07/06/71	12/04/50		03/01/48	
Union City	01/26/1959	12/12/60	03/19/73		09/19/60		09/16/60	
Alpine	03/16/1864	12/19/46	10/05/70		12/02/03		12/04/03	
Amador	05/11/1854	06/24/47	02/05/51	11/14/95	04/01/63		04/01/63	
Amador	06/02/1915	06/15/51	05/09/51		12/13/50		05/09/51	
Jone	03/23/1953	01/26/54	12/21/64		12/16/53		12/16/53	
Jackson	12/14/1905	06/15/51	12/21/64		12/21/64		12/21/64	
Plymouth	02/08/1917	06/15/51	05/03/51		07/20/51		05/03/51	
Sutter Creek	02/11/1913	09/12/50	08/21/50		12/04/50		08/21/50	
Butte	02/18/1850	12/19/46	01/30/73	04/21/92	11/27/50		08/23/46	
Biggs	06/26/1903	06/15/51	07/10/72	04/15/74	12/04/50		09/11/50	
Chico	01/08/1872	09/12/50	01/16/51	03/08/62	12/05/50		08/01/50	
Gridley	11/23/1905	06/16/49	04/02/73		12/04/50		05/17/48	
Oroville	01/03/1906	06/24/47	05/04/88		12/04/50		07/19/88	
Paradise	11/27/1979	10/08/85	12/06/83		11/16/82		12/06/83	
Calaveras	02/18/1850	09/12/50	11/17/75		12/04/50		04/22/63	
Angels Camp	01/24/1912	11/29/50	12/02/58		12/05/50		08/01/50	
Colusa	02/18/1850	12/19/46	10/01/85		12/04/50		08/17/50	
Colusa	04/04/1870	06/15/51	09/26/72		02/19/51		06/04/51	
Williams	05/19/1920	06/15/51	06/04/73		06/05/59		04/24/51	
Contra Costa	02/18/1850	12/19/46	10/19/82		11/27/50		09/04/46	
Antioch	02/06/1872	06/16/49	06/26/73	09/12/54	12/11/50		03/08/54	
Brentwood	01/21/1948	09/12/50	03/13/51	02/10/76	12/19/50		07/11/50	
Clayton	03/18/1964	10/27/83	02/07/73		07/07/82		07/07/82	
Concord	02/09/1905	09/12/50	08/02/71		03/24/58		03/05/84	
Danville	07/01/1982	10/08/85	03/04/85		02/21/85		02/21/85	
El Cerrito	08/23/1917	06/16/49	05/19/75		12/04/50		01/03/49	
Hercules	12/15/1900	06/23/52	04/24/52		12/28/50		08/11/50	
Lafayette	07/22/1968	08/14/69	06/11/69		06/11/69		06/11/69	
Martinez	04/01/1864	06/16/49	01/06/71		12/06/50		04/06/49	
Moraga	11/12/1974	10/08/85	01/18/84		01/04/84		01/04/84	
Oakley	07/01/1999	04/23/10	03/09/10	04/13/10	03/23/10		02/23/10	

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Orinda	07/01/1985	08/16/89	11/24/86		08/26/86		08/26/86	
Pinole	06/25/1903	06/16/49	09/17/73		12/04/50		07/06/48	
Pittsburg	06/25/1903	05/01/51	09/08/59		12/04/50		01/06/86	
Pleasant Hill	11/16/1961	07/11/62	01/02/73		04/02/62		07/13/64	
Richmond	08/16/1905	06/24/47	04/30/73	06/04/84	12/11/50		12/30/46	
San Pablo	04/27/1948	09/12/50	02/05/51		12/04/50		07/10/50	
San Ramon	07/01/1983	08/16/89	12/23/85		12/10/85		12/10/85	
Walnut Creek	10/20/1914	11/29/50	02/07/72		12/06/50		09/06/50	
Del Norte	03/02/1857	06/24/47	03/22/76		12/12/50		04/15/47	
Crescent City	04/13/1854	06/16/49	05/10/76		12/11/50		10/11/48	
El Dorado	02/18/1850	12/19/46	07/22/75		12/04/50		12/03/46	
Placerville	05/13/1854	11/29/50	04/19/66		12/04/50		09/18/50	
South Lake Ta	03/30/1965	09/14/67	01/18/72		12/06/66		12/06/66	
Fresno	04/19/1856	04/27/48	12/05/78		12/05/50		09/23/47	
Clovis	02/27/1912	06/16/49	08/02/76		12/18/50		01/06/47	
Coalinga	04/03/1906	03/01/51	04/19/71		12/04/50		12/18/50	
Firebaugh	09/17/1914	01/26/54	07/22/74		11/27/50		07/15/53	
Fowler	06/15/1908	05/05/44	07/18/50		12/05/50		09/19/50	
Fresno	10/15/1885	09/12/50	01/13/87		11/30/50		09/28/50	
Huron	05/03/1951	01/26/54	06/20/79		06/03/53		06/03/53	
Kerman	07/02/1946	05/01/51	02/26/51		11/27/50		03/26/51	
Kingsburg	05/19/1908	06/20/55	09/05/72		07/16/51		07/19/54	
Mendota	06/17/1942	06/15/51	05/22/51		04/10/51		04/10/51	
Orange Cove	01/20/1948	11/29/50	08/15/50		12/04/50		10/02/50	
Parlier	11/15/1921	11/29/50	10/19/72		12/07/50		08/17/50	
Reedley	02/18/1913	06/15/51	05/18/71		12/05/50		05/15/51	
San Joaquin	02/14/1920	01/23/52	05/21/51		07/20/53		10/15/51	
Sanger	05/09/1911	05/01/51	03/07/51		12/06/50		04/04/51	
Selma	03/15/1893	07/07/50	09/01/71		12/04/50		04/17/50	
Glenn	03/11/1891	03/01/51	09/26/72		01/07/57		12/18/50	
Orland	11/11/1909	06/15/51	02/24/72		12/04/50		05/07/51	
Willows	01/16/1886	05/01/51	01/10/72		12/04/50		09/25/50	
Humboldt	05/12/1853	03/07/50	01/16/74		12/01/50		06/27/49	
Arcata	02/02/1858	11/29/50	03/05/75		12/01/50		10/06/50	
Blue Lake	04/23/1910	01/23/52	04/09/51		12/11/50		11/03/48	
Eureka	04/18/1856	03/07/50	06/03/75		12/26/50		06/07/49	
Ferndale	08/28/1893	06/16/49	12/07/48		01/02/51		12/07/48	
Fortuna	02/20/1906	03/07/50	11/19/73		01/06/51		07/05/49	
Rio Dell	02/26/1965	10/27/65	11/01/83		07/20/65	10/18/83	10/18/83	
Trinidad	11/07/1870	01/27/58	09/09/57		11/04/57		11/04/57	
Imperial	08/15/1907	12/19/46	05/31/73	03/29/90	12/04/50		02/06/73	
Brawley	04/16/1908	03/07/50	02/20/73		12/04/50		02/05/73	
Calexico	04/16/1908	09/12/50	10/21/86		12/05/50		09/19/50	
Calipatria	02/28/1919	04/30/57	02/13/73		03/19/59		04/09/57	
El Centro	04/16/1908	06/24/47	10/17/84		12/06/50		04/11/73	
Holtville	07/01/1908	11/29/50	11/23/54		12/13/50		09/20/50	
Imperial	07/12/1904	03/07/50	02/14/73		12/13/50		02/23/50	

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Westmorland	06/30/1934	11/29/50	02/26/73		12/11/50		10/30/50	
Inyo	03/22/1856	12/19/46	08/07/72		12/05/50		11/08/50	
Bishop	05/06/1903	11/29/50	09/11/73		12/11/50		11/10/75	
Kern	04/02/1866	06/12/46	04/26/90	11/26/92	12/04/50		05/27/46	
Arvin	12/21/1960	10/18/61	06/12/61		02/12/73	04/26/76	07/10/61	
Bakersfield	01/11/1898	06/16/49	05/27/68	08/27/73	12/04/50		08/09/48	
California City	12/08/1965	12/09/66	07/18/66		07/18/66		07/18/66	
Delano	04/13/1915	11/29/50	06/05/72		12/04/50		10/16/50	
Maricopa	07/25/1911	11/29/50	03/12/51		12/11/50		08/28/50	
McFarland	07/18/1957	06/25/58	05/21/58		05/21/58		05/21/58	
Ridgecrest	11/29/1963	10/08/85	01/03/74		06/11/73		12/05/83	
Shafter	01/20/1938	06/24/47	05/12/69		12/13/50		08/14/50	
Taft	11/22/1910	11/29/50	08/20/79		04/02/51		08/21/50	
Tehachapi	08/13/1909	11/29/50	12/18/72		12/04/50		10/02/50	
Wasco	12/22/1945	06/16/49	08/06/48		04/01/51		04/30/47	
Kings	03/22/1893	06/24/47	06/15/82		12/12/50		02/06/47	
Avenal	09/08/1979	06/16/82	05/27/82		05/13/82		05/13/82	
Corcoran	08/06/1907	06/16/49	11/15/82		12/04/50		04/04/49	
Hanford	08/12/1891	06/24/47	02/15/83		02/13/51		05/26/46	
Lemoore	08/04/1900	05/01/51	05/18/82		03/05/51		06/01/51	
Lake	05/20/1861	04/27/48	12/06/71	11/07/89	11/27/50		12/02/47	
Clear Lake	11/14/1980	02/26/87	12/02/85		12/02/85		12/02/85	
Lakeport	04/30/1888	06/15/51	06/19/72		12/05/50	09/02/52	04/16/51	
Lassen	04/01/1864	12/19/46	01/08/73		12/04/50		09/05/50	
Susanville	08/24/1900	05/01/51	06/15/70	02/05/73	07/23/56		04/23/51	
Los Angeles	02/18/1850	06/12/46	09/01/89		12/12/50		07/09/46	
Agoura Hills	11/08/1982	10/08/85	09/21/83		05/04/83		05/04/83	
Alhambra	07/11/1903	06/24/47	09/11/74		12/05/50		02/04/47	
Arcadia	08/05/1903	06/16/49	07/06/71		12/05/50		07/20/48	
Artesia	05/29/1959	11/09/59	07/09/79		08/03/59		09/14/59	
Avalon	06/26/1913	11/29/50	10/15/79		12/07/50		09/22/50	
Azusa	12/29/1898	06/16/49	09/16/85		12/04/50		04/04/83	
Baldwin Park	01/25/1956	05/24/57	03/15/67		11/05/56		02/18/57	
Bell	11/07/1927	06/24/47	06/20/83		12/04/50		12/16/46	04/15/74
Bell Gardens	08/01/1961	08/05/65	11/13/61		07/26/65		07/26/65	
Bellflower	09/03/1957	01/16/63	04/25/77		10/31/62		10/31/62	12/09/96
Beverly Hills	01/29/1914	06/24/47	12/08/90		04/29/52		01/21/47	
Bradbury	07/26/1957	12/12/60	06/08/67	12/15/81	11/01/60		11/01/60	
Burbank	07/15/1911	12/19/46	01/23/73		12/12/50		06/18/46	
Calabasas	04/05/1991	03/01/94	11/20/91		11/06/91		11/06/91	
Carson	02/19/1968	08/14/69	12/15/75		04/21/69		04/21/69	
Cerritos	04/24/1956	04/15/68	12/13/67	05/02/79	11/01/67		11/01/67	
Claremont	10/03/1907	06/24/47	11/14/72		12/05/50	12/11/84	12/11/84	
Commerce	01/28/1960	04/10/63	02/04/85		02/05/62		02/05/62	
Compton	05/11/1888	06/16/49	04/08/80		11/28/50		12/05/50	
Covina	08/14/1901	09/12/50	09/05/72		12/04/50		09/18/50	
Cudahy	11/10/1960	10/08/85	06/04/84		05/07/84		05/07/84	

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Culver City	09/20/1917	06/16/49	03/22/71		12/11/50		06/05/89	
Diamond Bar	04/18/1989	01/28/92	05/21/91		04/18/89		05/07/91	
Downey	12/17/1956	06/25/58	05/08/79		05/26/58		05/26/58	
Duarte	08/22/1957	11/09/59	03/09/71		12/08/58		12/08/58	
El Monte	11/18/1912	06/16/49	12/05/72		12/04/50		12/06/48	
El Segundo	01/18/1917	06/16/49	01/04/77		11/29/50		10/27/48	
Gardena	09/11/1930	06/24/47	06/05/67	07/10/79	11/28/50		12/16/46	
Glendale	02/15/1906	12/19/46	07/27/71		11/16/50		07/30/46	
Glendora	11/13/1911	11/29/50	08/10/71		11/28/50		01/14/92	
Hawaiian Gard	04/09/1964	03/22/73	09/12/72		03/27/73		08/22/72	
Hawthorne	07/12/1922	06/16/49	01/12/81		11/28/50		12/12/50	
Hermosa Beach	01/10/1907	06/24/47	01/11/77		12/05/50		04/15/47	
Hidden Hills	10/19/1961	01/09/79	02/17/86		03/07/78		03/07/78	
Huntington Pat	09/01/1906	06/12/46	06/27/77		12/04/50		05/06/46	
Industry	06/18/1957	12/15/98	12/01/86	08/27/98	08/27/98		08/27/98	
Inglewood	02/14/1908	06/16/49	06/04/85		11/28/50		06/22/48	
Irwindale	08/06/1957	04/10/63	10/09/75		11/27/62		11/27/62	
La Canada Flir	11/30/1976	01/09/72	06/20/77		06/20/77		11/20/78	
La Habra Heig	12/04/1978	11/14/79	06/21/79		12/11/73	06/07/79	06/07/79	
La Mirada	03/23/1960	10/31/63	08/09/77		09/24/63		09/24/63	
La Puente	11/21/1977	12/04/61	03/13/90		11/14/61		11/14/61	
La Verne	08/20/1906	06/16/49	04/04/77		12/04/50		11/01/48	
Lakewood	04/16/1954	08/14/59	02/05/74		06/09/59		06/09/59	
Lancaster	11/21/1977	11/14/79	09/03/85		08/06/79		08/06/79	
Lavndale	12/28/1959	04/25/66	09/20/76		01/16/61		09/20/76	
Lomita	06/25/1964	01/14/65	10/25/76		11/09/64		10/04/76	
Long Beach	12/13/1897	12/19/46	11/09/71		12/19/50		03/06/51	
Los Angeles	04/04/1850	12/19/46	07/25/89		02/26/51		07/01/46	
Lynwood	07/16/1921	06/16/49	05/06/80		12/05/50		10/19/48	
Malibu	03/28/1991	03/01/94	07/16/91		12/17/91		12/17/91	
Manhattan Be	12/07/1912	06/16/49	11/16/71	09/07/76	12/05/50		09/07/76	
Maywood	09/02/1924	06/24/47	01/09/51	03/26/91	11/28/50		05/27/47	
Monrovia	12/15/1887	06/16/49	09/20/83		12/04/50		09/06/83	
Montebello	10/16/1920	12/19/46	05/08/90		12/04/50		06/17/46	
Monterey Park	05/29/1916	07/07/50	07/10/89		12/11/50		03/13/50	
Norwalk	08/26/1957	10/18/61	04/10/72		02/08/60		02/08/60	
Palmdale	08/24/1962	05/24/63	11/02/62	03/14/85	03/15/63		03/15/63	
Palos Verdes E	12/20/1939	04/30/57	12/14/76		11/29/56		02/26/57	
Paramount	01/30/1957	05/08/59	07/14/77		04/21/59		04/21/59	
Pasadena	06/19/1886	06/24/47	02/01/72		01/30/51		04/22/47	
Pico Rivera	01/29/1958	06/24/59	12/17/79		06/01/59		06/01/59	
Pomona	01/06/1888	06/12/46	05/16/83		12/05/50		04/25/50	
Rancho Palos	09/04/1973	11/25/74	09/17/74		09/03/74		09/03/74	
Redondo Beach	04/29/1882	11/29/50	02/14/77		12/11/50		03/28/77	
Rolling Hills	01/24/1957	08/14/59	08/07/74		07/13/59		07/13/59	
Rolling Hills Es	09/18/1957	10/31/63	08/11/71		06/10/59		06/10/59	
Rosemead	08/04/1959	04/25/66	07/13/76		09/23/59		09/23/59	
San Dimas	08/04/1960	04/10/63	11/24/75		01/14/63		02/23/76	
San Fernando	08/31/1911	09/12/50	06/29/73		12/04/50		07/05/49	
San Gabriel	08/24/1913	06/16/49	08/03/71		12/12/50		10/19/48	
San Marino	04/25/1913	11/29/50	05/09/51	06/14/89	12/13/50		04/27/49	
Santa Clarita	12/15/1987	08/16/89	07/11/89		06/13/89		06/13/89	
Santa Fe Sprint	05/15/1957	06/24/59	08/08/77		05/28/59		05/28/59	

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Santa Monica	12/09/1896	12/19/46	09/26/78		12/12/50		11/28/61	
Sierra Madre	02/07/1907	06/16/49	11/12/69	10/27/81	12/12/50		04/12/49	
Signal Hill	04/22/1924	06/24/47	06/19/79		12/04/50		03/19/51	
South El Monte	07/30/1958	09/03/64	09/19/61	07/01/76	07/21/64		10/17/61	
South Gate	01/20/1923	06/16/49	08/13/84		11/27/50		11/29/48	
South Pasadena	03/02/1888	06/24/47	08/18/71		11/30/50		01/08/47	
Temple City	05/25/1960	09/14/67	12/01/80		06/21/66		04/18/67	
Torrance	05/12/1921	09/12/50	04/15/75	08/09/11	12/12/50		09/11/73	
Vernon	09/22/1905	07/16/51	03/18/80		04/18/51		05/01/51	
Walnut	01/19/1959	08/14/59	06/08/83		06/15/59		06/15/59	
West Covina	02/17/1923	11/29/50	02/11/80		05/25/51		08/27/79	
West Hollywood	11/29/1984	02/26/87	10/20/86		09/18/86		09/18/86	
Westlake Village	12/11/1981	10/08/85	12/20/84		11/14/84		11/14/84	
Whittier	02/25/1898	06/16/49	09/20/83		11/28/50		11/08/48	
Madera	03/11/1893	09/12/50	03/28/72	04/09/91	12/07/50		07/05/50	
Chowchilla	02/07/1923	03/01/51	09/07/66		01/05/51		02/01/51	
Madera	03/27/1903	09/12/50	09/18/78		11/28/50		09/18/50	
Marin	02/18/1850	12/19/46	12/14/82		12/11/50		12/09/46	
Belvedere	12/24/1896	09/12/50	11/01/71		12/04/50		08/07/50	
Corte Madera	06/10/1916	07/16/51	01/03/72		05/19/58		05/19/58	
Fairfax	03/02/1931	06/16/49	03/12/73		12/08/50		12/10/48	
Larkspur	03/01/1908	05/01/51	12/01/71		12/06/50		01/03/51	
Mill Valley	09/01/1900	06/16/49	03/06/72		12/06/50		01/19/49	
Novato	01/20/1960	06/30/72	12/07/71		12/07/71		12/07/71	
Ross	08/21/1908	09/12/50	04/08/71		12/14/50		05/11/50	
San Anselmo	04/09/1907	06/24/47	01/25/72		12/12/50		04/08/47	
San Rafael	02/18/1874	06/16/49	01/15/73		12/04/50		03/22/55	
Sausalito	09/04/1893	09/12/50	10/19/71		12/05/50		07/25/50	
Tiburon	06/23/1964	12/09/66	12/13/71		10/10/66		10/10/66	
Mariposa	02/18/1850	05/01/51	05/24/83		01/05/51	12/06/88	10/25/50	
Mendocino	02/18/1850	12/19/46	03/24/87		12/01/50		01/22/51	
Fort Bragg	08/05/1889	09/12/50	10/26/81	11/09/81	04/09/51		08/16/50	
Point Arena	07/11/1908		07/26/05		12/05/50			
Ukiah	03/08/1876	09/12/50	09/19/73		12/06/50		08/16/50	
Willits	11/19/1888	05/01/51	05/25/83		11/27/50		02/19/51	
Merced	04/19/1855	09/12/50	11/20/90		08/26/58		08/26/58	09/20/72
Atwater	08/16/1922	06/15/51	11/26/62		12/06/50		04/04/51	
Dos Palos	05/04/1935	06/15/51	03/20/51		04/17/51		04/17/51	
Gustine	11/11/1915	09/12/50	03/05/51		12/04/50		08/07/50	
Livinston	09/13/1922	03/01/51	08/07/50		12/04/50		01/16/51	
Los Banos	05/08/1907	06/16/49	01/19/49		01/17/51		01/19/49	
Merced	04/03/1889	11/29/50	01/15/51		12/04/50		11/04/46	
Modoc	02/17/1874	06/24/47	05/19/86	03/20/89	03/04/57		08/21/50	05/19/86
Alturas	09/16/1901	01/27/58	06/11/56		07/09/56		07/09/56	
Mono	04/24/1861	06/16/49	12/10/85		12/04/50		11/22/83	
Mammoth Lake	03/21/1893	02/26/87	11/20/85		11/06/85		11/06/85	

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Monterey	02/18/1850	12/19/46	06/05/90		11/27/50		07/15/46	
Carmel-By-The-Sea	10/31/1916	06/16/49	05/14/79		12/06/50	02/06/63	05/07/79	
Del Rey Oaks	09/03/1953	12/09/66	05/27/75		01/24/55		02/28/55	
Gonzales	01/14/1947	05/01/51	05/05/75		12/05/50		04/03/51	
Greenfield	01/07/1947	03/01/51	04/16/74		12/19/50	03/17/70	03/17/70	
King City	02/09/1911	06/16/49	02/07/51		12/06/50	05/12/70	05/12/70	
Marina	11/12/1975	05/13/77	10/25/76		10/11/76		10/11/76	
Monterey	06/14/1889	06/16/49	12/20/71		12/05/50		09/19/78	
Pacific Grove	07/05/1889	06/16/49	03/21/90		12/20/50		01/05/49	
Salinas	03/04/1874	06/16/49	03/01/71		12/04/50		01/17/49	
Sand City	05/31/1960	10/27/83	07/20/82		07/20/82		07/20/82	
Seaside	10/13/1954	03/15/55	04/20/72		11/18/54		01/20/55	
Soledad	03/09/1921	06/16/49	04/10/51		12/12/50		04/10/51	
Napa	02/18/1850	06/16/49	09/19/72		03/11/52		01/11/49	06/13/67
American Canyon	01/01/1992	11/21/97	08/07/97		08/21/97		08/21/97	
Calistoga	01/06/1886	06/15/51	11/01/88		12/01/50		12/01/50	
Napa	03/23/1872	06/16/49	11/05/73		12/18/50		05/09/49	
Saint Helena	03/24/1876	06/16/49	01/23/73		11/28/50		08/10/48	
Yountville	02/01/1965		03/04/03		02/04/03		02/04/03	
Nevada	04/25/1851	03/01/51	11/28/89		01/02/51		01/02/51	
Grass Valley	04/15/1861	09/12/50	11/28/72		12/12/50		07/25/50	
Nevada City	04/19/1856	06/15/51	04/12/51		04/12/51		04/13/51	
Truckee	03/23/1993		06/03/93					
Orange	03/11/1889	12/19/46	02/24/87		11/28/50		11/19/46	
Aliso Viejo	07/01/2001	10/23/02	06/05/02		06/05/02		06/05/02	
Anaheim	03/18/1878	06/19/49	09/27/77		11/28/50		04/07/59	
Brea	02/23/1917	06/16/49	04/20/76		12/06/50		05/03/83	
Buena Park	01/27/1953	03/15/55	09/21/87		12/29/53		09/05/78	
Costa Mesa	06/29/1953	03/15/55	11/03/80		04/19/54		04/19/54	
Cypress	07/24/1956	01/27/58	10/21/57		10/21/57		10/28/91	
Dana Point	01/01/1989	03/06/07	04/17/16	04/17/16	01/22/03		01/22/03	04/19/16
Fountain Valley	06/13/1957	04/10/63	02/04/92		12/14/59		01/21/92	
Fullerton	02/15/1904	12/19/46	03/06/51		11/28/50		05/21/46	
Garden Grove	06/18/1956	01/27/58	06/22/71	06/24/75	11/26/57		11/26/57	
Huntington Beach	02/17/1909	06/16/49	11/17/80		02/05/51		06/07/76	
Irvine	12/28/1971	12/07/77	04/26/77	03/26/91	04/12/77		04/12/77	
La Habra	01/20/1925	03/01/51	11/06/73		12/05/50		12/11/73	
La Palma	10/26/1955	01/27/58	11/04/57		10/07/57		10/07/57	
Laguna Beach	06/29/1927	06/24/47	09/06/72		12/06/50		12/04/46	
Laguna Hills	12/20/1991	12/15/98	10/28/97		10/14/97		10/14/97	
Laguna Niguel	12/01/1989	12/17/98	06/21/94		06/06/90		04/16/93	12/01/98
Laguna Woods	03/24/1999	09/29/03	12/18/02		11/20/02		11/20/02	
Lake Forest	12/20/1991	12/02/99	08/02/94		02/16/99		02/04/92	02/16/99
Los Alamitos	03/01/1960	04/15/68	08/28/72		11/14/67		08/14/72	
Mission Viejo	03/31/1988	01/28/92	12/09/91		06/26/89		06/26/89	
Newport Beach	09/01/1906	12/19/46	10/09/73		12/26/50	12/10/73	12/10/73	
Orange	04/06/1888	06/16/49	08/28/73		12/05/50		08/21/73	
Placentia	12/02/1926	06/16/49	11/06/73		12/05/50		11/16/48	05/19/81

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Rancho Santa	01/01/2000	08/23/04	09/18/03		09/04/03		09/04/03	
San Clemente	02/28/1928	06/16/49	11/01/72		12/06/50	11/01/72	11/01/72	
San Juan Capistrano	04/19/1961	06/30/70	10/23/61		10/23/61		10/23/61	
Santa Ana	06/12/1886	06/16/49	03/19/84		12/21/50		01/07/74	
Seal Beach	10/27/1915	06/16/49	08/21/67		12/27/50		11/25/74	
Stanton	06/04/1956	05/23/58	11/27/72		03/24/58		03/24/58	
Tustin	09/21/1927	06/16/49	04/21/75		12/04/50	06/15/59	04/07/75	
Villa Park	01/11/1962	12/07/77	07/21/77		06/16/77		11/17/77	
Westminster	03/27/1957	01/27/58	09/12/72		12/02/57		08/22/72	
Yorba Linda	11/02/1967	06/30/70	05/17/82		01/15/68		05/03/82	
Placer	04/25/1851	03/07/50	11/16/90		01/22/51		12/13/49	
Auburn	05/02/1888	06/16/49	01/25/72		12/14/50		07/21/48	
Colfax	02/23/1910	12/19/46	11/26/46		04/24/51		11/26/46	
Lincoln	08/07/1890	09/12/50	09/14/71		11/28/50		09/12/50	
Loomis	12/17/1984	11/20/06	12/10/96		10/13/04		10/12/04	
Rocklin	02/24/1893	03/01/51	12/20/71		04/16/51		10/09/50	
Roseville	04/10/1909	06/24/47	10/20/71		12/13/50		04/23/47	
Plumas	03/18/1854	12/19/46	11/09/76		12/04/50		01/03/51	
Portola	05/16/1946	11/29/50	03/26/73		12/01/50		08/24/50	
Riverside	03/11/1893	12/19/46	11/15/88		12/04/50		12/09/46	
Banning	02/06/1913	07/07/50	06/12/90		11/28/50		12/14/48	
Beaumont	11/18/1912	12/19/46	01/13/75		01/24/51		08/28/46	
Blythe	07/21/1916	03/01/51	11/23/71		04/10/51		02/06/51	
Calimesa	12/01/1990	12/15/98	04/20/91	04/05/93	12/01/90		04/05/93	
Canyon Lake	12/01/1990	11/21/97	12/16/92		01/06/93		01/06/93	
Cathedral City	11/16/1981	10/08/85	01/18/84	02/10/10	01/04/84		01/04/84	
Coachella	12/13/1946	11/29/50	03/21/72		04/02/58		06/18/58	
Corona	07/13/1896	12/19/46	11/20/90		12/05/50		09/07/65	
Desert Hot Springs	09/24/1963	02/24/64	10/08/87		02/19/64		09/15/87	
Eastvale	10/01/2010	10/18/13	12/14/11		08/24/11		11/09/11	
Hemet	01/20/1910	06/16/49	09/25/94		12/04/50		11/01/48	
Indian Wells	07/07/1967	03/30/72	09/08/67		08/01/74		08/01/74	
Indio	05/16/1930	09/12/50	11/03/71		07/17/63		08/02/50	
Jurupa Valley	07/01/2011							
Lake Elsinore	04/20/1988	06/16/49	06/27/77		12/11/50		10/18/48	
La Quinta	05/01/1981	10/08/85	02/07/84		01/17/84		01/17/84	
Menifee	10/01/2008	01/05/10	06/02/09		05/20/09		05/20/09	
Moreno Valley	12/03/1984	03/01/94	08/13/91		06/25/91		06/25/91	
Murrieta	07/01/1991	03/01/94	02/04/92		11/05/91		11/05/91	
Norco	12/23/1964	06/19/67	07/03/72		03/20/67		03/20/67	
Palm Desert	12/16/1973	05/13/77	04/08/76		09/11/75		02/26/76	
Palm Springs	04/20/1938	12/19/46	07/06/83		12/06/50		08/06/80	
Perris	05/26/1911	09/12/50	08/12/68		12/01/50		08/04/50	
Rancho Mirage	07/17/1973	04/08/75	02/06/75		08/01/74		08/01/74	
Riverside	10/11/1883	04/27/48	06/02/87		12/19/50		12/19/72	
San Jacinto	04/20/1888	11/29/50	09/08/70		12/19/50		10/24/50	
Temecula	12/01/1989	11/21/97	08/27/91		02/23/93		02/23/93	
Wildomar	07/01/2008	02/28/10	01/27/10		04/22/09		01/13/10	

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Sacramento	02/18/1850	12/19/46	10/01/73		12/06/50		08/16/50	
Citrus Heights	01/01/1997							
Elk Grove	07/01/2000	01/05/11	10/27/10		06/28/06	10/13/10	10/13/10	
Folsom	04/20/1946	11/29/50	12/17/70		12/06/50		09/01/50	
Gait	08/16/1946	09/12/50	08/30/63		11/28/50		05/31/50	
Isleton	05/14/1923	06/16/49	06/02/75		12/04/50		12/06/48	
Rancho Cordova	11/05/2002							
Sacramento	02/27/1850	06/24/47	04/21/81		12/07/50		12/27/46	
San Benito	02/12/1874	12/19/46	02/03/86		12/04/50		10/09/50	
Hollister	03/26/1874	01/23/52	05/20/74		12/18/50		12/18/50	
San Juan Bautista	05/04/1896	06/24/47	12/23/41		12/05/50		12/15/46	
San Bernardino	04/26/1853	12/19/46	01/09/84	06/08/04	01/08/51		10/01/72	08/06/13
Adelanto	12/22/1970	03/30/72	01/26/72		01/12/72	11/09/93	01/12/72	
Apple Valley	11/28/1988	01/28/92	10/31/89		11/27/90		11/27/90	
Barstow	09/30/1947	06/16/49	03/20/78		04/02/51	07/17/78	03/06/78	
Big Bear Lake	11/24/1980	06/16/82	01/13/82		01/27/82		01/27/82	
Chino	03/05/1910	06/16/49	08/05/86		12/19/50		11/05/48	
Chino Hills	12/01/1991	11/21/97	10/11/94		06/14/94		09/27/94	
Colton	07/20/1887	06/16/49	03/16/71		12/19/50		12/20/84	
Fontana	06/25/1952	02/28/53	05/19/87		03/02/54		05/03/83	
Grand Terrace	11/30/1978	06/27/79	01/18/79		01/18/79		01/18/79	
Hesperia	05/23/1988	04/18/90	08/17/89		07/01/88		08/17/89	
Highland	11/23/1987	03/12/90	08/08/89		07/25/89		07/25/89	
Loma Linda	09/29/1970	05/13/77	12/13/76		05/23/72		12/13/76	
Montclair	04/25/1956	04/30/57	09/17/56	05/16/83	02/04/57		05/16/83	
Needles	10/30/1913	06/15/51	04/17/51		12/05/50		04/17/51	
Ontario	12/10/1891	06/16/49	07/18/89		12/04/50		11/21/89	
Rancho Cucamonga	11/22/1977	06/16/82	05/21/80		12/02/77		04/07/82	
Redlands	12/07/1888	04/27/48	02/01/72		01/18/72		01/18/72	
Rialto	11/17/1911	03/07/50	12/08/77		09/20/71		09/20/71	
San Bernardino	08/10/1869	06/16/49	06/29/71	10/17/90	02/19/51		06/20/82	
Twentynine Palms	11/23/1987	08/16/89	11/08/88		12/02/87		10/25/88	
Upland	05/15/1906	04/27/48	07/06/71	09/02/80	12/07/50		09/02/80	
Victorville	09/21/1962	07/19/63	11/03/87		07/10/63		02/15/83	
Yucaipa	11/27/1989	12/05/97	10/06/97		12/01/89		10/06/97	
Yucca Valley	11/27/1991	10/23/02	11/27/91	05/13/02	08/01/02		06/06/02	
San Diego	02/18/1850	12/19/46	05/12/81		12/11/50		09/03/46	
Carlsbad	07/16/1952	01/26/54	01/02/73		07/21/53		07/21/53	
Chula Vista	10/26/1911	06/16/49	08/01/72		04/10/51		07/29/82	
Coronado	07/13/1896	12/19/46	08/15/72		12/05/50		11/08/50	
Del Mar	07/15/1959	10/18/61	12/04/72		12/01/60		01/30/61	
El Cajon	11/20/1912	06/24/47	01/16/73		12/18/50		10/09/50	
Encinitas	10/01/1986	11/10/87	07/13/87	06/28/89	07/27/87		07/27/87	
Escondido	10/08/1888	11/29/50	09/13/72		12/06/50		10/04/50	
Imperial Beach	07/18/1956	06/30/58	07/18/72		04/02/57		02/23/50	04/02/57
La Mesa	02/16/1912	09/12/50	03/13/51		11/28/50		06/08/82	
Lemon Grove	07/01/1977	01/09/79	11/20/78		11/06/78		12/05/78	
National City	07/28/1887	06/16/49	11/14/72		12/05/50		11/08/50	
Oceanside	07/12/1888	06/16/49	05/23/73		12/13/50		11/10/48	

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Poway	12/01/1980	03/10/82	11/10/81		11/10/81		11/10/81	
San Diego	03/27/1850	12/19/46	02/05/74		12/05/50		08/13/46	
San Marcos	01/28/1963	07/19/63	01/22/74		06/25/63		06/25/63	
Santee	12/01/1980	03/10/82	11/09/81		10/26/81		10/26/81	
Solana Beach	07/01/1986	08/16/89	11/16/87		11/02/87		11/02/87	
Vista	01/28/1963	08/05/65	12/11/72		06/25/63		06/25/63	
San Francisco	02/18/1850	12/19/46	02/22/72		04/23/51		09/30/46	
San Joaquin	02/18/1850	07/07/50	03/16/71		01/29/51		06/02/09	
Escalon	03/12/1957	05/08/59	06/21/71		06/02/58		03/12/57	09/03/58
Lathrop	07/01/1989							
Lodi	12/06/1906	09/12/50	06/02/71		04/06/11		07/19/50	
Manteca	06/05/1918	11/29/50	03/05/51	08/04/71	12/04/50		11/21/49	
Ripon	11/17/1945	09/12/50	02/20/51		12/19/50		07/18/50	
Stockton	07/23/1850	06/16/49	04/12/71		12/26/50		11/15/48	
Tracy	07/22/1910	06/16/49	12/15/70		12/05/50		02/15/49	
San Luis Obispo	02/18/1850	12/19/46	09/11/86		12/04/50		10/28/46	
Arroyo Grande	06/11/1911	03/01/51	04/22/75		04/04/51	11/09/71	04/08/75	
Atascadero	07/02/1972	02/26/87	02/14/89		07/14/86		07/14/86	
Grover Beach	12/21/1959	12/04/61	10/04/61		10/04/61		10/04/61	
Morro Bay	07/15/1964	04/25/66	04/27/65		04/27/65		04/27/65	
Paso Robles	03/11/1889	08/11/52	04/16/51		12/04/50		06/02/52	
Pismo Beach	04/25/1946	05/01/51	07/23/73		12/04/50		03/05/51	
San Luis Obispo	02/19/1856	05/01/51	04/17/72		12/04/50		11/06/72	
San Mateo	04/19/1856	05/01/51	02/01/72		12/05/50		02/20/51	
Atherton	09/12/1923	06/16/49	04/24/73		11/28/50		10/26/48	
Belmont	10/29/1926	06/16/49	03/10/75		12/11/50		09/25/50	
Brisbane	11/27/1961	07/11/62	04/07/75		06/11/62	10/26/64	06/11/62	
Burlingame	06/06/1908	06/24/47	03/15/71		12/04/50		03/07/77	
Colma	08/05/1924	06/15/51	06/11/75		12/13/50		05/09/51	
Daly City	03/22/1911	06/24/47	11/28/77		12/26/50		03/24/47	
East Palo Alto	01/01/1983	08/23/04	12/05/83	12/15/03	11/21/83		11/21/83	
Foster City	04/27/1971	08/20/73	04/14/75	05/21/84	05/29/73		06/11/73	
Half Moon Bay	07/15/1959	12/09/66	09/18/73		01/07/64		07/18/67	
Hillsborough	05/05/1910	06/24/47	02/05/51		12/11/50		09/11/67	
Menlo Park	11/23/1927	06/16/49	12/14/76		11/28/50		10/26/48	
Millbrae	01/14/1948	11/29/50	10/28/75		12/05/50		10/17/50	
Pacifica	11/21/1957	05/23/58	07/09/75		04/05/58		04/05/58	
Portola Valley	07/14/1964	10/08/85	01/15/84		10/14/64		07/28/82	
Redwood City	03/27/1868	06/16/49	02/14/72		12/11/50		08/02/48	
San Bruno	12/23/1914	06/16/49	12/13/71		12/13/50		10/27/48	
San Carlos	07/08/1925	06/24/47	12/10/74		12/13/50	01/14/53	11/24/48	
San Mateo	09/04/1894	12/19/46	09/01/71		04/02/51		10/02/50	
South San Francisco	09/19/1908	06/16/49	09/20/71		12/12/50		11/15/48	04/07/58
Woodside	11/16/1956	01/27/58	05/09/57		05/09/57		12/12/57	
Santa Barbara	02/18/1850	12/19/46	02/21/78		12/04/50		03/13/78	
Buellton	02/01/1992	03/01/94	02/01/92	06/09/94	02/20/92		02/20/92	
Carpinteria	09/28/1965	06/19/67	07/10/72		02/27/67		10/29/73	
Goleta	02/01/2002	11/27/06	09/16/02		09/03/02		09/03/02	

	Date Incorporated	Date Accredited	Date Emer. Ord.	Emer. Ord Amended	Date of Master Mutual Aid Res	MMA Res Amended	Date of DSW Resolution	DSW Res. Amended
Guadalupe	08/03/1946	06/15/51	02/05/51		12/18/50		05/14/51	
Lompoc	08/13/1888	05/01/51	11/16/71		12/19/50		04/03/51	
Santa Barbara	04/09/1850	06/24/47	05/20/75		12/07/50		01/16/47	
Santa Maria	09/20/1905	06/16/49	01/03/72		12/04/50		12/06/48	
Solvang	05/01/1985	07/30/86	10/10/85		09/26/85		09/26/85	
Santa Clara	02/18/1850	12/19/46	06/15/71		12/04/50		09/03/46	
Campbell	03/28/1952	12/11/52	11/08/71		09/15/52		11/08/71	
Cupertino	10/10/1955	01/27/58	01/18/71	09/18/95	05/20/57		05/20/57	
Gilroy	03/12/1870	05/01/51	09/02/75		03/05/51		03/05/51	
Los Altos	12/01/1952	09/06/55	04/25/67		03/15/55		03/15/55	
Los Altos Hills	01/27/1956	04/16/64	08/20/75	06/19/14	01/20/64		01/20/64	
Los Gatos	08/10/1887	06/16/49	01/18/71		12/18/50		11/13/50	
Millpitas	01/26/1954	03/15/55	08/07/90		09/21/54		10/19/54	
Monte Sereno	05/14/1957	01/14/65	04/21/64		07/07/64		07/07/64	
Morgan Hill	11/10/1906	05/01/51	11/21/84		12/06/50		04/05/51	
Mountain View	11/07/1902	06/16/49	11/28/88		12/06/50		06/04/47	
Palo Alto	04/23/1894	06/24/47	12/20/71		12/26/50		09/25/50	
San Jose	03/27/1850	06/24/47	04/27/76		12/04/50		01/06/47	
Santa Clara	07/05/1852	06/24/47	04/13/71		12/04/50		08/28/79	
Saratoga	10/22/1956	05/08/59	02/17/77		10/01/58		10/01/58	
Sunnyvale	12/24/1912	06/24/47	09/23/75		12/05/50		05/05/47	
Santa Cruz	02/18/1850	12/19/46	02/21/78		11/25/50		10/09/50	
Capitola	01/11/1949	07/07/50	03/12/51		01/08/51		06/05/50	
Santa Cruz	03/31/1866	12/19/46	02/13/51		11/06/50		07/15/46	
Scotts Valley	08/02/1966	08/14/69	03/13/69		03/13/69		03/13/69	
Watsonville	03/30/1868	09/12/50	03/22/72		12/12/50		09/12/50	
Shasta	02/18/1850	03/01/51	06/06/79		12/04/50		01/25/51	
Anderson	01/16/1956	02/01/57	12/04/56		12/04/56		12/04/56	
Redding	10/04/1887	11/20/50	11/03/58		12/18/50		09/05/50	
Shasta Lake	07/02/1993	09/29/03	06/17/03		06/17/03		06/17/03	
Sierra	04/16/1852	12/19/46	11/20/79		12/01/50		11/01/46	
Loyalton	09/21/1901	06/16/49	09/14/71		11/28/50		06/22/48	
Siskiyou	03/22/1852	03/01/51	03/13/73		04/03/51	01/29/57	12/14/54	
Dorris	12/23/1908	01/27/58	11/04/57		11/04/57		11/04/57	
Dunsmuir	08/07/1909	11/29/50	02/07/51		12/05/50		10/18/50	
Etna	03/13/1878	01/27/58	11/05/56		04/02/51	11/05/56	10/06/58	
Fort Jones	03/16/1872	09/16/74	08/05/74		12/05/50	08/05/74	08/05/74	
Montague	01/28/1909	04/30/57	02/07/57		11/01/56		11/01/56	
Mount Shasta	05/31/1905	01/23/52	01/19/51		12/04/50		01/12/51	
Tulelake	03/01/1937	05/01/51	05/04/59		05/04/59		05/04/59	
Weed	01/25/1961	04/25/66	11/18/65		03/05/64		03/05/64	
Yreka	04/21/1857	11/29/50	03/15/51		12/21/50		06/16/49	
Solano	02/18/1850	06/24/47	03/01/83		11/29/50		01/27/50	
Benicia	03/27/1850	06/16/49	02/06/73		12/05/50		11/03/48	
Dixon	03/30/1878	09/12/50	06/20/72		12/05/50		07/18/50	
Fairfield	12/12/1903	11/29/50	10/05/71		12/05/50		08/22/50	
Rio Vista	01/06/1894	11/29/50	12/05/74		12/07/50		09/07/50	

	Date Incorporated	Date Accredited	Date Emer. Ord	Emer. Ord Amended	Date of Master Mutual Aid Res	MMA Res Amended	Date of DSW Resolution	DSW Res. Amended
Suisun City	10/09/1868	11/29/50	08/05/75		12/05/50		10/31/50	
Vacaville	08/09/1892	11/29/50	07/23/74		12/05/50		09/05/50	
Vallejo	03/30/1868	06/24/47	09/11/73		12/04/50		12/11/50	
Sonoma	02/18/1850	12/19/46	03/04/74		11/27/50		10/22/46	
Cloverdale	02/28/1872	06/16/49	03/04/75		12/11/50	01/06/59	08/13/48	
Cotati	07/16/1963	01/14/65	04/19/73		12/17/64		12/17/64	
Healdsburg	02/20/1867	06/16/49	12/21/71		12/04/50		12/04/50	
Petaluma	04/12/1858	06/16/49	08/20/72		12/04/50		04/19/48	
Rohnert Park	08/27/1962	07/19/63	08/20/73		06/03/63		06/03/63	
Santa Rosa	03/16/1868	04/27/48	12/07/71		12/05/50		01/19/51	
Sebastopol	06/13/1902	11/29/50	11/05/73		01/02/51		07/05/50	
Sonoma	06/22/1900	09/12/50	09/25/72		12/06/50		08/02/50	
Windsor	07/01/1992	11/21/97	11/05/97		11/05/97		11/05/97	
Stanislaus	04/01/1854	12/19/46	12/21/79	04/08/08	12/11/50		12/13/46	
Ceres	02/26/1918	06/23/52	07/10/51		12/27/50		06/09/52	
Hughson	11/30/1972	06/06/74	03/21/73		03/21/73		03/21/73	
Modesto	08/06/1884	05/01/51	12/22/71		12/06/50		03/21/51	
Newman	06/10/1908	06/15/51	08/08/72		12/12/50		05/08/51	
Oakdale	11/24/1906	11/29/50	09/02/58		04/02/51		09/11/50	
Patterson	12/24/1919	05/01/51	10/03/72		11/28/50		04/06/51	
Riverbank	08/23/1922	05/01/51	08/28/72		04/09/51		04/09/51	
Turlock	02/15/1908	07/07/50	08/03/71		12/05/50		04/04/50	
Waterford	11/07/1969	03/22/73	04/03/72		03/02/70		02/05/73	
Sutter	02/18/1850	12/19/46	06/28/88		11/30/50		11/04/46	
Live Oak	01/22/1947	06/15/51	04/18/73		05/02/51		05/02/51	
Yuba City	01/23/1908	06/24/47	05/20/74		12/04/50		01/16/50	
Tehama	04/09/1856	12/19/46	07/30/85		12/24/56	05/24/66	08/07/50	
Corning	08/06/1907	11/29/50	07/12/71		12/05/50		10/03/50	
Red Bluff	03/31/1876	05/01/51	03/12/74		03/05/51		04/02/51	
Tehama	07/05/1906	05/08/59	05/01/74		02/05/58		02/05/58	
Trinity	02/18/1850	12/19/46	07/05/72		01/08/57		09/04/46	
Tulare	04/20/1852	09/12/50	07/17/90		10/31/50		07/11/50	
Dinuba	01/06/1906	06/16/49	06/11/70		11/09/50		11/26/48	
Exeter	03/02/1911	11/29/50	07/14/70		04/11/51		09/13/50	
Farmersville	10/05/1960	04/16/64	06/24/70		03/11/64		03/11/64	
Lindsay	03/05/1910	09/12/50	02/11/63		12/11/50		08/14/50	
Porterville	05/07/1902	06/24/47	11/05/70		12/05/50		05/06/47	
Tulare	04/12/1888	04/27/48	12/01/70		11/08/50		05/01/51	
Visalia	02/27/1874	06/16/49	01/02/62		11/06/50		10/03/50	
Woodlake	09/23/1941	11/29/50	06/08/70		11/27/50		09/19/50	
Tuolumne	02/18/1850	06/24/47	04/29/86		12/01/50		04/02/51	
Sonora	05/01/1851	06/15/51	06/07/71		12/04/50		05/07/51	
Ventura	03/22/1872	12/19/46	01/18/72		03/11/58		01/25/72	
Camarillo	10/22/1964	07/27/70	06/10/70		06/10/70		06/10/70	
Fillmore	07/10/1914	06/16/49	04/27/71		12/12/50	08/24/71	08/24/71	

	Date Incorporated	Date Accredited	Date Emer. Ord. Amended	Emer. Ord Amended	Date of Master Mutual Aid Res.	MMA Res Amended	Date of DSW Resolution	DSW Res. Amended
Moorpark	07/01/1983	08/16/89	03/01/89		03/01/89		03/01/89	
Ojai	08/05/1921	06/16/49	03/28/49		12/26/50		03/28/49	
Oxnard	06/30/1903	07/07/50	02/14/84		12/05/50		04/18/50	
Port Hueneme	03/24/1948	09/12/50	08/18/71		12/26/50	10/06/71	10/06/71	
San Buenaven	04/02/1866	06/24/47	12/13/71		02/05/51		02/05/51	
Santa Paula	04/22/1902	09/12/50	09/08/70		12/18/50	09/08/70	09/08/70	
Simi Valley	10/10/1969	03/13/74	07/30/84		06/28/71		08/23/71	
Thousand Oak	10/07/1964	03/30/72	03/09/71		02/16/71		03/02/71	
Yolo	02/18/1850	06/24/47	11/20/79		12/01/50		12/17/46	
Davis	03/28/1917	09/12/50	02/13/51		02/13/51		07/24/50	
West Sacrame	01/01/1987	08/16/89	04/05/89		08/09/89		08/02/89	
Winters	02/09/1898	11/29/50	08/20/74		12/05/50		07/06/48	
Woodland	03/24/1874	06/16/49	09/05/72		12/04/50		07/06/48	
Yuba	02/18/1850	12/19/46	05/25/71	07/21/92	03/05/51		10/07/46	
Marysville	02/05/1851	11/29/50	07/07/71		03/05/51		08/15/50	
Wheatland	04/12/1874	11/29/50	07/06/71		04/02/51		08/21/50	

Appendix E: Model City Emergency Ordinance

Disclaimer: This is merely intended to be a sample ordinance. Local jurisdictions must consult local legal counsel in drafting or amending their ordinances.

The (Name of City) governing body does ordain as follows:

Section 1 – PURPOSES

The declared purposes of this ordinance are to provide for the preparation and carrying out of plans for the protection of persons and property within this jurisdiction in the event of an emergency; the direction of the emergency organization; and the coordination of the emergency functions with all other public agencies, corporations, organizations, and affected private persons.

Section 2 – DEFINITION

As used in this ordinance, "emergency" shall mean the actual or threatened existence of conditions of disaster or of extreme peril to the safety of persons and property within this jurisdiction caused by such conditions as air pollution, fire, flood, storm, epidemic, riot, or earthquake, or other conditions, including conditions resulting from war or imminent threat of war, but other than conditions resulting from a labor controversy, which conditions are or are likely to be beyond the control of the services, personnel, equipment, and facilities, requiring the combined forces of other political subdivisions to combat.

Section 3 – DISASTER COUNCIL MEMBERSHIP

The (Name of City) Disaster Council is hereby created and shall consist of the following:

- A. The mayor, who shall be chair.
- B. The director of emergency services who shall be vice chair¹.
- C. The assistant director of emergency services².
- D. Such chiefs of emergency services as are provided for in a current emergency plan of this jurisdiction, adopted pursuant to this ordinance³.
- E. Such representatives of civic, business, labor, veterans, professional, or other organizations having an official emergency responsibility, as may be appointed by the director with the advice and consent of the governing body.

Section 4 – DISASTER COUNCIL POWERS AND DUTIES

It shall be the duty of the (Name of City) Disaster Council, and it is hereby empowered, to develop and recommend for adoption by this governing body, emergency and mutual aid plans and agreements and such ordinances and resolutions and rules and regulations as are necessary to implement such plans and agreements. The Disaster Council shall meet at least once per year, upon call of the chair or, upon call of the vice chair (in the absence of the chair).

Section 5 – DIRECTOR AND ASSISTANT DIRECTOR OF EMERGENCY SERVICES

- A. There is hereby created the office of director of emergency services. The (City Manager, Chief Administrative Officer, or Mayor), shall be the director of emergency services¹.
- B. There is hereby created the office of assistant director of emergency services, who shall be appointed by the director.

Section 6 – POWERS AND DUTIES OF THE DIRECTOR AND ASSISTANT DIRECTOR OF EMERGENCY SERVICES

- A. The director is hereby empowered to:
 - (1) Request the governing body to proclaim the existence or threatened existence of a "local emergency" if the governing body is in session, or to issue such proclamation if the governing body is not in session⁴. Whenever a local emergency is proclaimed by the director, the governing body shall take action to ratify the proclamation within seven (7) days thereafter or the proclamation shall have no further force or effect⁵.
 - (2) Request the Governor to proclaim a "state of emergency" when, in the opinion of the director, the circumstances are beyond the jurisdiction's capacity to adequately respond to or recover from the emergency. ⁶.
 - (3) Control and direct the effort of this emergency organization for the accomplishment purposes of this ordinance
 - (4) Direct cooperation between and coordination of services and staff of this emergency organization; and resolve questions of authority and responsibility that may arise between them.
 - (5) Represent this jurisdiction in all dealings with public or private agencies on matters pertaining to emergencies as defined herein.
 - (6) In the event of the proclamation of a "local emergency" as herein provided, the proclamation of a "state of emergency" by the Governor, or the existence of a "state of war emergency," the director is hereby empowered:
 - a) To make and issue rules and regulations on matters reasonably related to the protection of life and property as affected by such emergency; provided, however, such rules and regulations must be confirmed at the earliest practicable time by the governing body;
 - b) To obtain vital supplies, equipment, and such other properties found lacking and needed for the protection of life and property and to bind the jurisdiction for the fair value thereof and, if required immediately, to commandeer the same for public use;

- c) To require emergency services of any officer or employee and, in the event of the proclamation of a "state of emergency" in the county in which this city is located or the existence of a "state of war emergency," to command the aid of as many citizens of this community as deemed necessary in the execution of duties; such persons shall be entitled to all privileges, benefits, and immunities as are provided by state law for registered disaster services workers;
 - d) To requisition necessary personnel or material of the departments or agencies; and
 - e) To execute all ordinary power as **(City Manager, Chief Administrative Officer, or Mayor)**, all of the special powers conferred by this ordinance ~~or~~ by resolution or emergency plan pursuant hereto adopted by the governing body, all powers conferred by any statute, by any agreement approved by the governing body, and by any other lawful authority⁷.
- B. The director of emergency services shall designate the order of succession to that office, to take effect in the event the director is unavailable to attend meetings and otherwise perform duties during an emergency. Such order of succession shall be approved by the Governing body.
- C. The assistant director shall, under the supervision of the director and with the assistance of emergency service chiefs, develop emergency plans and manage the emergency programs of this jurisdiction; and shall have such other powers and duties as may be assigned by the director.

Section 7 – EMERGENCY ORGANIZATION

All officers and employees, together with those volunteer forces enrolled to aid them during an emergency, and all groups, organizations, and persons who may by agreement or operation of law, including persons impressed into service under the provisions of SEC. 6.A. (6) (c) of this ordinance, be charged with duties incident to the protection of life and property during such emergency, shall constitute the emergency organization of the city of **(Name of City)**

Section 8 – COMPLIANCE WITH THE CALIFORNIA EMERGENCY SERVICES ACT

The **(Name of City)** Disaster Council shall comply with the California Emergency Services Act.

Section 9 – EMERGENCY PLAN

The **(Name of City)** Disaster Council shall be responsible for the development of the Emergency Plan, which plan shall provide for the effective mobilization of all of the resources of this jurisdiction, both public and private, to meet any condition constituting a local emergency, state of emergency, or state of war emergency; and shall provide for the organization, powers and duties, services, and staff of the emergency organization. Such plan shall take effect upon adoption by resolution of the governing body.

Section 10 – EXPENDITURES

Any expenditure made in connection with emergency activities, including mutual aid activities, shall be deemed conclusively to be for the direct protection and benefit of the inhabitants and property of (Name of City) ⁹.

Section 11 – PUNISHMENT OF VIOLATIONS

It shall be a misdemeanor, punishable by a fine of not to exceed one thousand dollars (\$1,000), or by imprisonment for not to exceed six (6) months, or both, for any person, during an emergency, to:

- A. Willfully obstruct, hinder, or delay any member of the emergency organization in the enforcement of any lawful rule or regulation issued pursuant to this ordinance, or in the performance of any duty imposed upon him by virtue of this ordinance.
- B. Do any act forbidden by any lawful rule or regulation issued pursuant to this ordinance, if such act is of such a nature as to give or be likely to give assistance to the enemy or imperil the lives or property of inhabitants of this city, or to prevent, hinder, or delay the defense or protection thereof.
- C. Wear, carry, or display, without authority, any means of identification specified by the emergency agency of the State.

Section 12 – REPEAL OF CONFLICTING ORDINANCES¹⁰

Section 13 – EFFECTIVE DATE

This ordinance shall become effective thirty (30) days from and after its passage.

Section 14 – SEVERABILITY

If any provision of this ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications, and to this end the provisions of this ordinance are declared to be severable.

ENDNOTES

¹In city manager or chief administrative officer jurisdictions, that officer should be named director of emergency services; where there is no city manager or chief administrative officer, or in strong mayor jurisdictions, the mayor should be named director.

In the latter case, subsection B of this section should be deleted and the following subsections should be relettered since, under SEC. 5.A. *supra*, the mayor would be appointed director of emergency services.

²Where the mayor is the director of emergency services (see footnote 1) this subsection would read as follows: "The assistant director of emergency services, who shall be vice chair."

³See Sections 5 and 6, providing for the structure, duties, and functions of the emergency organization.

⁴See Emergency Proclamations – State Emergency Plan (April 2009).

⁵Note the provisions of Section 8630 of the California Emergency Services Act which require that the governing body review, at least every fourteen days until a local emergency is terminated, the need for continuing the local emergency, and further require that the governing body terminate the local emergency at the earliest possible date the conditions warrant.

⁶Section 8625 (b) of the California Emergency Services Act provides that such request is to be made, (1) in the case of a city, by the mayor or chief executive, (2) in the case of a county by the chairman of the board of supervisor's or the county administrative officer.

⁷General law cities see Section 38791 of the Government Code, regarding authority to provide for a chief executive with special powers during emergencies.

⁸The State of California has provided workers' compensation benefits for all registered volunteers of an accredited disaster council organization. Requirements for the accrediting of local disaster councils and for the manner in which volunteers must be registered in order to be protected by these workers' compensation benefits are contained in rules and regulations of the California Governor's Office of Emergency Services adopted pursuant to Section 8585.5 of the California Emergency Services Act.

⁹See Section 53021 of the Government Code.

¹⁰Under the provisions of Section 8668 (a) of the California Emergency Services Act, existing civil defense and disaster ordinances will remain in full force and effect until revised, amended, or revoked; therefore the existing ordinances should be expressly repealed by number. In subsequent revisions of a city emergency services ordinance,

the following proviso should be included in the repealing section in order to preserve existing rights and privileges:

"Provided, that it is the intent of the city council in enacting this ordinance that it shall be considered a revision and continuation of the ordinance repealed by this ordinance, and the status of volunteers shall not be affected by such repeal; nor shall plans and agreements, rules and regulations, or resolutions adopted pursuant to such repealed ordinance be affected by such repeal until amended, modified, or superseded as provided in this ordinance."

Appendix F: Model County Emergency Ordinance

Disclaimer: This is merely intended to be a sample ordinance. Local jurisdictions must consult local legal counsel in drafting or amending their ordinances.

The (Name of County) governing body does ordain as follows:

Section 1 – PURPOSES

The declared purposes of this ordinance are to provide for the preparation and carrying out of plans for the protection of persons and property within this jurisdiction in the event of an emergency; the direction of the emergency organization; and the coordination of the emergency functions with all other public agencies, corporations, organizations, and affected private persons.

Section 2 – DEFINITION

As used in this ordinance, “emergency” shall mean the actual or threatened existence of conditions of disaster or of extreme peril to the safety of persons and property within this jurisdiction caused by such conditions as air pollution, fire, flood, storm, epidemic, riot, or earthquake, or other conditions, including conditions resulting from war or imminent threat of war, but other than conditions resulting from a labor controversy, which conditions are or are likely to be beyond the control of the services, personnel, equipment, and facilities, requiring the combined forces of other political subdivisions to combat.

Section 3 – DISASTER COUNCIL MEMBERSHIP

The (Name of County) Disaster Council is hereby created and shall consist of the following:

- A. The Sheriff/Director of Emergency Services, Chief Administrative Officer or his or her designee who shall be chairman.
- B. The chairman of the board of supervisors or his or her designee who shall be vice-chairman.
- C. One representative from each of the cities, appointed by the city councils.
- D. Such chiefs of emergency services as are provided for in a current emergency plan of this jurisdiction, adopted pursuant to this ordinance³. Such as: One fire representative appointed by the Fire Chief’s Association and One law representative appointed by the chiefs of police.
- E. Such representatives of civic, business, labor, veterans, professional, or other organizations having an official emergency responsibility, as may be appointed by the director with the advice and consent of the governing body. Such as: One representative from the school district and One representative of each of the special districts.
- F. Such representatives of other organizations, either civic, business, labor, veterans, professionals or other organizations having an official group or organization having disaster responsibility. Director/agency heads of county departments having disaster responsibility or their designees.

G. The emergency services coordinator.

Section 4 – DISASTER COUNCIL POWERS AND DUTIES

It shall be the duty of the (Name of County) Disaster Council, and it is hereby empowered, to develop and recommend for a adoption by the Board of Supervisors, emergency and mutual aid plans and agreements and such ordinances and resolutions and rules and regulations as are necessary to implement such plans and agreements. The Disaster Council shall meet at least once per year, upon call of the chair or, upon call of the vice chair (in the absence of the chair).

Section 5 – DIRECTOR AND ASSISTANT DIRECTOR OF EMERGENCY SERVICES

- A. There is hereby created the office of director of emergency services. The sheriff/director of emergency services or his or her designee who shall be chairman, shall be the director of emergency services¹.
- B. There is hereby created the office of assistant director of emergency services, who shall be appointed by the director.

Section 6 – POWERS AND DUTIES OF THE DIRECTOR AND ASSISTANT DIRECTOR OF EMERGENCY SERVICES

- A. The director is hereby empowered to:
- (1) Request the governing body to proclaim the existence or threatened existence of a “local emergency” if the governing body is in session, or to issue such proclamation if the governing body is not in session⁴. Whenever a local emergency is proclaimed by the director, the governing body shall take action to ratify the proclamation within seven (7) days thereafter or the proclamation shall have no further force or effect⁵.
 - (2) Request the Governor to proclaim a “state of emergency” when, in the opinion of the director, the locally available resources are inadequate to cope with the emergency⁶.
 - (3) Control and direct the effort of this emergency organization for the accomplishment of the purposes of this ordinance.
 - (4) Direct cooperation between and coordination of services and staff of this emergency organization; and resolve questions of authority and responsibility that may arise between them.
 - (5) Represent this jurisdiction in all dealings with public or private agencies on matters pertaining to emergencies as defined herein.
 - (6) In the event of the proclamation of a “local emergency” as herein provided, the proclamation of a “state of emergency” by the Governor, or the existence of a “state of war emergency,” the director is hereby empowered:

- (a) To make and issue rules and regulations on matters reasonably related to the protection of life and property as affected by such emergency; provided, however, such rules and regulations must be confirmed at the earliest practicable time by the governing body;
 - (b) To obtain vital supplies, equipment, and such other properties found lacking and needed for the protection of life and property and to bind the jurisdiction for the fair value thereof and, if required immediately, to commandeer the same for public use;
 - (c) To require emergency services of any officer or employee and, in the event of the proclamation of a "state of emergency" in the county in which this city is located or the existence of a "state of war emergency," to command the aid of as many citizens of this community as deemed necessary in the execution of duties; such persons shall be entitled to all privileges, benefits, and immunities as are provided by state law for registered disaster services workers;
 - (d) To requisition necessary personnel or material of the departments or agencies; and
 - (e) To execute all ordinary power as (sheriff/director of emergency services or his or her designee who shall be chairman), all of the special powers conferred by this ordinance or by resolution or emergency plan pursuant hereto adopted by the governing body, all powers conferred by any statute, by any agreement approved by the governing body, and by any other lawful authority⁷.
- B. The director of emergency services shall designate the order of succession to that office, to take effect in the event the director is unavailable to attend meetings and otherwise perform duties during an emergency. Such order of succession shall be approved by the Governing body.
- C. The assistant director shall, under the supervision of the director and with the assistance of emergency service chiefs, develop emergency plans and manage the emergency programs of this jurisdiction; and shall have such other powers and duties as may be assigned by the director.

Section 7 – EMERGENCY ORGANIZATION

All officers and employees, together with those volunteer forces enrolled to aid them during an emergency, and all groups, organizations, and persons who may by agreement or operation of law, including persons impressed into service under the provisions of SEC. 6.A. (6) (c) of this ordinance, be charged with duties incident to the protection of life and property during such emergency, shall constitute the emergency organization of the county of (Name of County)⁸.

Section 8 – COMPLIANCE WITH THE CALIFORNIA EMERGENCY SERVICES ACT

The (Name of County) Disaster Council shall comply with the California Emergency Services Act.

Section 9 – EMERGENCY PLAN

The (Name of County) Disaster Council shall be responsible for the development of the Emergency Plan, which plan shall provide for the effective mobilization of all of the resources of this jurisdiction, both public and private, to meet any condition constituting a local emergency, state of emergency, or state of war emergency; and shall provide for the organization, powers and duties, services, and staff of the emergency organization. Such plan shall take effect upon adoption by resolution of the governing body.

Section 10 – EXPENDITURES

Any expenditure made in connection with emergency activities, including mutual aid activities, shall be deemed conclusively to be for the direct protection and benefit of the inhabitants and property of (Name of County)⁹.

Section 11 – PUNISHMENT OF VIOLATIONS

It shall be a misdemeanor, punishable by a fine of not to exceed one thousand dollars (\$1,000), or by imprisonment for not to exceed six (6) months, or both, for any person, during an emergency, to:

- A. Willfully obstruct, hinder, or delay any member of the emergency organization in the enforcement of any lawful rule or regulation issued pursuant to this ordinance, or in the performance of any duty imposed upon him by virtue of this ordinance.
- B. Do any act forbidden by any lawful rule or regulation issued pursuant to this ordinance, if such act is of such a nature as to give or be likely to give assistance to the enemy or imperil the lives or property of inhabitants of this city, or to prevent, hinder, or delay the defense or protection thereof.
- C. Wear, carry, or display, without authority, any means of identification specified by the emergency agency of the State.

Section 12 – REPEAL OF CONFLICTING ORDINANCES¹⁰

Section 13 – EFFECTIVE DATE

This ordinance shall become effective thirty (30) days from and after its passage.

Section 14 – SEVERABILITY

If any provision of this ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications, and to this end the provisions of this ordinance are declared to be severable.

ENDNOTES

¹In city manager or chief administrative officer jurisdictions, that officer should be named director of emergency services; where there is no city manager or chief administrative officer, or in strong mayor jurisdictions, the mayor should be named director.

In the latter case, subsection B of this section should be deleted and the following subsections should be relettered since, under SEC. 5.A. supra, the mayor would be appointed director of emergency services.

²Where the mayor is the director of emergency services (see footnote 1) this subsection would read as follows: "The assistant director of emergency services, who shall be vice chair."

³See Sections 5 and 6, providing for the structure, duties, and functions of the emergency organization.

⁴See Emergency Proclamations – State Emergency Plan (April 2009).

⁵Note the provisions of Section 8630 of the California Emergency Services Act which require that the governing body review, at least every fourteen days until a local emergency is terminated, the need for continuing the local emergency, and further require that the governing body terminate the local emergency at the earliest possible date the conditions warrant.

⁶Section 8625 (b) of the California Emergency Services Act provides that such request is to be made, (1) in the case of a city, by the mayor or chief executive, (2) in the case of a county by the chairman of the board of supervisor's or the county administrative officer.

⁷General law cities see Section 38791 of the Government Code, regarding authority to provide for a chief executive with special powers during emergencies.

⁸The State of California has provided workers' compensation benefits for all registered volunteers of an accredited disaster council organization. Requirements for the accrediting of local disaster councils and for the manner in which volunteers must be registered in order to be protected by these workers' compensation benefits are contained in rules and regulations of the California Governor's Office of Emergency Services adopted pursuant to Section 8585.5 of the California Emergency Services Act.

⁹See Section 53021 of the Government Code.

¹⁰Under the provisions of Section 8668 (a) of the California Emergency Services Act, existing civil defense and disaster ordinances will remain in full force and effect until revised, amended, or revoked; therefore the existing ordinances should be expressly repealed by number. In subsequent revisions of a city emergency services ordinance, the following proviso should be included in the repealing section in order to preserve existing rights and privileges:

"Provided, that it is the intent of the city council in enacting this ordinance that it shall be considered a revision and continuation of the ordinance repealed by this ordinance, and the status of volunteers shall not be affected by such repeal; nor shall plans and agreements, rules and regulations, or resolutions adopted pursuant to such repealed ordinance be affected by such repeal until amended, modified, or superseded as provided in this ordinance."

Appendix G: Model DSW Volunteer Resolution

RESOLUTION NO. _____

**RESOLUTION BY THE GOVERNING BODY OF THE
(Name of CITY or COUNTY)
RELATIVE TO WORKERS' COMPENSATION BENEFITS FOR
REGISTERED DISASTER SERVICE WORKER VOLUNTEERS**

WHEREAS, Section 8585.5 of the Government Code provides:

The California Governor's Office of Emergency Services (Cal OES) shall establish by rule and regulation various classes of disaster service worker volunteers and the scope of the duties of each class. Cal OES shall also adopt rules and regulations prescribing the manner in which disaster service worker-(DSW) volunteers of each class are to be registered. All of the rules and regulations shall be designed to facilitate the payment of workers' compensation; and

WHEREAS, Cal OES adopted rules and regulations establishing classes of DSW volunteers, the scope of duties of each class, and the manner of registration; and

WHEREAS, Section 8612 of the Government Code provides:

Any disaster council which both agrees to follow the rules and regulations established by Cal OES pursuant to the provisions of Section 8585.5 and substantially complies with those rules and regulations shall be certified by the office. Upon that certification, and not before, the disaster council becomes an accredited disaster council; and

WHEREAS, the (Name of City or County) has registered and will hereafter register DSW volunteers; and

WHEREAS, the (Name of City or County) desires to become an "accredited disaster council" organization in order that injured DSW volunteers registered with it may benefit by the provisions of Chapter 10 of Division 4 of Part 1 of the Labor Code;

NOW, THEREFORE, the **Council** of (Name of City or County) hereby agrees to follow the rules and regulations established by Cal OES pursuant to the provisions of Government Code Section 8585.5.

The Clerk/Recorder is hereby instructed to send a certified copy hereof to Cal OES.

EFFECTIVE: _____, _____
(Date) City Manager/Mayor/Chair of Board

ATTEST:

Clerk/Recorder

Mail a certified copy to: California Governor's Office of Emergency Services
Preparedness Branch
3650 Schriever Avenue
Mather, CA 95655

Appendix H: Acronyms

ACS	Auxiliary Communications System (includes RACES)
ADC	Accredited Disaster Council
ARC	American Red Cross
CAL OES (State)	California Governor's Office of Emergency Services
CAP	Civil Air Patrol
CARDA	California Rescue Dog Association
CBO	Community Based Organization
CCR	California Code of Regulations
CERT	Community Emergency Response Team
DART	Diving Accident Recovery Team
DC	Disaster Council
DHV	Disaster Healthcare Volunteer
DSW	Disaster Service Worker
DSWVP	Disaster Service Worker Volunteer Program
EOC	Emergency Operations Center
ESA	Emergency Services Act
FEMA	Federal Emergency Management Agency
ICS	Incident Command System
MRC	Medical Reserve Corps
NGO	Non Governmental Organization
NVOAD	National Voluntary Organizations Active in Disasters
OA	Operational Area
OEM	Office of Emergency Management – often synonymous with OES
OES (Local)	County or City Office of Emergency Services
RACES	Radio Amateur Communications Emergency System – part of ACS
REOC	Regional Emergency Operations Center
RTW Coordinator	Return to Work Coordinator
SAR	Search and Rescue
SAP	Safety Assessment Program
STATE FUND	State Compensation Insurance Fund
SEMS	Standardized Emergency Management System
SOC	State Operations Center
SUV	Spontaneous Unaffiliated Volunteer
TCOMM	Telecommunications
USAR	Urban Search and Rescue
VIP	Volunteers in Police Service
WOOF	Wilderness Organization of Finders

Appendix I: Frequently Asked Questions

OATH	
1	<p>How can the loyalty oath be administered?</p> <p>Oath administration may be fulfilled in one of two methods at the discretion of the ADC. The two methods are self-certification and officer administered.</p> <p>Self-Certification: volunteer reads oath and self-certifies by signing oath, under penalty of perjury, consistent with Civil Code §2015.5.</p> <p>Officer Administered: volunteer takes and subscribes to oath before an officer with oath administration authority.</p>
2	<p>Who can administer the loyalty oath?</p> <p>An officer authorized to administer oaths, such as elected officials, city/county clerks, or notary publics. Also, Department heads of State Agencies, including Cal OES Director and to any officer of OES to whom the Director delegates this authority. County/city ordinances and local rules may also dictate who has delegation authority. Consult local legal counsel regarding your jurisdiction's specific laws and ordinances.</p>
3	<p>Do you need to be a US citizen to take the oath?</p> <p>A non United States citizen may take the loyalty oath; however, the person may need to research whether subscribing to the loyalty oath has any impact on his/her own country's allegiance.</p>
4	<p>Who in the Accredited Disaster Council (ADC) may administer oath or delegate its authority? What is the procedure and documentation?</p> <p>An ADC member does not inherently have authority to administer the oath by virtue of being a member. Any ADC member may have the authority as stated in law. (Gov. Code, §3104.) Procedure varies according to the ADC. Documentation must be in writing. Consult local legal counsel regarding your jurisdiction's specific laws and ordinances.</p>
5	<p>Can a volunteer be delegated oath authority?</p> <p>Delegating the authority to administer the oath may be permitted. Consult local legal counsel regarding your jurisdiction's specific laws and ordinances.</p>
6	<p>Must volunteer be in presence of the officer giving the oath?</p> <p>Yes, if the ADC elects the Officer Administered method of oath administration.</p>
7	<p>Can the oath be administered remotely via online, telephone, or video?</p> <p>Yes if the ADC allow. Also, digital signatures are accepted if the ADC allows.</p>
8	<p>Who subscribes to the loyalty oath if minors are registered?</p> <p>If the ADC or its designee decides to register minors, the minor must subscribe to the loyalty oath, not the parent or legal guardian. (Gov. Code, §3102(a).)</p>
9	<p>What is the effective period of an oath subscription for the DSW volunteer?</p> <p>The oath subscription is effective for the period the DSW volunteer remains a member with the authorized registering entity. (Gov. Code, §3102.)</p>

10	Can the oath be retained electronically rather than in hardcopy?	The oath may be retained electronically provided a signed statement by the person (who scanned the DSW records) is on file to substantiate original records were reproduced.
11	When can the oath be destroyed?	The oath can be destroyed five years after the DSW volunteer's service has been terminated. (Gov. Code, §3105(e).)
REGISTRATION		
1	Can non-US citizens be registered as DSW volunteers?	An individual does not have to be a United States citizen to become a DSW volunteer; however, one of the registration requirements is to take and subscribe to the loyalty oath. It is recommended the non-citizen considers whether subscribing to another country's oath has any impact on their own country's allegiance.
2	Is a volunteer considered registered after he/she subscribes to the loyalty oath?	Oath subscription is only one of the requirements to comply with a valid registration. To be properly registered as a DSW volunteer, the ADC or authorized registering agency must have the name and address of the registrant, date of enrollment, name of registering entity with signature and title of authorized person, classification, and oath subscription. (Cal. Code Regs., tit. 19, §2573.1.)
3	Can minors be registered as DSW volunteers?	Minors may be registered as DSW volunteers. If the ADC decides to register minors, the minor must subscribe to the oath and his/her parent or legal guardian must provide written consent for the minor's participation in disaster service duties.
4	Does minor's parent or legal guardian take the oath?	No. Only the DSW volunteer is required to take and subscribe to the oath. (Gov. Code, §3102(a).)
5	Can one registration form be used to register a group of people for a training activity?	A group registration is allowed provided the form created for this purpose includes all regulatory information as well as incorporation of the loyalty oath. Each volunteer must provide an original signature for the oath subscription along with a section dedicated for the authorized oath official's signature and title. (Cal. Code Regs., tit. 19, §2573.1.)
6	If a person is volunteering in County A as a SAR member and also volunteering in County B as a CERT member, does the person need to register with both Counties?	Yes, since County A and County B have different jurisdictional responsibilities and authority for the DSW volunteer performing disaster service duties at the direction and supervision of each respective County.
7	Are background checks required as part of the DSW registration process?	It is not a requirement. However, the ADC or its designee may implement the requirement and conduct a background check of its members.

SUPERVISION	
1	Is supervision required? Supervision of DSW volunteers is required for all authorized disaster service activities, including training.
2	Who can supervise DSW activities? The ADC or its designee determines who acts in a supervisory capacity. Both paid staff and volunteers may serve in this role.
3	How is supervision performed? Supervision may be performed onsite or offsite as determined by the ADC or its designee.
4	What training and experience should the person have to be a supervisor? The criteria for who is selected to supervise a DSW activity is determined by the ADC or its designee. Considerations may include: prior supervisory experience, related training, education, or worker's compensation knowledge.
CLASSIFICATION	
1	What classification is selected if volunteer used in role of disaster survivor during an exercise? Enter the same classification as the one being trained/exercised (e.g. <i>CERT Exercise</i> , <i>CERT classification</i>).
2	If DSW duties overlap, what classification should be used? More than one classification may be entered on a single registration to capture the disaster service duties the DSW volunteer will perform (e.g. <i>CERT and Communications</i>).
3	If a volunteer is used in more than one classification, is a separate registration required for each one? Only one registration is required. Multiple classifications may be entered on a single registration if the volunteer is being trained and utilized for different disaster service duties (e.g. <i>EOC and Animal Rescue and Shelter</i>).
MUTUAL AID	
1	Are DSW volunteers covered under the Program if they are used in mutual aid deployments? DSW volunteers are eligible for Program benefits when officially activated to perform disaster service duties in support of a mutual aid deployment. A valid DSW registration and compliance with all Program regulations are required.
2	What agency is responsible for submitting the claim for an injured DSW volunteer? Both the requesting and sending agencies are responsible for an injured DSW volunteer's claim submission. Both agencies coordinate efforts to meet worker's compensation time lines.

TRAINING

1	What training, course work, classes, and/or qualifications are required for DSW volunteers?	<p>The training, curriculum, licensing, and credentialing requirements are determined by the ADC or authorized registering authority. Each classification has a different scope of duties, which dictates a certain skill set, proficiency, and or licensing for volunteers to succeed at performing their disaster service duties.</p> <p>Minimum recommendations are basic first aid, Incident Command System, Standardized Emergency Management System, National Incident Management System, other related emergency management training.</p>
2	Are 'victim' or 'survivor' volunteers for an exercise covered under the DSW Program?	Yes, provided the volunteer is registered as a DSW volunteer and adheres to all Program requirements.
3	Can one registration form be used for registering a group of volunteers for an exercise?	Yes, provided the group form includes all required registration fields including a section for the loyalty oath subscription for each volunteer's signature. (Cal. Code Regs., tit. 19, §2573.1.)
4	Can preparedness and planned events be approved as training?	<p>Preparedness and planned events are not considered eligible training activities under the Program.</p> <p>Exception: A planned event which provides a unique opportunity to train in an environment which cannot be duplicated in the classroom or the field may be eligible.</p> <p>Example: A parade, in which different emergency response disciplines are present, provides an environment to practice highly technical skills and use specialized communication equipment to test interoperability capabilities.</p>
5	Does the DSW Program pay for training related expenses?	The DSW Program does not provide any funding for training expenses. The funding is authorized to pay worker's compensation benefits, i.e. disability benefits, death benefits, survivor benefits, reimbursement of eligible medical expenses, and other related benefits on behalf of injured DSW volunteers and eligible dependents.

ACCREDITED DISASTER COUNCIL (ADC)	
1	<p>How is DSW training pre-approved if the ADC is not meeting?</p> <p>The ADC's bylaws, local ordinances, or other document may address this topic and identify a Council member who has the authority to pre-approve DSW trainings in the absence of a meeting. The method and procedure will vary by jurisdiction.</p>
2	<p>Can any ADC member delegate DSW Program administration to another government entity?</p> <p>It depends on the ADC and its business operations as to who is identified and authorized to execute this action, which may be addressed in local ordinances, by-laws, charters, or other similar authority. The procedures for delegation will vary by jurisdiction.</p>
3	<p>Who has oath administration authority in the ADC?</p> <p>ADC members do not automatically have oath authority by virtue of being a member. State and local laws dictate who has oath administration authority. Consult with local counsel regarding your jurisdiction's specific laws and ordinances.</p>
FILING AND RECORDKEEPING	
1	<p>Who should file the DSW records?</p> <p>The DSW registration with oath subscription must be filed according to legal requirements and the government entity that registered DSW volunteers. (Cal. Code Regs., tit. 19 §2573.2.) The authorized registering entity is also responsible for designating a person with this duty.</p>
2	<p>Can County OES retain DSW records on behalf of the County Clerk?</p> <p>County OES may be designated in writing by the County Clerk as the repository for the records, which facilitates access to these required documents when a claim is filed. It would be prudent for the County Clerk to also retain copies.</p>
3	<p>How often should DSW records be updated?</p> <p>The timeline for updating records is at the discretion of the ADC or the authorized registering agency. No mandated schedule exists; however, records should be updated to reflect current contact information and other changes, which may affect timely claim's processing.</p>
BACKGROUND CHECKS	
1	<p>Are background checks required in order to become a DSW volunteer?</p> <p>The DSW Program does not require background checks; however, the ADC or its authorized registering agency may require one for their volunteers or for a given DSW classification. (Cal. Code Regs., tit. 19, §2572.1.)</p>
2	<p>Who pays for the background checks?</p> <p>The DSW Program does not provide reimbursement for background checks. The ADC or the registering agency may have funding allocated for this purpose.</p>

MISCELLANEOUS

1	Can community colleges register students as DSW volunteers to assist in campus disasters?	A community college security or law enforcement unit, such as campus police or emergency management department, may request DSW Program administration from its local city or county ADC to register students as DSW volunteers.
2	Can tribal members be registered as DSW volunteers?	Tribal members may become registered DSW volunteers by a local ADC or its authorized designee. In taking such action, the individuals agree to follow the ADC's rules/authority and the DSW Program Regulations.
3	Who has authority to impress a person into service and under what conditions may this be executed?	<p>Unregistered persons may be impressed into service during a state of war emergency, a state of emergency, or a local emergency by a person having authority to command the aid of citizens in the execution of his or her duties. (Cal. Code Regs., tit. 19, §2570.2(a)(2); Lab. Code, §3211.92(b).)</p> <p>Persons authorized to command emergency aid must be granted such authority by statute or ordinance or must have emergency duties from which such authority may reasonably be implied. Consult with local counsel regarding your jurisdiction's specific laws and ordinances.</p>



* CALIFORNIA CONSTITUTION - CONS

ARTICLE XX MISCELLANEOUS SUBJECTS [SEC. 1 - SEC. 23] (Article 20 adopted 1879.)

SEC. 3. Members of the Legislature, and all public officers and employees, executive, legislative, and judicial, except such inferior officers and employees as may be by law exempted, shall, before they enter upon the duties of their respective offices, take and subscribe the following oath or affirmation:

"I, _____, do solemnly swear (or affirm) that I will support and defend the Constitution of the United States and the Constitution of the State of California against all enemies, foreign and domestic; that I will bear true faith and allegiance to the Constitution of the United States and the Constitution of the State of California; that I take this obligation freely, without any mental reservation or purpose of evasion; and that I will well and faithfully discharge the duties upon which I am about to enter.

"And I do further swear (or affirm) that I do not advocate, nor am I a member of any party or organization, political or otherwise, that now advocates the overthrow of the Government of the United States or of the State of California by force or violence or other unlawful means; that within the five years immediately preceding the taking of this oath (or affirmation) I have not been a member of any party or organization, political or otherwise, that advocated the overthrow of the Government of the United States or of the State of California by force or violence or other unlawful means except as follows:

_____ (If no affiliations, write in the words "No Exceptions") _____

and that during such time as I hold the office of _____ (name of office) _____

I will not advocate nor become a member of any party or organization, political or otherwise, that advocates the overthrow of the Government of the United States or of the State of California by force or violence or other unlawful means."

And no other oath, declaration, or test, shall be required as a qualification for any public office or employment.

"Public officer and employee" includes every officer and employee of the State, including the University of California, every county, city, city and county, district, and authority, including any department, division, bureau, board, commission, agency, or instrumentality of any of the foregoing.

(Sec. 3 amended Nov. 4, 1952, by Prop. 6. Res.Ch. 69, 1951.)



ITEM: Approve Informational Memo Concerning Board Policy, Sections 1000 and 4000 Series

PRESENTED BY: Michiko Mares, General Manager

TYPE of ITEM: INFORMATIONAL

TYPE of ACTION: General Vote – Consent Calendar

Recommendation

Staff recommend the Board approve the informational memo concerning the Board Policy.

Discussion

At the November 13, 2025 Board meeting, the Board approved Resolutions 13 and 14 Board Policies for the Sections 1000 and 4000 Series, respectively with amendments. The approved Board Policies are attached electronically for ease of reference.

Alternatives

Not Applicable

Fiscal Analysis

Not Applicable

Environmental Requirements

Not Applicable

Exhibits/Attachments

Attachment 1 – Table of Contents

Attachment 2 – Section 1000 Series – General Board Policies

Attachment 3 – Section 2000 Series – Board of Director Policies

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DATE ADOPTED: November 13, 2025
DATE REVISED: N/A



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Policy 1030	Code of Ethics
Policy 1035	Conflict of Interest
Policy 1040	Correspondence to the Board
Policy 1045	Legal Counsel and Auditor
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Policy 1052	Performance Evaluation of General Manager
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Section 4000 BOARD

Section 4100 Board of Directors

- Policy 4100 Attendance at Meetings
- Policy 4105 Committees of the Board of Directors
- Policy 4110 Duties of Board President
- Policy 4115 Ethics Training
- Policy 4120 Members of the Board of Directors
- Policy 4125 Training, Education and Conferences

Section 4200 Board Meetings

- Policy 4200 Board Actions and Decisions
- Policy 4205 Board Meeting Agenda
- Policy 4210 Board Meeting Conduct
- Policy 4215 Brown Act Compliance – Open Meeting Requirements
- Policy 4220 Minutes of Board Meetings
- Policy 4225 Review of Administrative Decisions
- Policy 4230 Rules of Order for Conduct of Board and Committee Meetings
- Policy 4235 Types of Board Meetings
- Policy 4240 Board Member Teleconferencing

SECTION: 1000 – GENERAL POLICIES
POLICY TITLE: Adoption and Amendment of Policies
POLICY NUMBER: 1000
DATE ADOPTED: November 13, 2025
DATE REVISED: N/A



1000.1 Purpose:

This policy sets forth rules to adopt a new policy or to amend an existing policy.

1000.2 Initiation of Policy

Consideration by the Board of Directors to adopt a new policy or to amend an existing policy may be initiated by any Director or the General Manager. The proposed adoption or amendment shall be initiated by a Director or the General Manager by submitting a written draft of the proposed new or amended policy to the Board President and the General Manager, which may be submitted in person or by any communication method approved by the District, and requesting that the item be included for consideration on the agenda of the next appropriate regular meeting of the Board of Directors. Any member of the Board may place an item on a future agenda by making a formal request to the General Manager at a meeting of the Board. The General Manager will place Board items on a future Board agenda when reasonable, based on the staff time and research necessary to prepare the item for Board consideration.

1000.3 Adoption of Policy

Adoption of a new policy or amendment of an existing policy shall be accomplished at a regular meeting of the Board of Directors in accordance with the District's state statutes regarding the constitution of a majority vote.

1000.4 Policy Review

Copies of the proposed new or amended policy shall be included in the agenda-information packet for any meeting in which they are scheduled for consideration (listed on the agenda). A copy of the proposed new or amended policy(ies) shall be made available to each Director for review at least 72 hours, per the Brown Act, prior to any meeting at which the policy(ies) are to be considered.

SECTION: 1000 – GENERAL POLICIES
POLICY TITLE: Association Memberships
POLICY NUMBER: 1005
DATE ADOPTED: November 13, 2025
DATE REVISED: N/A



1005.1 Purpose

This policy sets forth the rules for membership in associations and establishes who may represent the District.

1005.2 Appropriate Memberships

To take advantage of in-service training opportunities, the District may hold membership in industry related associations. Board Members and staff may attend meetings of national, state, and local associations directly related to the purposes and operations of the District. Decisions to continue, discontinue, or add new memberships shall occur through the annual budget process.

1005.3 Appointment of Representatives

The President shall appoint Board Members as representatives and alternates, as appropriate, to serve as contacts between the District, stakeholder groups, associations and others. The representatives and alternates shall report to the Board in a timely manner on their activities involving these associations. In some cases, members may be allowed certain expenses for travel and membership in such associations. This shall be determined and approved by the Board.

1005.4 General Manager Memberships

The President may designate the General Manager as the appropriate representative or alternate in connection with memberships in any association. The General Manager may designate those associations or industry specific organizations with which their association is necessary or desired.

SECTION: 1000 - GENERAL POLICIES
POLICY TITLE: Basis of Authority
POLICY NUMBER: 1010
DATE ADOPTED: November 13, 2025
DATE REVISED: N/A



1010.1 Purpose

This policy sets forth the rules for the basis of authority for the Board of Directors.

1010.2 Legislative Body and Unit of Authority

The Board of Directors is the legislative body and unit of authority within the District. Power is centralized in the elected Board collectively and not in an individual Director. Apart from their normal function as a part of this unit, Directors have no individual authority. As individuals, Directors may not commit the District to any policy, act, or expenditure.

1010.3 Division of Duties

Directors do not represent any fractional segment of the community but are, rather, a part of the body that represents and acts for the community as a whole. Routine matters concerning the operational aspects of the District are delegated to District staff members.

SECTION: 1000 - GENERAL POLICIES
POLICY TITLE: Secretary of the Board
POLICY NUMBER: 1015
DATE ADOPTED: November 13, 2025
DATE REVISED: N/A



1015.1 Purpose:

This policy sets forth the rules for the Secretary of the Board.

1015.2 Duties of the Secretary

The Secretary of the Board shall have the following duties:

- a. Certify or attest to actions taken by the Board when required;
- b. Sign the minutes of the Board meeting following their approval;
- c. Sign the documents as directed by the Board on behalf of the Authority, and sign all other items which require the signature of the Secretary;
- d. Perform any other duties assigned by the Board and the General Manager; and
- e. Perform any other duties required under law.

1015.3 Responsibilities of the Secretary

The responsibilities of the Secretary, with assistance of the General Manager, are:

- a. Respond to routine correspondence;
- b. Prepare for Board meetings, including preparing the agenda with the advice of the General Manager and providing public notice of Board meetings in accordance with state law;
- c. Attend all Board meetings and ensure minutes of the Board of Directors meetings are recorded. These recordings are for use by the Secretary only for the purpose of preparing minutes for adoption at the next regularly scheduled meeting of the Board. Upon adoption of these minutes the recording media will be reused;
- d. Ensure accurate minutes of each Board meeting are prepared and maintained;
- e. Maintain Board records and other documents and reports as required by law; and
- f. Disseminate correspondence to Board officers addressed to them.

SECTION: 1000 - GENERAL POLICIES
POLICY TITLE: Board and Staff Communications
POLICY NUMBER: 1020
DATE ADOPTED: November 13, 2025
DATE REVISED: N/A



1020.1 Objectives

Effective governance of the District relies on the cooperative efforts of the agency's elected Board, who set policy and priorities, and the District's staff members, who analyze problems and issues, to make appropriate recommendations, and implement and administer Board policies. The General Manager is the point of contact for Board members with any questions or concerns. It is the responsibility of District staff to ensure Board members have access to information and to ensure such information is communicated completely and with candor to those making the request. Board members should avoid intrusion into those areas that are the responsibility of District staff. Individual Board members must avoid intervening in staff decision-making, the development of staff recommendations, scheduling of work, and executing department priorities. This is necessary to protect District staff from undue influence and pressure from individual Board members and to allow staff to execute priorities given by management and the Board without fear of reprisal.

1020.2 Role of the Board

As the legislative body for the agency, the Board is responsible for hiring and supervising the General Manager, approving the District's budget, setting policy goals and objectives, and adopting strategic plans. The primary functions of the District staff members are to execute Board policy and other Board actions and to keep the Board well informed.

Individual members of the Board should not make attempts to pressure or influence staff decisions, recommendations, workloads, schedules, and department priorities, without the prior knowledge and approval of the Board as a whole. If a Board member wishes to influence the actions, decisions, recommendations, workloads, work schedule, and priorities of staff, that member must prevail upon the Board to do so as a matter of Board policy.

Board members also have a responsibility of information flow. It is critical that they make extensive use of staff and agency reports and Board meeting minutes. Board members should come to meetings prepared; having read the agenda packet materials and supporting documents, as well as any additional information or memoranda provided on agency projects or evolving issues. Additional information may be requested from staff, if necessary.

SECTION: 1000 - GENERAL POLICIES
POLICY TITLE: Board and Staff Communications
POLICY NUMBER: 1020
DATE ADOPTED: November 13, 2025
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Individual Board members, as well as the Board as a whole, are permitted complete freedom of access to any information requested of staff and shall receive the full cooperation and candor of staff in being provided with any requested information. The General Manager or Legal Counsel will pass critical information to all Board members.

There are limited restrictions when information cannot be provided. Draft documents (e.g. staff reports in progress, etc.) are under review and not available for release until complete and after review by District staff. In addition, there are legal restrictions on the District's ability to release certain personnel information even to members of the Board. Any concerns Board members may have regarding the release of information or the refusal of staff to release information, should be discussed with Legal Counsel for clarifications.

1020.3 Conduct

There shall always be mutual respect from both staff and Board members of their respective roles and responsibilities.

1020.4 Purpose

The purpose of the sub-sections listed below is to facilitate Board/staff communications consistent with these principles.

1020.5 Requests for Information

All requests for information or questions by Board members to staff outside of a Board or Committee meeting, shall be directed to the General Manager, Legal Counsel, or the Secretary of the Board as appropriate and shall include the desired time and date for receiving the information. Staff will confirm the date they can provide the information. So that all Board members are equally informed, all written informational material requested by any Director shall be submitted by staff to all Board members with the notation indicating which Board member requested the information. If a Board member requests information from any other member of the staff, staff may either direct the matter to the General Manager or may ask the Board member to contact the General Manager directly.

SECTION: 1000 - GENERAL POLICIES
POLICY TITLE: Board and Staff Communications
POLICY NUMBER: 1020
DATE ADOPTED: November 13, 2025
DATE REVISED: N/A



1020.6 Communication to Staff

Individual Directors cannot directly assign work to staff members. Board initiated projects will follow organizational channels, through the General Manager. As no formal procedure will answer all cases, the following should be considered as a guide and used with restraint and judgment:

- a. Directors should clear all short-term requests of Staff with the General Manager prior to contacting individual members of the staff and, in most cases, the General Manager should direct and handle the request for the Director.
- b. For long-term, involved studies or where the matter includes confidential material, the General Manager should be contacted and the subject matter discussed with the full Board at a Board meeting prior to staff working on the assignments.
- c. If staff is a participant or representative of a Committee or Work Group of the Board, the Board may contact the staff member directly to request or provide information or confer regarding matters of the Committee or Work Group.

Staff will respect the right of Directors to refuse to provide information or answers to staff and recognize that Directors may be bound by other rules of law or procedure that do not permit the Director to speak about the subject matter presented.

For purposes for the policy, “Staff” includes retained consultants working under the direction of the General Manager.

1020.7 Respectful Communication

At Board meetings and other public meetings, respectful communication is expected. Staff are encouraged to give their professional recommendations, and the Board should recognize that staff may make recommendations that could be viewed as unpopular with the public and with individual Board members. Board members may request clarification and ask questions of staff at public meetings, and Directors are encouraged to participate in healthy discussions amongst each other regarding items under discussion on the Agenda.

Directors should refrain from debate with staff at Board meetings about staff recommendations or other items being discussed. Staff must recognize that the Board, as the decision maker, is free to reject or modify a staff recommendation and that the Board’s wishes will be implemented by staff even if it is contrary to a staff recommendation.

SECTION: 1000 - GENERAL POLICIES
POLICY TITLE: Board and Staff Communications
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DATE ADOPTED: November 13, 2025
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1020.8 Director Influence

Directors shall not attempt to coerce or influence staff, included in the making of recommendations, the awarding of contracts, the selection of consultants, the processing of any projects or applications, or the granting of permits. Directors shall not attempt to change or interfere with the operating policies and practices of any district department through interaction with staff. Individual Directors may discuss these items with the General Manager to get clarification or raise concerns.

1020.9 Director Complaints

Board members should not make public comments critical of the performance of a District staff member. Any concerns by a Director over the behavior or work of a district employee during a Board meeting should be directed to the General Manager privately to ensure the concern is resolved. All complaints about employees from Directors should be submitted privately to the General Manager or, if a complaint concerns the General Manager, to Legal Counsel.

1020.10 Retaliation

If a Director violates any of the policies regarding communications as stated in this policy, any member of staff has the right to request that the Director speak directly with the General Manager about the subject matter presented without any fear of reprisal.

SECTION: 1000 - GENERAL POLICIES
POLICY TITLE: Claims Against the District
POLICY NUMBER: 1025
DATE ADOPTED: November 13, 2025
DATE REVISED: N/A



1025.1 Purpose

The purpose of this policy is to provide direction to District staff for processing and resolving (if possible) account adjustment requests and property damage claims against the District. Inherent in this policy is the recognition that every adjustment request or claim will be unique, and that guidelines cannot be written to accommodate every case; therefore, staff must use discretion and good sense in handling each claim.

1025.2 Property (Land and Improvements) Damage Claims

During the District's operations, damage to land and improvements thereon occasionally occurs due to the proximity of the District's facilities to private property. When District employees are aware that property has been damaged in the course of their work, restorative measures are to be taken to return the property as close to its original condition as possible.

When a property owner informs a District employee of damage to their property (by telephone or in person), the employee receiving the claim will document in writing the time and date and a description of the stated circumstances and allegations. Employees should respond to questions, be cordial and respectful, but refrain from commenting on liability questions.

As soon as possible after information about the damage has been received, it shall be given to the appropriate staff. The General Manager, or their designee, shall investigate the property owner's allegations.

If the owner of damaged property informs a member of the Board, the information will be given to the General Manager. Directors should not independently investigate claims or make any representations to the property owner.

Investigations shall be done in a timely fashion and documented with a written report, including photographs and/or interviews, when appropriate. A copy of the report shall be submitted to the General Manager.

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POLICY TITLE: Claims Against the District
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If the investigating staff person is convinced that the damage was caused by District personnel, equipment, or infrastructure, they shall prepare a work order to have the damage repaired, subject to the following conditions:

- a. General Manager approves the work order;
- b. Property owner agrees that the proposed repairs are appropriate and adequate;
- c. Property owner agrees to allow District personnel access to their property to perform the repair work;
- d. District personnel have the necessary tools, equipment, and expertise to perform the necessary work;
- e. Repair work can be accomplished within a reasonable amount of time; and
- f. Cost of material for the repairs will not exceed five hundred dollars (\$500).

If the cost of material for repairs is stated by claimant or estimated by staff to exceed five hundred dollars (\$500), the owner will be asked to submit their claim in writing on a District claim form.

The General Manager shall review the damage claim and the proposed repair work within a reasonable amount of time. If they determine the damage is the District's responsibility and that the proposed repair work is appropriate, they may authorize the work if the cost of material for the repairs will not exceed three thousand dollars (\$3,000). Any claim over \$3,000 will be submitted to the Board of Directors for its consideration. The Board will consider the claim during a closed session. Action to accept or reject the claim may be taken in open or closed session. The claimant shall be notified of the Board's action regarding their claim. Notification that a claim has been rejected shall be accompanied by proof of service.

The Board will not consider a claim of an amount in excess of the insurance deductible, including the cost of investigation, without prior written approval of the District's insurance company. Claims in excess of the District's insurance deductible shall be forwarded to the insurance company, and the claimant shall be advised of this action. Claims for personal injury/wrongful death shall not be investigated by District staff or directors but shall be immediately forwarded to the District's insurance company.

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POLICY TITLE: Claims Against the District
POLICY NUMBER: 1025
DATE ADOPTED: November 13, 2025
DATE REVISED: N/A



1025.3 Property (Vehicles and Unsecured Property) Damage Claims

All claims of damage to vehicles, or other unsecured property, shall be submitted to the General Manager. They shall review the damage claim and the requested restitution. If they determine the damage is the District's responsibility, they may authorize repairs or reimbursement of expenses to an amount not to exceed three thousand dollars (\$3,000).

The claim will be processed as described above if the cost of material for repairs is estimated to exceed the applicable thresholds.

1025.4 Property Damage Claims on District Form

Except for damage to land and improvements estimated to cost less than five hundred dollars (\$500), all damage claims must be submitted in writing on a District claim form. This will ensure that a claim is valid and protect important rights of the District.

If an individual does not wish to file a claim on the District form, they may present the claim by letter if it conforms to Section 910 and Section 910.2, of the California Government Code. Section 910 specifies that a claim needs to show all of the following:

- a. The name and post office address of the claimant;
- b. The post office address to which the person presenting the claim desires notices to be sent;
- c. The date, place, and other circumstances of the occurrence or transaction which gave rise to the claim asserted;
- d. A general description of the indebtedness, obligation, injury, damage or loss incurred so far as it may be known as the time of presentation of the claim;
- e. The name or names of the public employee or employees causing the injury, damage, or loss, if known; and
- f. The amount claimed if it totals less than ten thousand dollars (\$10,000) as of the date of presentation of the claim, including the estimated amount of any prospective injury, damage, or loss, insofar as it may be known at the time of the presentation of the claim, together with the basis of computation of the amount claimed. If the amount claimed exceeds ten thousand dollars

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(\$10,000), no dollar amount shall be included in the claim. However, it shall indicate whether the claim would be a limited civil case.

Section 910.2 of the California Government Code specifies the following:

The claim shall be signed by the claimant or by some person on his behalf. Claims against local public entities for supplies, materials, equipment or services need not be signed by the claimant or on his behalf if presented on a billhead or invoice regularly used in the conduct of the business of the claimant.

If the filed letter/claim does not meet the requirements of the California Government Code Section 910 and Section 910.2, then a letter shall be sent to the claimant informing them of this fact.

District staff shall provide no assistance to the claimant in filling out the claim form. Claimant must fill out the claim form in its entirety and submit it via mail, fax or personal delivery to the District office. Upon receipt, office staff shall date-stamp the document.

SECTION: 1000 - GENERAL POLICIES
POLICY TITLE: Code of Ethics
POLICY NUMBER: 1030
DATE ADOPTED: November 13, 2025
DATE REVISED: N/A



1030.1 Purpose

Humboldt Bay Municipal Water District (District) designed its Code of Ethics & Values (the “Code”) to provide clear, positive statements of ethical behavior reflecting the core values of the District and the communities it serves. The Code includes practical strategies for addressing ethical questions and a useful framework for decision-making and handling the day-to-day operations of the District.

1030.2 Goals of the Code of Ethics and Values

- a. Ensure District relationships are built on mutual respect and trust.
- b. Promote and maintain the highest standards of personal and professional conduct among all involved in District governance and operations. All elected and appointed officials, officers, employees, members of advisory committees, and volunteers of the District, herein called “Officials” for the purposes of this policy.
- c. The Code is a touchstone for members of the District Board and staff in fulfilling their roles and responsibilities.

1030.3 Preamble

- a. The proper operation of democratic government requires that decision-makers be independent, impartial and accountable to the people they serve. The District has adopted this Code to promote and maintain the highest standards of personal and professional conduct in the District's government.
- b. All Officials, and others, who participate in the District's government are required to subscribe to this Code, understand how it applies to their specific responsibilities and practice its eight core values in their work. Because we seek public confidence in the District's services and public trust of its decision-makers, our decisions and our work must meet the most demanding ethical standards and demonstrate the highest levels of achievement in following this Code.

1030.4 Applicability

This Code shall apply to all District Officials as defined in 1030.2 b.

1030.5 Core Values

As participatory Officials in the District's government, we subscribe to the following Core Values set forth in sections 1030.6 through 1030.13.

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POLICY TITLE: Code of Ethics
POLICY NUMBER: 1030
DATE ADOPTED: November 13, 2025
DATE REVISED: N/A



1030.6 Ethical

As a representative of Humboldt Bay Municipal Water District, I will be ethical. In practice, this value looks like:

- a. I am trustworthy, acting with the utmost integrity and moral courage. I am truthful. I do what I say I will do.
- b. I am dependable;
- c. I make impartial decisions, free of bribes, unlawful gifts, narrow political interests, financial, and other personal interests that impair my independence of judgment or action;
- d. I am fair, distributing benefits and burdens according to consistent and equitable criteria;
- e. I extend equal opportunities and due process to all parties in matters under consideration. If I engage in unilateral meetings and discussions, I do so without making voting decisions or any improper or unauthorized representations on behalf of the District;
- f. I show respect for persons, confidences, and information designated as "confidential";
- g. I use my title(s) only when conducting official District business for information purposes or as an indication of background and expertise carefully considering whether I am exceeding or appearing to exceed my authority;
- h. I will avoid actions that might cause the public or others to question my independent judgment; and
- i. I maintain a constructive, creative, and practical attitude toward the District's affairs and a deep sense of social responsibility as a trusted public servant.

1030.7 Professional

As a representative of Humboldt Bay Municipal Water District, I will be professional. In practice, this value looks like:

- a. I apply my knowledge and expertise to my assigned activities and to the interpersonal relationships that are part of my job in a consistent, confident, competent and productive manner;
- b. I approach my job and work-related relationships with a positive, collaborative attitude; and
- c. I keep my professional education, knowledge, and skills current and growing.

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1030.8 Service-Oriented

As a representative of Humboldt Bay Municipal Water District, I will be service-oriented. In practice, this value looks like:

- a. I provide friendly, receptive, courteous service to everyone;
- b. I attune to and care about the needs and issues of citizens, public officials and District workers; and
- c. In my interactions with constituents, I am interested, engaged and responsive.

1030.9 Fiscally Responsible

As a representative of Humboldt Bay Municipal Water District, I will be fiscally responsible. In practice, this value looks like:

- a. I make decisions after prudent consideration of their financial impact, considering the long-term financial needs of the District, especially its financial stability;
- b. I demonstrate concern for the proper use of District assets (e.g., personnel, time, property, equipment, funds) and follow established procedures;
- c. I make good financial decisions that seek to preserve programs and services for District residents; and
- d. I have knowledge of and adhere to the financial best practices.

1030.10 Organized

As a representative of Humboldt Bay Municipal Water District, I will be organized. In practice, this value looks like:

- a. I act in an efficient manner, making decisions and recommendations based upon research and facts, taking into consideration short- and long-term goals;
- b. I follow through in a responsible way, keeping others informed and responding in a timely fashion; and
- c. I am respectful of established District policies, procedures, and guidelines.

1030.11 Communicative

As a representative of Humboldt Bay Municipal Water District, I will be communicative. In practice, this value looks like:

- a. I positively convey the District's care for and commitment to its citizens;
- b. I communicate in various ways that I am approachable, open-minded, and willing to participate in dialog;

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- c. I approach public engagement with an open and transparent communication style that is facts-based and objective;
- d. I advocate for my peers if others are disrespectful in their communication;
- e. I address conflict or disagreements respectfully and appropriately. If I have a concern or feedback about someone, I will approach a conversation constructively either directly with the person involved or seek support to address it. I will avoid discussing concerns with a third party; and
- f. I engage in effective two-way communication, by listening carefully, asking questions, and determining an appropriate response which adds value to conversations.

1030.12 Collaborative

As a representative of Humboldt Bay Municipal Water District, I will be collaborative. In practice, this value looks like:

- a. I act in a cooperative manner with groups and other individuals, working together in a spirit of tolerance and understanding;
- b. I work towards consensus building and gain value from diverse opinions;
- c. I accomplish the goals and responsibilities of my individual position, while respecting my role as a member of a team; and
- d. I consider the broader regional and statewide implications of the District's decisions and issues.

1030.13 Progressive

As a representative of Humboldt Bay Municipal Water District, I will be progressive. In practice, this value looks like:

- a. I exhibit a proactive, innovative approach to setting goals and conducting the District's business;
- b. I display a style that maintains consistent standards but is also sensitive to the need for compromise, "thinking outside the box" and improving existing paradigms when necessary; and
- c. I promote intelligent and thoughtful innovation to forward the District's policy agenda and improve District services.

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1030.14 Enforcement

Any Official found to be in violation of this Code may be subject to censure by the District Board. Any member of any advisory Committee found in violation may be subject to dismissal from the Committee. In the case of an employee, appropriate action shall be taken by the General Manager or by an authorized designee.

SECTION: 1000 - GENERAL POLICIES
POLICY TITLE: Conflict of Interest
POLICY NUMBER: 1035
DATE ADOPTED: November 13, 2025
DATE REVISED: N/A



1035.1 Political Reform Act

The Political Reform Act, Government Code §81000, et seq., requires state and local government agencies to adopt and promulgate conflict-of-interest codes. The Fair Political Practices Commission (“FPPC”) has adopted a regulation (2 Cal. Code of Regs. §18730) which contains the terms of a standard conflict of interest code. It can be incorporated by reference and may be amended by the FPPC after public notice and hearings to conform to amendments in the Political Reform Act.

The Board approved and adopted the FPPC’s standard conflict of interest by Ordinance. Therefore, the terms of 2 Cal. Code of Regs. §18730 and any amendments to it duly adopted by the FPPC are hereby incorporated by Ordinance in which members of the Board of Directors and employees are designated, and in which disclosure categories are set forth, constitute the conflict-of-interest code of the Humboldt Bay Municipal Water District.

SECTION: 1000 – GENERAL POLICIES
POLICY TITLE: Correspondence to the Board
POLICY NUMBER: 1040
DATE ADOPTED: November 13, 2025
DATE REVISED: N/A



1040.1 Written Correspondence

All written or electronic correspondence addressed to the Board of Directors is to be sent to the District office. Copies of the written or electronic correspondence and written responses in reply thereto, if any, shall be distributed to each member of the Board, together with the next regular agenda or at the next regular meeting of the Board, depending on date of receipt or response. Individual Board members may receive correspondence addressed to them in their official capacity; however, Board members are not permitted to use agency resources for sending or receiving personal correspondence.

SECTION: 1000 - GENERAL POLICIES
POLICY TITLE: Legal Counsel and Auditor
POLICY NUMBER: 1045
DATE ADOPTED: November 13, 2025
DATE REVISED: N/A



1045.1 Legal Counsel and Auditor

The Board of Directors shall appoint a Legal Counsel and Auditor to assist the Board and District in all applicable issues and activities.

1045.2 Duties of Legal Counsel

Legal Counsel shall be the legal adviser of the District, including the Board as a whole, the General Manager and department heads. Legal Counsel shall perform such duties as may be prescribed by the Board of Directors. Such duties include, but are not limited to:

- a. providing legal assistance necessary for formulation and implementation of legislative policies and projects;
- b. represent the District's interests, as determined by the District, in litigation, administrative hearings, negotiations and similar proceedings;
- c. to keep the Board and District staff apprised of court rulings and legislation affecting the legal interest of the District;
- d. review and approve as to form District legal documents, i.e. contracts, agreements, etc.; and
- e. present and report on all legal issues and Closed Session items before the Board.

The Legal Counsel shall serve at the pleasure of the Board and shall be compensated for services as determined by the Board. The Legal Counsel reports to the Board as a whole but is available to each Director for consultation regarding legal matters particular to that Board member's participation. No Board member may request a legal opinion of legal counsel without concurrence by the Board, except as such requests relate to questions regarding that member's participation. The Legal Counsel shall be available to the District General Manager for consultation on applicable issues and activities.

1045.3 Duties of Auditor

The District Auditor shall be appointed by the Board by a majority vote in a public meeting. The Board shall determine the duties and compensation of the Auditor. The Auditor shall serve at the pleasure of the Board. Selection of the Auditor shall be done in a noticed public meeting and at least every five years.

The Board may appoint a committee, whose membership shall be appointed by the President, to oversee the work of an independent auditor, who will report to the Board, to

SECTION: 1000 - GENERAL POLICIES
POLICY TITLE: Legal Counsel and Auditor
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conduct an annual audit of the District's books, records, and financial affairs in accordance with state law and in a timely manner. The General Manager will oversee an accounting system that will completely, and at all times, show the financial condition of the District.

SECTION: 1000 - GENERAL POLICIES
POLICY TITLE: Overview of the General Manager’s Role
POLICY NUMBER: 1050
DATE ADOPTED: November 13, 2025
DATE REVISED: N/A



1050.1 Purpose

The General Manager is an employee of the District and has an employment agreement which specifies their terms of employment. The General Manager is the administrative head of the District under the direction of the Board of Directors. They shall be responsible for the efficient administration of all the District’s affairs which are under the General Manager’s control. The General Manager plans, organizes, directs, coordinates and evaluates all District operations, programs, and resources in accordance with short- and long-range goals, policy statements, and directives from the Board.

1050.2 Duties of General Manager

The District’s General Manager shall be responsible for:

- a. The implementation of policies established by the Board of Directors for the operation of the District;
- b. The planning, direction, and coordination of the day-to-day operations of the District through the appropriate department heads or managers including administration, financing, maintenance, engineering, human resources, and others to effect operational efficiency;
- c. The appointment, supervision, discipline, and dismissal of the District’s employees, consistent with the employment policies established by the Board of Directors;
- d. Attend and participate in District Board meetings, prepare and present reports as necessary, represent the Board before external organizations including other agencies, governmental and regulatory entities, business and community groups;
- e. The supervision of the District’s facilities and services; and
- f. The supervision of the District’s finances.

1050.3 Communication with General Manager

The District’s General Manager is an at-will employee appointed by and accountable to the Board. The Board will provide policy direction and instruction to the General Manager on matters within the authority of the Board during duly-convened board meetings. Members of the Board will deal with matters within the authority of the General Manager through the General Manager and not through other District employees. Members of the Board will refrain from making requests directly to District employees (other than the General Manager) to undertake analyses, perform other work assignments, or change the priority of work assignments. As members of the public, Directors may request non-confidential,

SECTION: 1000 - GENERAL POLICIES
POLICY TITLE: Overview of the General Manager's Role
POLICY NUMBER: 1050
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factual information regarding District operations from District employees. If requesting public records, Directors must follow the District's Request for Public Records Policy.

SECTION: 1000 - GENERAL POLICIES
 POLICY TITLE: Performance Evaluation of General Manager
 POLICY NUMBER: 1052
 DATE ADOPTED: November 13, 2025
 DATE REVISED: N/A



1052.1 Purpose

This policy outlines a comprehensive procedure for evaluating the General Manager's performance in alignment with the Humboldt Bay Municipal Water District's Mission and Strategic Goals. The evaluation process is designed to:

- a. Provide structured feedback on performance relative to established expectations;
- b. Identify areas of strength and opportunities for development;
- c. Align the General Manager's priorities with District Mission and Goals;
- d. Foster transparent communication between the Board, General Manager, and stakeholders; and
- e. Establish clear metrics for accountability.

1052.2 Evaluation Timeline

Timeline	Activity	Participants
May	Annual goal setting for the fiscal year (Begins after April comprehensive evaluation)	Full Board and General Manager
July	First quarter progress check-in	Board President and General Manager
October	Mid-year formal review	Full Board and General Manager
January	Third quarter progress check-in	Board President and General Manager
March	Annual comprehensive evaluation (Evaluation Process begins 3-weeks prior to April Board Meeting)	Full Board, Staff, Key Stakeholders, General Manager

1052.3 Evaluation Components

Core Mission and Strategic Goal Alignment

Assessment of how effectively the General Manager upholds the District's core mission and strategic goals, as set and determined by the Board from time to time

Leadership Competencies

Assessment of essential leadership capabilities:

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POLICY TITLE: Performance Evaluation of General Manager
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- a. Strategic Vision and Planning;
- b. Communication and Stakeholder Relations;
- c. Staff Development and Management;
- d. Problem Solving and Decision Making; and Board Relations and Governance Support.

Professional Development

Review of growth in knowledge, skills, and abilities:

- a. Industry knowledge advancement;
- b. Professional licensure maintenance;
- c. Leadership development progress; and
- d. Community and professional engagement.

1052.4 Evaluation Process

Step 1: Preparation (3 weeks prior to evaluation)

- a. General Manager prepares self-assessment and annual list of accomplishments using a standard evaluation form to be provided to Board members prior to distribution of evaluation forms;
- b. Legal Counsel distributes evaluation forms to Board members, Legal Counsel, and staff; and
- c. Participants are given two weeks to complete evaluations.

Step 2: Collection and Compilation (1 week prior to evaluation)

- a. Legal Counsel (or designated third party) collects all evaluation forms;
- b. Results are compiled and staff evaluations anonymized ; and
- c. Distributed to Board members and General Manager.

Step 3: Executive Session Review (Evaluation meeting)

- a. Board meets in closed session to discuss evaluation results;
- b. General Manager presents self-assessment; and
- c. Board discusses areas of alignment and divergence in evaluations.

Step 4: Performance Discussion (Same meeting)

- a. General Manager joins Board for collaborative discussion;

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- b. Review of accomplishments, challenges, and opportunities; and
- c. Discussion of strategic priorities for upcoming period.

Step 5: Documentation and Goal Setting (Within 2 weeks after evaluation)

- a. Board President and General Manager document key performance feedback;
- b. New performance goals established for next evaluation period; and
- c. Final evaluation report approved by Board.

1052.5 Performance Rating Scale

All evaluation criteria will be rated using the following 4-point scale:

Rating	Description
4 - Exceeds Expectations	Performance regularly exceeds expectations in most areas
3 - Meets Expectations	Performance consistently meets established expectations
2 - Needs Improvement	Performance occasionally falls short of expectations
1 - Unsatisfactory	Performance consistently falls below expectations
N/A	Insufficient information to evaluate this criterion

1052.6 Continuous Improvement

This evaluation procedure will be reviewed annually to ensure its effectiveness. The Board and General Manager may jointly modify the process to improve its utility in supporting District goals and management excellence.

1052.7 Confidentiality

All individual evaluations are confidential personnel matters. Only aggregated, anonymized staff feedback will be compiled. The final evaluation document will be maintained in the General Manager's personnel file with appropriate privacy protections.

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POLICY TITLE: Legislative Advocacy
POLICY NUMBER: 1055
DATE ADOPTED: November 13, 2025
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1055.0 Purpose

The purpose of the policy is to guide Humboldt Bay Municipal Water District officials and staff in considering legislative or regulatory proposals that are likely to have an impact on the District, and to allow for a timely response to important legislative issues. Although the expenditure of public funds for the purpose of supporting or opposing a ballot measure or candidate is prohibited,¹ the expenditure of public funds is allowed to advocate for or against proposed legislation or regulatory actions which will affect the public agency expending the funds.²

The purpose for identifying Legislative Advocacy Procedures is to provide clear direction to District staff with regard to monitoring and acting upon bills during state and federal legislative sessions. Adherence to Legislative Advocacy Procedures will ensure that legislative inquiries and responses will be administered consistently with “one voice” as to the identified Advocacy Priorities adopted by the Board of Directors. The Legislative Advocacy Procedures and Advocacy Priorities will provide the District General Manager, or other designee, discretion to advocate in the District’s best interests in a manner consistent with the goals and priorities adopted by the Board of Directors.

1055.1 Policy Goals

1. Advocate the District’s legislative interests at the state, county, and federal levels;
 - a. Inform and provide information to the Board of Directors and district staff on the legislative process and key issues and legislation that could have a potential impact on the District;
 - b. Serve as an active participant with other local governments, the California Special Districts Association, Association of California Water Agencies, and local government associations on legislative and regulatory issues that are important to the District and the region; and
 - c. Seek grant and funding assistance for projects, services, and programs to enhance services for the community.

¹ Cal. Gov. Code § 54964.

² Cal. Gov. Code § 53060.5; *Stanson v. Mott* (1976) 17 Cal. 3d 206.

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1055.2 Policy Principles

The Board of Directors recognizes the need to protect District interests and local control, and to identify various avenues to implement its strategic and long-term goals. It is the policy of the District to proactively monitor and advocate for legislation as directed by the Advocacy Priorities and by the specific direction of the Board of Directors.

This policy provides General Manager, or other designee, the flexibility to adopt positions on legislation in a timely manner, while allowing the Board of Directors to set Advocacy Priorities to provide policy guidance. The Board of Directors shall establish various Advocacy Priorities and, so long as the position fits within the Advocacy Priorities, staff is authorized to take a position without board approval.

Whenever an applicable Advocacy Priority does not exist pertaining to legislation affecting the District, the matter shall be brought before the Board of Directors at a regularly scheduled board meeting for formal direction from the Board of Directors. The Board of Directors may choose to establish a standing committee of two Directors, known as the “Legislative Advocacy Committee”, with the authority to adopt a position when consideration by the full Board of Directors is not feasible within the time-constraints of the legislative process.

Generally, the District will not address matters that are not pertinent to the District’s local government services, such as social issues or international relations issues.

1055.3 Legislative Advocacy Procedures

It is the policy of the District to proactively monitor and advocate for legislation as directed by the Advocacy Priorities and by the specific direction of the Board of Directors. This process involves interaction with local, state, and federal government entities both in regard to specific items of legislation and to promote positive intergovernmental relationships. Accordingly, involvement and participation in regional, state, and national organizations is encouraged and supported by the District.

Monitoring legislation is a shared function of the Board of Directors and General Manager or designated staff. The Legislative Advocacy Procedures are the process by which staff will track and respond to legislative issues in a timely and consistent manner. The General Manager, or other designee, will act on legislation utilizing the following procedures:

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- a. The General Manager or other designee shall review requests that the District take a position on legislative issues to determine if the legislation aligns with the District’s current approved Advocacy Priorities.
- b. The General Manager or other designee will conduct a review of positions and analysis completed by the California Special Districts Association, Association of California Water Agencies, other local government associations, and/or persuasive analysis from other reputable organizations when formulating positions.
- c. If the matter aligns with the approved priorities, the District response shall be supplied in the form of a letter to the legislative body reviewing the bill or measure. Advocacy methods utilized on behalf of the District, including but not limited to letters, phone calls, emails, and prepared forms, will be communicated through the General Manager or designee. The General Manager or designee shall advise staff to administer the form of advocacy, typically via letters signed by the General Manager, or designee, on behalf of the Board of Directors.
- d. All draft legislative position letters initiated by the General Manager or designee shall state whether the district is requesting “watch”, “support”, “support if amended”, “oppose”, or “oppose unless amended” action on the issue, and shall include adequate justification for the recommended action. If possible, the letter should include examples of how a bill would specifically affect the District, e.g. “the funding the District will lose due to this bill could pay for X capital improvements.”
 1. Watch – legislation that may or may not advance the District’s goals dependent on how the legislation develops.
 2. Support – legislation in this area advances the District’s goals and priorities.
 3. Oppose – legislation in this area could potentially harm, negatively impact or undo positive momentum for the District, or does not advance the district’s goals and priorities.
- e. The General Manager may also provide a letter of concern or interest regarding a legislative issue without taking a formal position on a piece of legislation. Letters of concern or interest are to be administered through the General Manager or designee.

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- f. When a letter is sent to a state or federal legislative body, the appropriate federal or state legislators representing the District shall be included as a copy or “cc” on the letter. The appropriate contacts at the California Special Districts Association, Association of California Water Agencies, and other local government associations, if applicable, shall be included as a cc on legislative letters.
 - g. A position may be adopted by the General Manager or designee if any of the following criteria is met:
 - 1. The position is consistent with the adopted Advocacy Priorities;
 - 2. The position is consistent with that of organizations to which the district is a member, such as the California Special Districts Association and/or Association of California Water Agencies; or
 - 3. The position is approved by the Board of Directors or the Legislative Advocacy Committee.
 - h. All legislative positions adopted via a process outside of a regularly scheduled Board Meeting shall be communicated to the Board of Directors at the next regularly scheduled Board Meeting. When appropriate, the General Manager or other designee will submit a report (either written or verbal) summarizing activity on legislative measures to the Board of Directors.

1055.4 Advocacy Priorities

Each January the Board may consider setting Advocacy Priorities for the particular calendar year, which shall be in addition to the following standing Advocacy Priorities:

Revenue, Finances, and Taxation

Ensure adequate funding for special districts’ safe and reliable core local service delivery. Protect special districts’ resources from the shift or diversion of revenues without the consent of the affected districts. Promote the financial independence of special districts and afford them access to revenue opportunities equal to that of other types of local agencies. Protect and preserve special districts’ property tax allocations and local flexibility with revenue and diversify local revenue sources.

Support opportunities that allow the District to compete for its fair share of regional, state, and federal funding, and that maintain funding streams. Opportunities may include

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competitive grant and funding programs. Opportunities may also include dedicated funding streams at the regional, state, or federal levels that allow the District to maximize local revenues, offset and leverage capital expenditures, and maintain district goals and standards.

Governance and Accountability

Enhance special districts' ability to govern as independent, local government bodies in an open and accessible manner. Encourage best practices that avoid burdensome, costly, redundant or one-size-fits all approaches. Protect meaningful public participation in local agency formations, dissolutions, and reorganizations, and ensure local services meet the unique needs, priorities, and preferences of each community.

Oppose additional public meeting and records requirements that unnecessarily increase the burden on public resources without effectively fostering public engagement and enhancing accountability of government agencies.

Promote local-level solutions, decision-making, and management concerning service delivery and governance structures while upholding voter control and maintaining LAFCO authority over local government jurisdictional reorganizations and/or consolidations.

Human Resources and Personnel

Promote policies related to hiring, management, and benefits and retirement that afford flexibility, contain costs, and enhance the ability to recruit and retain highly qualified, career-minded employees to public service. As public agency employers, support policies that foster productive relationships between management and employees.

Maintain special districts' ability to exercise local flexibility by minimizing state mandated contract requirements. Oppose any measure that would hinder the ability of special districts to maximize local resources and efficiencies through the use of contracted services.

Infrastructure, Innovation, and Investment

Encourage prudent planning for investment and maintenance of innovative long-term infrastructure. Support the contracting flexibility and fiscal tools and incentives needed to

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help special districts meet California’s changing demands. Promote the efficient, effective, and sustainable delivery of core local services.

Prevent restrictive one-size-fits-all public works requirements that increase costs to taxpayers and reduce local flexibility.

SECTION: 1000 - GENERAL POLICIES
POLICY TITLE: Digital Signature
POLICY NUMBER: 1060
DATE ADOPTED: November 13, 2025
DATE REVISED: N/A



1060.1 Policy

It is the policy of the District to accept electronic signatures affixed to documents in which a signature is required or used, provided that: (1) the electronic signatures are “digital” signatures that comply with the requirements of California Government Code Section 16.5 and applicable State regulations,¹ (2) the signatories are willing and wanting to utilize digital signatures, and (3) the digital signatures are created by technologies authorized by the California Secretary of State and made available by the District. Signatories may digitally sign the following types of documents:

- Contracts
- Contract Amendments
- Contract Change Orders
- Agreements

The use, or the District’s acceptance, of a digital signature is at the option of the District and the signer(s). Nothing in this Policy requires the District to use or permit the use of a digital signature or accept the submission of a document containing a digital signature.

1060.2 Definitions

- a. “Digital Signature” means an electronic identifier and type of “electronic signature,” created by computer, intended by the party using it to have the same force and effect as the use of a manual signature.²
- b. “Digital Signature Certification Authority” means an entity authorized by the Secretary of State to issue digital certificates that are required for a digital signature under California law.
- c. “Digital Signature Provider” means an entity that provides document signing services using digital technology.
- d. “Electronic Signature” means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record.³

¹ Cal. Code Regs., tit. 2, § 22000 *et seq.*

² Cal. Gov. Code, § 16.5(d).

³ Cal. Civ. Code, § 1633.2(h).

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POLICY NUMBER: 1060
DATE ADOPTED: November 13, 2025
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1060.3 Electronic Signatures

The use of electronic signatures is authorized by two California statutes, the Uniform Electronic Transactions Act (“UETA”), codified at Civil Code Section 1633.1 *et seq.*, and Government Code Section 16.5.

The UETA provides that a signature may not be denied legal effect or enforceability solely because it is in electronic form.⁴ The UETA applies to a transaction only when the parties have agreed to conduct the transaction by electronic means, which is determined based on the “context and surrounding circumstances, including the parties’ conduct.”⁵

Government Code Section 16.5 applies to public entities⁶ such as the District, and authorizes any party to a written communication with a public entity, in which a signature is required or used, to affix a signature by use of a digital signature that complies with the requirements of Section 16.5.⁷ Digital signature transactions involving public entities that are subject to the UETA are also subject to the more particular requirements of Government Code Section 16.5.⁸ The use of a digital signature will have the same force and effect as the use of a manual signature if, and only if, the digital signature embodies the five attributes⁹ discussed in Section 1060.4 below.

⁴ Cal. Civ. Code, §§ 1633.7(a)-(b).

⁵ Cal. Civ. Code, § 1633.5(b)

⁶ “‘Public entity’ includes the state, the Regents of the University of California, the Trustees of the California State University and the California State University, a county, city, district, public authority, public agency, and any other political subdivision or public corporation in the State.” Cal. Gov. Code, §§ 16.5(a) & 811.2 (emphasis added).

⁷ Cal. Gov. Code, § 16.5(a).

⁸ See Cal. Civ. Code, § 1633.3(e).

⁹ Cal. Gov. Code, § 16.5(a).

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1060.4 Digital Signatures

Government Code Section 16.5 and State regulations require that a digital signature: (i) be created by a technology deemed acceptable for use by the State of California and (ii) embody the following five attributes:

- a. It is unique to the person using it;
- b. It is capable of verification;
- c. It is under the sole control of the person using it;
- d. It is linked to data in such a manner that if the data are changed, the digital signature is invalidated; and
- e. It conforms to regulations adopted by the Secretary of State, codified at Chapter 10 of Division 7 of Title 2 (commencing with Section 22000) of the California Code of Regulations.¹⁰

1060.5 Digital Signature Technologies

The Secretary of State allows public entities to utilize digital signatures that are created using either “Public Key Cryptography” or “Signature Dynamics” technologies, provided that the digital signatures are also created consistent with the provisions of Section 22003 of the California Code of Regulations.

Public key cryptography (“PKC”) is a form of cryptography that generally allows users to communicate securely, and reliably verify the identity of an entity via digital signatures. PKC signatures are affixed to documents using software enhancements to existing applications and web browsers and are capable of immediate third-party verification.

Signature dynamics uses the individual’s handwritten signature. Unlike PKC signatures, signature dynamics signatures require additional hardware to create the signatures. An electronic drawing tablet and stylus are used to record the direction, speed, and coordinates of a handwritten signature—essentially, taking a snapshot of a person’s signature. This type of digital signature does not offer encryption, confidentiality, or the level of security that is inherent in PKC signatures. PKC allows for third-party verification of the signature by Digital Signature Certification Authorities approved by the State, while signature dynamics signatures require additional steps (including handwriting analysis) to verify the signer of a document (similar to a non-notarized, paper-based signature). A

¹⁰ Cal. Gov. Code, § 16.5; 2 C.C.R. § 22002.

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formal handwriting analysis of a signature dynamics signature may be lengthy. However, some degree of certainty can be obtained by a lay-comparison of manual handwritten signatures that may already be on file with the District.

The District shall only contract with digital signature providers that offer their digital signature services with a certificate issued by a Digital Signature Certification Authority. District staff shall only accept digital signatures created by PKC or signature dynamics technologies. As advised by the Secretary of State, District staff shall consider the following issues and other issues when identifying the appropriate technology to use for each document that includes a digital signature component:

- a. Are the documents containing signatures going to be transmitted over an "open" or a "closed" network?
- b. Does the signature on the document need to be verified?
- c. How much time and resources can be allocated to verification?
- d. Does the signature need to be compared to a manual signature on paper or can a digital certificate adequately provide one-stop verification?
- e. Will immediate verifiability reduce the potential of fraud?
- f. Will the documents containing digital signatures need to be reproduced for public access to the records?
- g. Will the documents containing digital signatures need to be utilized by another local, state or federal agency? If so, is the technology compatible with the other agency's needs?

Whenever a document requires immediate absolute verification of a signature, District staff shall only use and accept digital signatures created by PKC technology.

SECTION: 4000 – BOARD OF DIRECTORS
POLICY TITLE: Attendance at Meetings
POLICY NUMBER: 4100
DATE ADOPTED: November 13, 2025
DATE REVISED: N/A



4100.1 Attendance

Members of the Board of Directors are expected to and shall attend all regular and special meetings of the Board unless there is good cause for absence. Board Members are expected to attend in person unless otherwise permitted by law. To be counted as present for any meeting, Board Members must be present for the duration of the meeting.

4100.2 Excused Absence

Good cause for absence, including late arrivals or early departures, includes temporary illness or other unavoidable circumstances of which the President of the Board is notified prior to the meeting. Good cause also includes Board authorized meeting absences including, but not limited to, attendance at a conference directly related to the functions and interests of the District or at the meeting of another public agency in order to participate in an official capacity.

A Board Member who will be absent for good cause may notify the President by electronic transmission (such as email), telephone communication, or letter. The President shall notify the General Manager and the Board of all absences that are excused for good cause prior to the meeting. The minutes shall indicate whether an absence was excused.

4100.3 Vacancy

A vacancy shall occur if a Board Member is absent from three (3) consecutive regular meetings without good cause, or five (5) regular meetings within a calendar year without good cause, except as otherwise provided for by law or as authorized by the Board.

SECTION: 4000 – BOARD OF DIRECTORS
POLICY TITLE: Committees of the Board of Directors
POLICY NUMBER: 4105
DATE ADOPTED: November 13, 2025
DATE REVISED: N/A



4105.1 Temporary Advisory Committees

The Board President shall appoint any such temporary advisory committees (also referred to as “ad hoc committees”) as may be deemed necessary or advisable by the President or the Board. The purpose of a temporary advisory committee and the time allowed to accomplish that purpose shall be outlined at the time of appointment. A temporary advisory committee shall be considered dissolved when its purpose has been accomplished or when the timeframe for its existence has expired, whichever occurs first.

- a. A temporary advisory committee shall be comprised solely of members of the Board, and shall consist of less than a majority of Board Members.
- b. A temporary advisory committee may make recommendations to the Board. The Board may not delegate any decision-making power to a temporary advisory committee.
- c. A temporary advisory committee shall meet on an as needed basis and shall not have a meeting schedule fixed by charter, ordinance, resolution, or formal action of the Board.

4105.2 Standing Committees

Standing committees of the Board will be established at the end or beginning of the calendar year.

The Board President shall appoint and publicly announce the members of the standing committees for the ensuing year no later than the Board's regular meeting in January. Standing committees may be assigned to review District functions, activities, and operations pertaining to their designated concerns, as specified below. Said assignment may be made by the Board President, a majority vote of the Board, or on their own initiative. Any recommendations from standing committees shall be submitted to the Board via a written or oral report. All meetings of standing committees are subject to the requirements of all applicable open meeting laws, including but not limited to the Brown Act.

SECTION: 4000 – BOARD OF DIRECTORS
POLICY TITLE: Duties of the Board President
POLICY NUMBER: 4110
DATE ADOPTED: November 13, 2025
DATE REVISED: N/A



4110.1 Presiding Officer

The President of the Board of Directors shall serve as the presiding officer at all Board meetings.

In the absence or disability of the President, the Vice President of the Board of Directors shall serve as the presiding officer over all Board meetings. If the President and Vice President of the Board are both absent or disabled, the remaining members present shall select one of themselves to act as temporary presiding officer of the meeting.

The presiding officer shall have the same rights as the other members of the Board in voting, introducing motions, resolutions and ordinances, and any discussion of questions that follow said actions. The presiding officer may move, second, debate, and vote from the chair.

4110.2 Duties Regarding Meetings:

The President shall preside over and conduct all meetings of the Board of Directors, shall carry out the resolution and orders of the Board of Directors, and shall exercise such other powers and perform such other duties as the Board of Directors shall prescribe including, but not limited to, the following:

- a. Call the meeting to order at the appointed time;
- b. Announce the business to come before the Board in its proper order;
- c. Enforce the Board's policies in relation to the order of business and the conduct of meetings;
- d. Recognize persons who desire to speak, and protect the speaker who has the floor from disturbance or interference;
- e. Explain what the effect of a motion would be if it is not clear to every member;
- f. Restrict discussion to the question when a motion is before the Board;
- g. Rule on parliamentary procedure;
- h. Put motions to a vote, and state clearly the results of the vote; and
- i. Preserve order and decorum.

4110.3 Responsibilities

Responsibilities of the President include, but are not limited to, the following:

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- a. Sign all instruments, act, and carry out stated requirements and the will of the Board;
- b. Sign the minutes of the Board meeting following their approval;
- c. Appoint and disband all committees, subject to Board ratification;
- d. Call such meetings of the Board as the President may deem necessary, giving notice as prescribed by law;
- e. Coordinate the preparation of meeting agendas with the General Manager;
- f. Confer with the General Manager or designee on crucial matters which may occur between Board of Directors meetings;
- g. Be responsible for the orderly conduct of all Board meetings;
- h. Be the spokesperson for the Board; and
- i. Perform other duties as authorized by the Board.

SECTION: 4000 – BOARD OF DIRECTORS
POLICY TITLE: Ethics Training
POLICY NUMBER: 4115
DATE ADOPTED: November 13, 2025
DATE REVISED: N/A



4115.1 Ethics Training

All Directors, designated staff, and members of all commissions, committees and other bodies that are subject to the Brown Act shall receive two hours of training in general ethics principles and ethics laws relevant to public service within one year from the first day of taking office and at least once every two years thereafter, pursuant to the rules and regulations contained within Government Code Sections 53234 *et seq.* as may be amended from time to time.

- a. All ethics training shall be provided by providers whose curricula have been approved by the California Attorney General and the Fair Political Practices Commission.
- b. Ethics training may consist of either a training course or a set of self-study materials with tests, and may be taken at home, in person, or online.
- c. Attendees shall obtain proof of participation after completing the ethics training. Applicable costs for attending the training shall be reimbursed by the District.
- d. District staff shall provide the prospective attendees with information on available training that meets the requirements of this policy at least once every year.
- e. A single training course may be used to satisfy the obligation to receive training for multiple agencies or positions.

4115.2 Record-Keeping

District staff shall maintain records indicating both the dates that attendees completed the ethics training and the name of the provider that provided the training. These records shall be maintained for at least five years after the date of training and may be public records subject to disclosure under the California Public Records Act.

SECTION: 4000 – BOARD OF DIRECTORS
POLICY TITLE: Members of the Board of Directors
POLICY NUMBER: 4120
DATE ADOPTED: November 13, 2025
DATE REVISED: N/A



4120.1 Meeting Preparation

Directors shall thoroughly prepare themselves to discuss all agenda items at meetings of the Board of Directors. Directors may request information from staff before meetings.

- a. Requests by individual Directors for substantive information and/or research from District staff will be channeled through the General Manager.
- b. The General Manager shall be responsible for providing the requested information and shall make all information equally available to all Directors.
- c. If writings are distributed to a majority of the Board in connection with an agenda item, those writings shall be made available to the public in the manner required by law.

4120.2 Meeting Decorum

Directors shall at all times conduct themselves with courtesy to each other, to staff, and to members of the audience present at Board meetings.

- a. Directors shall defer to the presiding officer for conduct of meetings of the Board, but shall be free to question and discuss items on the agenda. All comments should be brief and confined to the matter being discussed by the Board.
- b. Directors may request for inclusion into the meeting minutes brief comments pertinent to an agenda item only at the meeting that item is discussed (including, if desired, a position on abstention or dissenting vote).

4120.3 Abstentions and Failure to Vote

Directors should not abstain from the Board's decision-making responsibilities unless a personal or financial conflict of interest exists under the Political Reform Act or common law. Directors abstaining due to a disqualifying conflict of interest will not be counted as part of a quorum and will be considered absent for the purposes of determining the outcome of a vote on the matter. Directors who fail to vote in the absence of a declared conflict of interest will be counted as part of a quorum and, in effect, consent that a majority of the quorum will determine the outcome of a vote on the matter.

SECTION: 4000 – BOARD OF DIRECTORS
POLICY TITLE: Training, Education, and Conferences
POLICY NUMBER: 4125
DATE ADOPTED: November 13, 2025
DATE REVISED: N/A



4125.1 Participation

Members of the Board of Directors are encouraged to attend educational conferences, seminars, trainings, and professional meetings when the purpose of any such activity is to improve District operation. There is no limit as to the number of Directors attending a particular activity when it is apparent that attendance is beneficial to the District, as long as a majority of the members of a body do not discuss issues related to their local agency's business. Directors shall not attend a conference or training event when it is apparent that there is no significant benefit to the District. Directors shall not attend or engage in any activity at public expense where there is no significant benefit to the District.

4125.2 Reimbursement of Actual Expenses

It is the policy of the District to encourage Board development and excellence of performance by reimbursing actual expenses incurred for tuition, travel, lodging and meals as a result of training, educational courses, participation with professional organizations, and attendance at local, state and national conferences associated with the interests of the District.

- a. The District shall reimburse Directors for conference tuition and registration expenses, and for reasonable per diem expenses. Reasonable per diem expenses, when appropriate, shall include meals, lodging, and travel.
- b. Reasonable per diem expenses shall not include additional costs incurred over the standard rate for upgrades in airfare, transportation, or lodging.
- c. Reasonable per diem expenses shall not include expenses incurred in taking a guest, such as a spouse or child.
- d. Reasonable per diem expenses shall not include expenses associated with the purchase of alcoholic beverages.
- e. All expenses for which reimbursement is requested by Directors, or which are billed to the District by Directors, shall be submitted to the District, together with validated receipts. All reimbursements shall be made in accordance with

SECTION: 4000 – BOARD OF DIRECTORS
POLICY TITLE: Training, Education, and Conferences
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applicable State and federal law, including but not limited to Internal Revenue Service Guidelines.

4125.3 Board Approval

Attendance by Directors at seminars, workshops, courses, professional organization meetings, and conferences shall be approved by the Board of Directors prior to the District incurring any reimbursable costs.

4125.4 Recommended Expenses

Expenses to the District for Board of Directors' training, education, and conferences should be kept to a minimum by utilizing recommendations for transportation and housing accommodations recommended by the District, and by:

- a. Utilizing hotel(s) recommended by the event sponsor in order to obtain discounted rates;
- b. Directors traveling together whenever feasible and economically beneficial; and
- c. Requesting reservations sufficiently in advance, when possible, to obtain discounted air fares and hotel rates.

4125.5 Disallowed Reimbursement

A Director shall not be reimbursed for expenses incurred at any educational conference, seminar, training, or professional meeting event if such event occurs after the District has announced that Director's pending resignation, or if such event occurs after an election in which it has been determined that the Director will not retain his or her seat on the Board. Alcoholic beverages shall be a disallowed reimbursement.

4125.6 Reporting

Upon returning from educational conferences, seminars, trainings, and professional meetings where expenses are reimbursed by the District, Directors will either prepare a written or verbal report for presentation at the next regular meeting of the Board. Said report shall detail what was learned at the session(s) that will be of benefit to the District.

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Materials from the session(s) may be delivered to the District office to be included in the District library for the future use of other Directors and staff.

SECTION: 4000 – BOARD OF DIRECTORS
POLICY TITLE: Board Actions and Decisions
POLICY NUMBER: 4200
DATE ADOPTED: November 13, 2025
DATE REVISED: N/A



4200.1 Actions by the Board

Actions by the Board of Directors include but are not limited to the following:

- a. Adoption or rejection of regulations or policies;
- b. Adoption or rejection of a resolution;
- c. Adoption or rejection of an ordinance;
- d. Approval or rejection of any contract or expenditure;
- e. Approval or rejection of any proposal which commits District funds or facilities, including employment and dismissal of personnel; and,
- f. Approval or disapproval of matters that require or may require the District or its employees to take action and/or provide services.

4200.2 Majority Vote

Action can only be taken by the vote of the majority of the Board of Directors. Three (3) Directors represent a quorum for the conduct of business. A Board member abstaining in a vote is considered as absent for that vote. A Board member abstaining due to a conflict of interest does not count towards a quorum.

- a. Example. If three of five Directors are present at a meeting, a quorum exists and business can be conducted unless the abstention is due to a conflict of interest. However, if one Director abstains on a particular action and the other two cast "aye" votes, no action is taken because a "majority of the Board" did not vote in favor of the action.
- b. Example. If an action is proposed requiring a two-thirds vote and two Directors abstain, the proposed action cannot be approved because four of the five Directors would have to vote in favor of the action.

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- c. Example. If a vacancy exists on the Board and a vote is taken to appoint an individual to fill said vacancy, three Directors must vote in favor of the appointment for it to be approved. If two of the four Directors present abstain, the appointment is not approved.

4200.3 Board Direction to the General Manager

The Board may give directions that are not formal action. Such directions do not require formal procedural process. Such directions include the Board's directives and instructions to the General Manager.

- a. The President shall determine by consensus a Board directive and shall state it for clarification. Should any two Directors challenge the statement of the President, a voice vote may be requested.
- b. A formal motion may be made to place a disputed directive on a future agenda for Board consideration, or to take some other action (such as refer the matter to the General Manager for review and recommendation, etc.).
- c. Informal action by the Board is still Board action and shall only occur regarding matters that appear on the agenda for the Board meeting during which said informal action is taken.
- d. Nothing in this policy prevents the Board from providing direction to the General Manager in response to public comments or under Board member or General Manager comments, as allowed under the Brown Act. No vote or action shall be taken.

SECTION: 4000 – BOARD OF DIRECTORS
POLICY TITLE: Meeting Agenda
POLICY NUMBER: 4205
DATE ADOPTED: November 13, 2025
DATE REVISED: N/A



4205.1 Agenda Preparation

The General Manager, in cooperation with the Board President, shall prepare an agenda for each regular and special meeting of the Board of Directors in accordance with the Brown Act. Any Director may contact the General Manager and request an item to be placed on the agenda no later than 5:00 P.M. on the day that is 48 hours prior to the closing of the agenda for the next meeting date.

4205.2 Public Requests

Any member of the public may request that a matter directly related to District business be placed on the agenda of a regularly scheduled meeting of the Board of Directors, subject to the following conditions:

- a. The request must be in writing and be submitted to the General Manager together with supporting documents and information, if any, at least seven business days prior to the date of the meeting.
- b. The General Manager shall be the sole judge of whether the public request is or is not a "matter directly related to District business."
- c. The General Manager shall determine the timing of when the item will be placed on the agenda.
- d. The public member requesting the agenda item may appeal the General Manager's decision at the next regular meeting of the Board of Directors. Any Director may request that the item be placed on the agenda of the Board's next regular meeting.
- e. No matter which is legally a proper subject for consideration by the Board in closed session will be accepted under this policy.
- f. The Board of Directors may place limitations on the total time to be devoted to a public request issue at any meeting, and may limit the time allowed for any one person to speak on the issue at the meeting.

SECTION: 4000 – BOARD OF DIRECTORS
POLICY TITLE: Meeting Agenda
POLICY NUMBER: 4205
DATE ADOPTED: November 13, 2025
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4205.3 Agenda Descriptions

All Board agendas shall include a clear and unambiguous description of each item on the agenda to be discussed, including closed session items. The General Manager shall ensure that the description gives notice to the public of the essential nature of business to be considered.

4205.4 Agenda Posting

Agendas for regular meetings shall be posted 72 hours in advance of the meeting and agendas for special meetings shall be posted 24 hours in advance of the meeting. The posting must occur in a place that is freely accessible to the public and on the District's website. The internet posting shall occur on the District's primary website homepage through a prominent, direct link to the current agenda. The agenda shall also be accessible in an open format.

4205.5 Agenda Packages

When distributing agenda packages and other materials to members of the Board of Directors, those materials should be provided to all Board members at the same time. Agenda packages, except for closed session materials, should also be made available to the public once distributed to the Board.

- a. When a closed session item is agendized on the grounds of anticipated litigation based on either: (1) a written threat of litigation; (2) an oral threat received outside of the public meeting setting; or (3) an issue of potential litigation where the facts and circumstances giving rise to the closed session are known to the potential plaintiff, a copy of the written record must be included in the agenda package or public announcement of same.

4205.6 Public Comment

- a. For regular meetings the Board shall provide the public with an opportunity to address not only any item on the agenda but any item within the subject matter jurisdiction of the District.

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POLICY TITLE: Meeting Agenda
POLICY NUMBER: 4205
DATE ADOPTED: November 13, 2025
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- b. For special meetings, the Board shall provide the public with an opportunity to address any item on the agenda.
- c. The Board may not prohibit public criticism, but shall control the order of the proceedings, including placing reasonable time limits on public comment.
- d. The Board may not require members of the public to give names or sign a register as a condition of attendance or speaking.
- e. The Board may require public comment specific to items on the agenda be made at the time when the agenda item is considered.

4205.7 Closed Sessions

The Board may conduct a closed session during a noticed meeting for certain matters, as identified on the agenda, where it is necessary to conduct business in private. Major reasons for permissible closed sessions, as authorized by the Brown Act, include real property transactions, labor negotiations, and pending litigation. The Board shall allow public comment on any closed session item before going into closed session.

4205.8 Items not on the Agenda

The Board shall not discuss or take action on any item that does not appear on the posted agenda except that the Board may act on items not on the agenda to address emergency situations, subsequent need items, and hold-over items from a continued previous meeting held within the prior five days. The Board may also respond to public comments and make announcements.

SECTION: 4000 – BOARD OF DIRECTORS
POLICY TITLE: Board Meeting Conduct
POLICY NUMBER: 4210
DATE ADOPTED: November 13, 2025
DATE REVISED: N/A



4210.1 Rules of Order

Meetings of the Board of Directors shall be conducted by the President in a manner consistent with the policies of the District. Policy No. 4230, “Rules of Order for Board and Committee Meetings,” shall be used as a general guideline for meeting protocol.

4210.2 Agenda Timing

All Board meetings shall commence at the time stated on the agenda and shall be guided by same. The placement of an item on the agenda shall not be deemed a requirement that the items proceed in any particular order. The Board President, with concurrence of a majority of the Board, may alter the order in which agenda items shall be considered for discussion and/or action by the Board.

4210.3 Conduct of Meetings

The following concepts shall be applied to Board meetings:

- a. The meetings shall be conducted in an open and fair manner.
- b. Members of the public shall be given ample opportunity to participate in the meetings.
- c. Due process principles shall apply to quasi-judicial proceedings, or as otherwise required by law.
- d. The meetings shall proceed in a manner that enables the Board to consider problems to be solved and make wise decisions intended to solve the problems.
- e. The Board may receive, consider and take any needed action with respect to reports of accomplishment of District operations.
- f. Noticed public hearings shall be conducted in an orderly fashion, with the Board President establishing the order of the proceedings.
- g. The Board may weigh and determine the credibility of evidence and public comment.

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POLICY TITLE: Board Meeting Conduct
POLICY NUMBER: 4210
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4210.4 Public Comment

Public comment on items on the agenda, and general public comment at a regular Board meeting for matters within the jurisdiction of the Board of Directors, shall be as followed:

- a. Three minutes may be allotted to each speaker and a maximum of 20 minutes to each subject matter.
- b. The Board president may allow additional time per speaker and/or per subject when necessary for a full and fair proceeding.
- c. No disruptive conduct shall be permitted at any Board meeting. Persistence in disruptive conduct shall be grounds for summary termination, by the Board President, of that person's privilege of address.
- d. The Board may require public comment specific to items on the agenda be made at the time when the agenda item is considered.

4210.5 Disruption of Meetings

Willful disruption of any of the meetings of the Board of Directors shall not be permitted. If the President finds that there is willful disruption of any meeting of the Board, he/she may do the following:

- a. Notify the disrupting individual or group to immediately stop the conduct or they will be asked to leave the meeting if the behavior continues.
- b. If the behavior continues after notice, order the disrupting individuals out of the room and conduct the Board's business without them present.
- c. In cases of extreme disruption, clear the room of all members of the public, and conduct the Board's business without them present.
- d. Duly accredited representatives of the news media, whom the President finds not to have participated in the disruption, shall be permitted to remain in the meeting.

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POLICY TITLE: Board Meeting Conduct
POLICY NUMBER: 4210
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- e. In some circumstances, an advance restrictive order may be obtained in order to place limitations on an individual’s attendance at public meetings when there is a credible threat of violence from that person.

SECTION: 4000 – BOARD OF DIRECTORS
POLICY TITLE: Brown Act
POLICY NUMBER: 4215
DATE ADOPTED: November 13, 2025
DATE REVISED: N/A



4215.1 The Brown Act

The Legislature adopted the Brown Act, commonly referred to as California’s “Open Meetings Laws” in 1964. The Brown Act is contained in Government Code section 54950 et seq. The Brown Act is broadly construed and compliance is constitutionally mandated.

4215.2 Compliance with Brown Act

All meetings of the Board of Directors shall comply with the Brown Act.

- a. Meetings occur whenever the majority of the Board of Directors meets to discuss District business.
- b. Member of the Board includes newly elected and appointed officials prior to assuming office.
- c. All Board meetings shall be open and freely accessible to the public, including those with disabilities.
- d. Meetings through the use of intermediaries, serial communications, or emails are prohibited.
- e. The Board shall only take action during a properly noticed meeting.

4215.3 Committees

Committees created by formal action of the Board shall comply with the Brown Act

4215.4 Use of Social Media

A majority of the members of the Board are prohibited from using a social media platform to discuss agency business of a specific nature among themselves.

- a. Additionally, members of the Board may not respond directly to any communication from another member on an internet-based social media platform regarding a matter within their subject-matter jurisdiction.

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POLICY TITLE: Brown Act
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- b. Social media may be used for answering questions or providing information to the public as well as to solicit information from the public regarding a matter that is within the subject matter jurisdiction of the legislative body.
- c. The use of “emojis” or interaction in a manner similar to using the “like” button could constitute discussion among members of the legislative body.
- d. A member of the Board is not prohibited from commenting on, forwarding or “liking” a post made by a member of the public, as long as those comments do not become a discussion of agency business “of a specific nature” among a majority of the members of the legislative body

SECTION: 4000 – BOARD OF DIRECTORS
POLICY TITLE: Minutes of Board Meetings
POLICY NUMBER: 4220
DATE ADOPTED: November 13, 2025
DATE REVISED: N/A



4220.1 Duty to Keep Minutes

The Secretary of the Board of Directors shall keep minutes of all regular and special meetings of the Board.

- a. Copies of a meeting's minutes shall be distributed to Directors as part of the information packet for the next regular meeting of the Board, at which time the Board will consider approving the minutes as presented or with modifications. Once approved by the Board, the official minutes shall be kept in a fireproof vault or in a fire-resistant, locked cabinet.
- b. Unless directed otherwise, an audio tape recording of regular and special meetings of the Board of Directors will be made. The device upon which the recording is stored shall be kept in a fireproof vault or in fire-resistant, locked cabinet for a minimum of 60 days. Members of the public may inspect recordings of Board meetings without charge on a playback machine that will be made available by the District.
- c. Motions, resolutions or ordinances shall be recorded in the minutes as having passed or failed. The motion makers, and individual votes will be recorded. A unanimous vote shall be recorded as a vote in favor by each member.
- d. All board motions, resolutions and ordinances adopted by the Board shall be numbered consecutively, starting new at the beginning of each year.
- e. In addition to other information that the Board may deem to be of importance, the following information (if relevant) shall be included in each meeting's minutes:
 - Date, place and type of each meeting;
 - Directors present and absent by name;
 - Administrative staff present by name;
 - Call to order;
 - Time and name of late arriving Directors;
 - Time and name of early departing Directors;
 - Names of Directors absent during any agenda item upon which action was taken;

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POLICY TITLE: Minutes of Board Meetings
POLICY NUMBER: 4220
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- Summary record of staff reports;
- Summary record of public comment regarding matters not on the agenda, including names of commentators, if available;
- Approval of the minutes or modified minutes of preceding meetings;
- Approval of financial reports;
- Complete information as to each subject of the Board’s deliberation;
- Record of the vote of each Director on every action item for which the vote was not unanimous;
- Board motions, resolutions and ordinances described as to their substantive content and sequential numbering;
- Record of all contracts and agreements, and their amendment, approved by the Board;
- Approval of the annual budget;
- Approval of all polices, rules and/or regulations;
- Approval of all dispositions of District assets;
- Approval of all purchases of District assets; and,
- Time of meeting’s adjournment.

SECTION: 4000 – BOARD OF DIRECTORS
POLICY TITLE: Review of Decisions
POLICY NUMBER: 4225
DATE ADOPTED: November 13, 2025
DATE REVISED: N/A



4225.1 Code of Civil Procedure § 1094.6

The provisions of California Code of Civil Procedure §1094.6 shall be applicable to judicial review of all administrative decisions of the Board of Directors pursuant to the provisions of §1094.5 of said code. The provisions of §1094.6 shall prevail over any conflicting provision and any otherwise applicable law, rule, policy or regulation of the District, affecting the subject matter of an appeal.

- a. In accordance with §1094.6, the time to seek judicial relief shall be 90 days following the date in which the Board’s decision becomes final.
- b. No person aggrieved by a Board decision shall be allowed to seek judicial relief unless they shall have first raised that issue before the Board and provided the Board with an opportunity to address the issue.
- c. No person aggrieved by a Board decision shall be allowed to seek judicial relief unless they shall have first exhausted all available administrative remedies made available by the District.

4225.2 Applicability

This policy affects those administrative decisions rendered by the Board of Directors following a proceeding at which notice and an opportunity to be heard has been provided.

4225.3 Purpose

The purpose of this policy is to ensure efficient administration of the District, and the expeditious review of decisions rendered by the Board of Directors.

4225.4 Claims

Nothing in this policy shall be deemed to waive the claims filing requirements of the District when damages are being sought.

SECTION: 4000 – BOARD OF DIRECTORS
POLICY TITLE: Rules of Order for Conduct of Board and Committee Meetings
POLICY NUMBER: 4230
DATE ADOPTED: November 13, 2025
DATE REVISED: N/A



4230.1 General

Action items shall be brought before and considered by the Board by motion in accordance with this policy. These rules of order are intended to be informal and applied flexibly. The Board prefers a flexible form of meeting and, therefore, does not conduct its meetings under formalized rules - Robert's Rules of Order.

- a. If a Director believes order is not being maintained or procedures are not adequate, then they should raise a point of order - not requiring a second - to the President. If the ruling of the President is not satisfactory to the Director, then it may be appealed to the Board. A majority of the Board will govern and determine the point of order.

4230.2 Obtaining the Floor

Any Director desiring to speak should address the President and, upon recognition by the President, may address the subject under discussion.

4230.3 Motions

Any Director, including the President, may make or second a motion. A motion shall be brought and considered as follows:

- a. A Director makes a motion; another Director seconds the motion; and the President states the motion.
- b. Once the motion has been stated by the President, it is open to discussion and debate. After the matter has been fully debated, and after the public in attendance has had an opportunity to comment, the President will call for the vote.
- c. If the public in attendance has had an opportunity to comment on the proposed action, any Director may move to immediately bring the question being debated to a vote, suspending any further debate. The motion must be made, seconded, and approved by a majority vote of the Board.

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POLICY TITLE: Rules of Order for Conduct of Board and Committee Meetings
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4230.4 Secondary Motions

Ordinarily, only one motion can be considered at a time and a motion must be disposed of before any other motions or business are considered. There are a few exceptions to this general rule, though, where a secondary motion concerning the main motion may be made and considered before voting on the main motion.

- a. Motion to Amend: A main motion may be amended before it is voted on, either by the consent of the Directors who moved and seconded, or by a new motion and second.
- b. Motion to Table: A main motion may be indefinitely tabled before it is voted on by motion made to table, which is then seconded and approved by a majority vote of the Board.
- c. Motion to Postpone: A main motion may be postponed to a certain time by a motion to postpone, which is then seconded and approved by a majority vote of the Board.
- d. Motion to Refer to Committee: A main motion may be referred to a Board committee for further study and recommendation by a motion to refer to committee, which is then seconded and approved by a majority vote of the Board.
- e. Motion to Close Debate and Vote Immediately: As provided above, any Director may move to close debate and immediately vote on a main motion.
- f. Motion to Adjourn: A meeting may be adjourned by motion made, seconded, and approved by a majority vote of the Board before voting on a main motion.

4230.5 Decorum

- a. The President shall take whatever actions are necessary and appropriate to preserve order and decorum during Board meetings, including public hearings, and in accordance with Policy Number 4210.
- b. The President may also declare a short recess during any meeting.

SECTION: 4000 – BOARD OF DIRECTORS
POLICY TITLE: Rules of Order for Conduct of Board and Committee Meetings
POLICY NUMBER: 4230
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- c. In some circumstances, an advance restrictive order may be obtained in order to place limitations on an individual’s attendance at public meetings when there is a credible threat of violence from that person.

4230.6 Amendment of Rules of Order

By motion made, seconded and approved by a majority vote, the Board may, at its discretion and at any meeting: a) temporarily suspend these rules in whole or in part; b) amend these rules in whole or in part; or, c) both

SECTION: 4000 – BOARD OF DIRECTORS
POLICY TITLE: Types of Board Meetings
POLICY NUMBER: 4235
DATE ADOPTED: November 13, 2025
DATE REVISED: N/A



4235.1 Regular Meetings

Regular meetings of the Board of Directors shall be held on the second Thursday of each calendar month at 9:00 am in the District office, 828 7th Street, Eureka, California, 95501. The date, time and place of regular Board meetings may be reconsidered annually at the annual organizational meeting of the Board, or such other time as the Board may determine due to a change in District needs and circumstances.

- a. An agenda shall be prepared and posted at least 72 hours before the meeting.
- b. Notice of the meeting shall be provided to the local newspaper and any other media outlet or person who has requested to receive notices of meetings by serving a copy of the agenda at least 72 hours before the meeting.

4235.2 Special Meetings

Special meetings of the Board of Directors may be called by the Board President or by a majority of the Board.

- a. All Directors shall be notified of the special Board meeting and the purpose or purposes for which it is called. Notice of the meeting shall be in writing, received by them at least 24 hours prior to the meeting.
- b. An agenda shall be prepared and posted at least 24 hours before the meeting and shall be delivered with the notice of the special meeting to the Board of Directors.
- c. Notice of the meeting shall be provided to the local newspaper and any other media outlet or person who has requested to receive notices of meetings by serving a copy of the agenda at least 24 hours before the meeting.
- d. Only those items of business listed in the call for the special meeting shall be considered by the Board at any special meeting.

SECTION: 4000 – BOARD OF DIRECTORS
POLICY TITLE: Types of Board Meetings
POLICY NUMBER: 4235
DATE ADOPTED: November 13, 2025
DATE REVISED: N/A



4235.3 Emergency Meetings

In the event of an emergency situation involving matters upon which prompt action is necessary, the Board of Directors may hold an emergency meeting without complying with the 24-hour notice requirement. An emergency situation means either, as determined by a majority of the Board: (1) a work stoppage, crippling activity, or other activity that severely impairs public health or safety; or (2) a crippling disaster, mass destruction, terrorist act, or threatened terrorist activity that poses immediate and significant peril (a dire emergency).

- a. When possible, notice shall be provided to the media outlets by telephone at least one hour before the meeting.
- b. Actions taken during an emergency meeting shall be by roll call vote.
- c. The Board may meet in closed session if agreed to by 2/3 vote of the members present, or if less than 2/3 present, by unanimous vote.
- d. Following an emergency meeting, the minutes of the meeting, a list of persons notified or attempted to be notified of the meeting, and actions taken must be posted for ten (10) days in a public place.

4235.4 Adjourned Meetings

A majority vote of the quorum of the Board of Directors may adjourn any Board meeting at any place in the agenda to a time and place specified in the order of adjournment, except that if no quorum is present or no Directors are present at any regular or adjourned regular meeting, the Board president or General Manager may declare the meeting adjourned to a stated time and place. Notice of the adjourned meeting shall be posted on or near the door of the meeting within 24 hours after the adjournment and the adjourned meeting shall be noticed in the same manner as a special meeting.

4235.5 Annual Organizational Meeting

The Board of Directors shall hold an annual organizational meeting at its regular meeting in even numbered years, in the month of December. At this meeting the Board will elect a

SECTION: 4000 – BOARD OF DIRECTORS
POLICY TITLE: Types of Board Meetings
POLICY NUMBER: 4235
DATE ADOPTED: November 13, 2025
DATE REVISED: N/A



President, Vice President and Treasurer from among its members to serve during the coming calendar year.

SECTION: 4000 – BOARD OF DIRECTORS
POLICY TITLE: Board Member Teleconferencing
POLICY NUMBER: 4240
DATE ADOPTED: November 13, 2025
DATE REVISED: N/A



4240.1 Policy

The foregoing policy (“Policy”) shall govern the Agency’s use of teleconferencing for the attendance at Meetings of the members of its Legislative Bodies. The Global Teleconference Policies (Article III) and Standard Teleconferencing Procedures (Article IV) shall apply in all instances, except when (1) a Board member has either “just cause” or an “emergency circumstance” so as to permit the use the Expanded Teleconferencing Procedures (Article V) or (2) a State of Emergency issued by the California Governor is in effect sufficient to trigger the use of the Emergency Teleconferencing Procedures (Article VI).

4240.2 Definitions

Unless otherwise defined herein, the following definitions shall apply to this policy:

- a. Agency – shall refer to the public agency that is the subject of this Policy.
- b. Brown Act / Ralph M. Brown Act – shall reference to Chapter 9 (commencing with Section 54950) of Part 1 of Division 2 of Title 5 of the California Government Code, known as the “Ralph M. Brown Act” pursuant to Government Code section 54950.5, as such shall be amended from time to time.
- c. Legislative Body – shall have the same meaning as provided by Government Code section 54952, including the Agency’s governing board.
- d. Member – shall have the same meaning as provided by Government Code section 54952.1.
- e. Meeting — shall have the same meaning as provided by Government Code section 54952.2.
- f. State – shall mean the State of California.
- g. State of Emergency – shall mean a state of emergency proclaimed by the California Governor or such others as may be empowered pursuant to Section 8625 of the California Emergency Services Act, as set forth in Article 1 (commencing with Section 8550) of Chapter 7 of Division 1 of Title 2 of the California Government Code.
- h. Teleconferencing – attendance from different locations, other than the physical location of a meeting, by way of an audio device, whether it be telephone, audio-only internet connection, or otherwise.

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POLICY TITLE: Board Member Teleconferencing
POLICY NUMBER: 4240
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- i. Videconferencing – attendance from different locations, other than the physical location of a meeting, by way of a dual audio and visual device, whereby participants can be both seen and heard. For purposes of this policy, videoconferencing may include attendance by way of a single device or software package, or attendance via an audio-device with synced camera or webcasting.

4240.3 Global Teleconferencing Policies

At the discretion of the Legislative Body and/or the General Manager, any employee, consultant, vendor, or individual presenting or attending a Meeting of a Legislative Body, other than a Member of the Legislative Body, shall be permitted to attend via teleconference or videoconference without compliance with the rules or conditions set forth herein. Members of a Legislative Body, inclusive of the governing board members and other committees or bodies required to comply with the Brown Act, may only participate via teleconference or videoconference as permitted by the foregoing policies.

To the extent a Member desires to attend a Meeting via teleconference or videoconference, the Member shall generally be required to comply with the foregoing “Standard Teleconferencing Procedures” (Article IV) unless the circumstances exist to justify the use of the “Expanded Teleconferencing Procedures” (Article V) or “Emergency Teleconferencing Procedures” (Article VI).

A Member not in compliance with any such procedures, as applicable, shall not be permitted to attend a Meeting via Teleconference or Videoconference for any purpose, whether to participate in or listen to such meeting.

In all instances in which a Member is attending a Meeting via teleconference or videoconference, teleconferencing or videoconferencing, the Legislative Body shall:

- a. Take all votes by roll-call;
- b. Conduct the meeting in a manner that protects the statutory and constitutional rights of the parties and public appearing before the Legislative Body;
- c. Provide notice and post agendas as otherwise required by the Brown Act;
- d. Permit members of the public access to the meeting and an opportunity to address the Legislative Body as required by the Brown Act.

SECTION: 4000 – BOARD OF DIRECTORS
POLICY TITLE: Board Member Teleconferencing
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DATE REVISED: N/A



4240.4 Standard Teleconferencing Procedures

A Member may attend a Meeting via teleconference or videoconference if the following conditions are satisfied:

- a. At least a quorum of the members of the Legislative Body participate in the meeting from locations within the boundaries of the agency;
- b. The agenda posted for the Meeting is posted at all teleconference locations, each of which are identified in the notice and the agenda for the meeting;
- c. Each teleconference location is accessible to the public, and the public is permitted to comment at each teleconference location.

4240.5 Expanded Teleconferencing Procedures

A Member may attend a Meeting via videoconference only (teleconference will not be permitted under these procedures), without the need to comply with the Standard Teleconferencing Procedure requirements to notice and post at the agenda locations or make such locations accessible to the public, if the following conditions are satisfied:

- a. At least a quorum of the members of the Legislative Body participate in-person from a single physical location accessible to the public, which is within the boundaries of the agency and clearly identified in the posted agenda;
- b. The public is permitted to attend the meeting either by teleconference or videoconference in a manner such that the public can remotely attend and offer real-time comment during the meeting;
- c. Notice of the means by which the public can remotely attend the meeting via teleconference or videoconference and offer comment during the meeting is included within the posted agenda;
- d. The Member(s) attending remotely have either “emergency circumstance” or a “just cause” that justifies their attendance via videoconference. A Member shall have an “emergency circumstance” if such participation is due to a physical or family medical emergency that prevents the Member from attending in person. A Member shall only have “just cause” for remote attendance if such participation is for one of the following reasons:

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- 1) To provide childcare or caregiving need to a child, parent, grandparent, grandchild, sibling, spouse, or domestic partner, with such terms having the same meaning as those terms are defined in Government Code section 12945.2;
 - 2) Due to a contagious illness that prevents the Member from attending in-person;
 - 3) Due to a need related to a physical or mental disability as defined in Government Code sections 12926 and 12926.1 not otherwise accommodated; and
 - 4) Due to travel while on official business of the Legislative Body or another state or local agency;
- e. The Member(s) have not attended a meeting remotely on the basis of “just cause” for more than two meetings in the current calendar year; and
- f. The Member(s) have not attended a meeting remotely on the basis of “just cause” or “emergency circumstance” for more than three consecutive months or more than in a calendar year.
- g. The Legislative Body has, and has implemented, a procedure for receiving and swiftly resolving requests for reasonable accommodation for individuals with disabilities, consistent with the federal Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12132), and resolving any doubt in favor of accessibility. In each instance in which notice of the time of the meeting is otherwise given or the agenda for the meeting is otherwise posted, the Legislative Body shall also give notice of the procedure for receiving and resolving requests for accommodation.

4240.6 Notification Procedure

In order to utilize the Expanded Teleconference Procedures, a Member shall:

- a. For an “emergency circumstance,” request to participate at a meeting due to an “emergency circumstance” as soon as possible, preferably before the posting of the agenda but up to the start of the meeting, with such request including a general description of the circumstances relating to their need to appear remotely at the given meeting, though any description for emergency circumstances need not exceed 20 words and need not include any medical diagnosis or disability or personal medical information exempt from disclosure by law;

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- b. For a “just cause” circumstance, notify the Legislative Body at the earliest opportunity, including at the start of a regular meeting, of their need to participate remotely for just cause, including a general description of the circumstance relating to their need to appear remotely at the given meeting;
- c. The Member shall publicly disclose at the meeting before any action is taken whether any other individuals 18 years of age or older are present in the room at the remote location with the member, and the general nature of the Member’s relationship with such individuals;
- d. Participate through videoconferencing, with both audio and visual technology.

4240.7 Approval Procedure

Upon receipt of a request from a Member to utilize the Expanded Teleconference Procedures, the Legislative Body shall:

- a. Take action by majority vote on a request to participate remotely due to an “emergency circumstance” at its earliest opportunity, which may be taken as a noticed agenda item or as an added item if sufficient time was not provided to place the proposed action on the agenda;
- b. In the event of a disruption that prevents the broadcast of the meeting to members of the public, or in the event of a disruption within the Agency’s control that prevents members of the public from offering public comment using the teleconferencing or videoconferencing options, take no further action during a meeting until such access is restored.

4240.7 Miscellaneous Provisions

With respect to the Standard Teleconferencing Procedures, Expanded Teleconferencing Procedures, and Emergency Teleconferencing Procedures set forth herein, such are intended to comply with Government Code sections 54953(b), (f), and (e), respectively, and, as such, in the event of a conflict between this Policy and such statutory provisions, the statutory provisions shall control and be implemented as if set forth in full in this Policy.



ITEM: Consider Approval of the Fence Installation Contract at the Eureka Office

PRESENTED BY: Chris Harris, Director of Finance and Human Resources

TYPE of ITEM: ACTION

TYPE of ACTION: General Vote – Consent Calendar

Recommendation

Staff recommend the Board authorize the General Manager to execute a contract with Humboldt Fence Company not to exceed \$71,000 for the purchase and installation of a security fence surrounding the Eureka office building. The reallocation of funds was approved at the November 13, 2025, Regular Board Meeting.

Discussion

As discussed at the November Regular Board Meeting, Eureka office staff have experienced repeated incidents involving individuals on District property exhibiting aggressive, unpredictable behavior and regular, daily drug use. Staff routinely clean up drug paraphernalia including used syringes, discarded garbage, abandoned clothing, and human excrement. Since the November Regular Board Meeting, the Eureka Police Department has been called a dozen times and have also voluntarily come by the office several times in the morning without being called.

Due to the on-going security issues, Eureka office staff (6 staff members) routinely lose between 10-45 minutes of productive time each morning while waiting for safe access to the building.

Based on guidance by the Eureka Police Chief, management continues to support a phased approach: fence installation, vegetation removal, tree limbing, and bench removal. Following implementation, staff will assess the need for additional lighting and cameras. Security fencing will establish a defined perimeter, enhance physical security, mitigate identified safety risks, and address employee safety concerns.

Since the November Board Meeting, the District has received an additional quote (two total) for perimeter fencing, one for \$84,000 and one for \$70,900. The preferred quote (Attachment 1) and draft contract (Attachment 2) has been attached for review.

Alternatives

The District could defer this project until the FY27 budget year, delaying implementation approximately one year and likely increasing **safety concerns and project costs**.

Fiscal Analysis

Unused funds (approximately \$40,000) remaining from the On-Site Generation of Chlorine Project (OSG) will be reallocated and the balance of the necessary funds (approximately \$31,000) be temporarily allocated from General Reserves. The General Reserves will be replenished during a future reallocation process.

Environmental Requirements

N/A

Exhibits/Attachments

Attachment 1 – Humboldt Fence Company Quote
Attachment 2 – Contract for Humboldt Fence Company



"quality at a reasonable price"

CA CONT LIC # 808339

DIR# 1000003061

Humboldt Bay Municipal Water Dist
Attn: Ryan
828 7th St.
Eureka, Ca. 95501

November 12, 2025

Scope of Work

- Installation of 6' ornamental fencing w/gates:
Approx. 315' of 6' tall classic press-point black ornamental fencing:
(1) 3' wide x 6' tall swing gate with standard latch & additional gate late to prop gate open during business hours (J St. side)
(1) 8' wide x 6' tall rolling gate with standard latch, for 7th St. access for gate latch to be located on inside of gate/fence, will require modification of existing handrail (7th St. side)
Groove wheel & v-track system attached to existing concrete
(1) 8' wide double swing gate with latch, one side will require additional latch open during business hours & used as ADA entrance from alley side
Posts on alley side will be plated to existing concrete sidewalk & set back 2.5' from sidewalk edge
All gates with mechanical latch hardware
TOTAL COST INCLUDES PREVAILING WAGE: \$65,050.00
OPTION: A) LOCINOX MECHANICAL ADA GATE LEVER W/KEYPAD \$1,550.00
B) LOCINOX ADA GATE LEVER W/KEYPAD FOR SLIDE GATE \$1,550.00
C) TRIOLGY 4100 ELECTRONIC ADA LEVER W/CARD READER \$2,750.00

If you have any questions or would like to schedule this job, please call at the above number. Thank you for choosing Humboldt Fence Company

Date

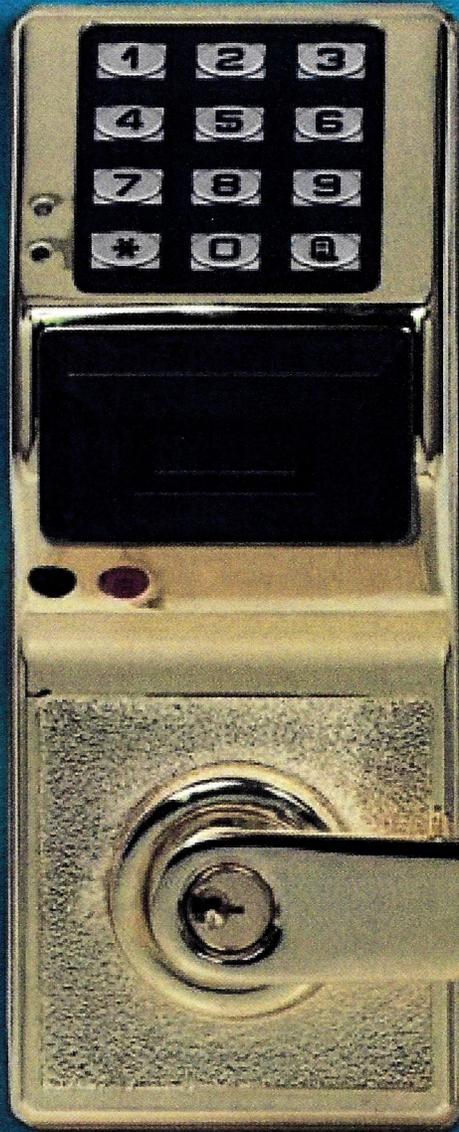
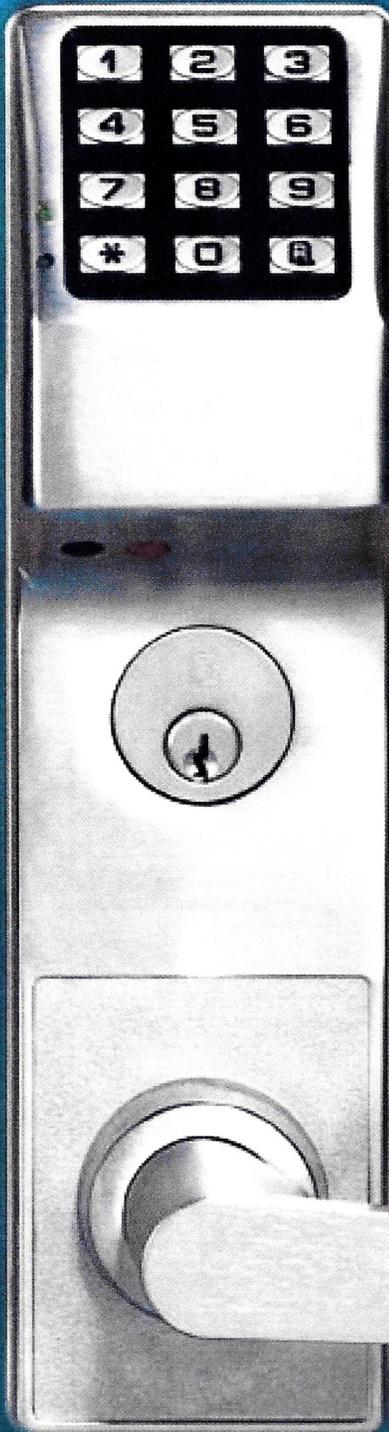
Mark Marquez
Humboldt Fence Company

"UNDER THE MECHANIC LIEN LAW (CALIFORNIA CODE OF CIVIL PROCEDURE, SUBSECTION 1181 ET SEQ.) ANY CONTRACTOR, SUBCONTRACTOR, LABORER, SUPPLIER OR OTHER PERSON WHO HELPS TO IMPROVE YOUR PROPERTY BUT IS NOT PAID FOR HIS WORK OR SUPPLIES, HAS A RIGHT TO ENFORCE A CLAIM AGAINST YOUR PROPERTY. THIS MEANS THAT, AFTER A COURT HEARING, YOUR PROPERTY COULD BE SOLD BY A COURT OFFICER AND THE PROCEEDS OF THE SALE USED TO SATISFY THE INDEBTEDNESS. THIS CAN HAPPEN EVEN IF YOU HAVE PAID YOUR OWN CONTRACTOR IN FULL IF THE SUBCONTRACTOR, LABORER OR SUPPLIER REMAINS UNPAID. BUYER HAS THE RIGHT TO REQUIRE CONTRACTOR TO HAVE A PERFORMANCE OR PAYMENT POND. THE COST TO OBTAIN SUCH BOND IF REQUIRED WILL BE ADDED TO THE AMOUNT CURRENTLY SHOWN ON THIS CONTRACT. IN THE STATE OF CALIFORNIA: CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTORS STATE LICENSE BOARD. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR OF THE BOARD WHOSE ADDRESS IS: CONTRACTORS STATE LICENSE BOARD P.O. BOX 26000, SACRAMENTO, CA 95826 WHERE EXTENDED PAYMENT TYPE FINANCING IS INVOLVED EACH CONTRACT IS ACCEPTED WITH THE PROVISIONS THAT SATISFACTORY FINANCING BE SECURED FOR ALL PARTIES THERETO. THE PURCHASER AGREES TO PAY ALL COURT COSTS AND REASONABLE ATTORNEY'S FEES INCURRED SHOULD LEGAL ACTION BE NECESSARY IN THE COLLECTION OF ANY UNPAID AMOUNT UNDER THIS CONTRACT. ALL PROPERTY LINES MUST BE PROPERLY MARKED BY THE OWNER. WE ASSUME NO RESPONSIBILITY WHATSOEVER FOR LOCATION OF PROPERTY LINES. MERCHANDISE REMAINS PROPERTY OF HUMBOLDT FENCE COMPANY UNTIL TOTAL AMOUNT AGREED UPON IS PAID IN FULL. HUMBOLDT FENCE COMPANY DOES NOT ASSUME RESPONSIBILITY FOR DAMAGE TO PLANTS, TREES, SHRUBS UNLESS SPECIFIED TO CREW BEFORE WORK COMMENCES, LAWNS WHEN HEAVY EQUIPMENT IS REQUIRED, SPRINKLER LINES, ELECTRICAL WIRE UNLESS POSTED, OR STAKED OUT, OR SHOWN TO CREW DURING THE ACTUAL INSTALLATION AT THE JOB SITE. HUMBOLDT FENCE COMPANY INVOICE IS DUE AND PAYABLE UPON COMPLETION OF PROJECT, 10% RETENTION MAY BE HELD UNTIL PROJECT IS COMPLETED PER THE CONTRACT SIGNED. IF CUSTOMER DOES NOT ALLOW CONTRACTOR TO FINISH THE PROJECT, FULL PAYMENT WILL BE REQUIRED NO MATER THE COMPLETION STATUS. PAYMENT DUE NET. 30 DAYS WITH INTEREST AT 3% PER MONTH AFTER 30 DAYS.

Accepted By _____ Date _____

Trilogy Locks – Protection anywhere. Reliability everywhere.

Trilogy® 4100/4500 Series electronic pushbutton locks with Privacy and Residency features in PIN or PIN/Prox models.



Press Button
to Lock

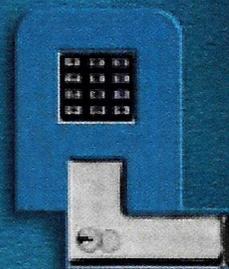


Presiona el
Boton para
Cerrar la
Puerta

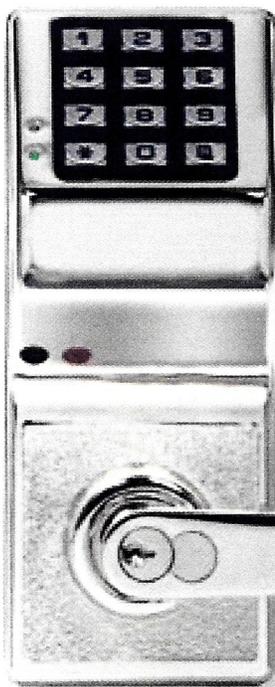
When Leaving,
Lock Door
With Card, Code or Key.



Quando Dejes
Tu Casa, Cierra
La Puerta con
La Tarjeta
o Llave.



ALARM LOCK



- **Field-proven, standalone rugged keyless locks with vandal-proof, all-metal keypad** No wiring; long-life battery operation. (Key override with IC core option.)
- **"Privacy" feature** ideal for bathrooms, dressing rooms, etc. With the push of a button on the back of the lock (inner door), the lock cannot be opened from the front entry side.
- **LED indicator on front** of the door will flash while privacy feature is active. Tri-colored LED indicator also shows code acceptance or denial (green or red, respectively), or low battery condition (yellow).
- **Programmable "Residency" feature** allows users to close the door behind them and have the lock remain unlocked until it is physically relocked with PIN or Prox device.

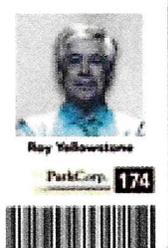
Standard model, shown in 26 polished chrome finish.

- **Users are individually programmed** to use a PIN or card only (PDL-prox models), or for the highest security - both card and code.
- **2000 3 to 6 digit user codes:** Master; manager; supervisor; basic users. (PDL-Prox models support up to 2000 Prox. ID cards/fobs or codes.) One-time service codes. Total user lockout code. Keypad lockout after numerous attempts to "guess" codes.
- **Weatherproof for use inside and out** even in weather extremes from -31 degrees below to 151degrees F on both sides of the door.
- **Fingertip (keypad) or Windows PC-programmable**
- **Scheduled Events:** Real time clock enables up to 500 scheduled events and holiday schedules. Program to lock/unlock; disable/enable users; 4 built-in time schedules
- **Audit Trail with Time/Date Stamp Log:** Up to 40,000 event Audit Trail with printed time/date-stamped log of all electronic activity can be reported from the lock including user entry, unlock/lock events, program mode changes, user entry, keypad lockout, remote release events, unauthorized code attempts, etc., by using the AL-IR1 (infrared printer), the AL-DTM (data transfer module) or PCI2 (PC interface). Program data transferred to lock via AL-PCII (PC interface) or (AL-DTMII data transfer module). (see back cover)
- **"First-Manager-in"** controls three (3) different features: Passage mode, group of users and relay options
- **Non-volatile memory** of both programming and audit trail activity
- **Programmable Form C Relay functions** for schedules of manual control of CCTV, lighting, ambush function, alarm system, etc.
- **Iconic bilingual Privacy and Residency Instructional Signs supplied with lock** For use on inside door to give operational use, in English and Spanish language. (shown on cover)

Privacy and residency features have been added to Trilogy, the fastest growing line of electronic keyless pushbutton locks.



Prox Mortise model (shown in 26D satin chrome) accepts most HID Proximity cards and keyfobs. Cards can be enrolled via the lock, card reader module or PC.

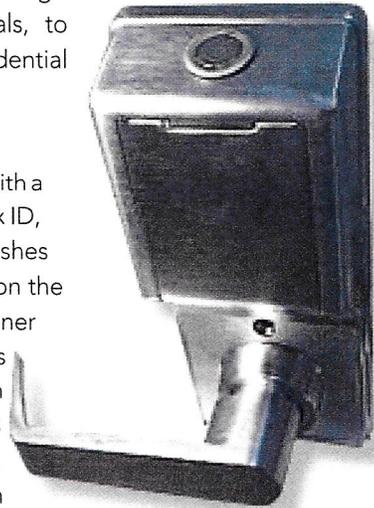


Trilogy 4100/4500 Series with Privacy and Residency features

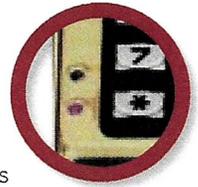
Alarm Lock, the leader in electronic pushbutton standalone locks, introduces Trilogy® Electronic Digital Privacy Locks. The 4100 and 4500 Series, in cylindrical and mortise lock styles, respectively, are available in PIN or PIN/Prox Card models, and can be used in any application large or small, from businesses and hospitals, to retail stores & schools, and from residential units to single family homes.



PRIVACY: After entering with a PIN pass code or Prox ID, the user simply pushes the privacy button on the back of the lock (inner door). Doing so assures privacy, as the lock will not open from the front entry side, until the user exits (the door is reopened from the inside), or optionally, the privacy session "times-out" following a preset duration.



During any privacy-session, the red LED on the outer, keypad-side of the door will flash to indicate that the room is occupied. When exiting the room, the occupant simply leaves



normally. As an added safeguard, this exit sequence, triggered by the rotation of the inside handle, will also enable a three second delay, before it will accept an additional signal from the privacy button (eliminating inadvertent privacy-locking).

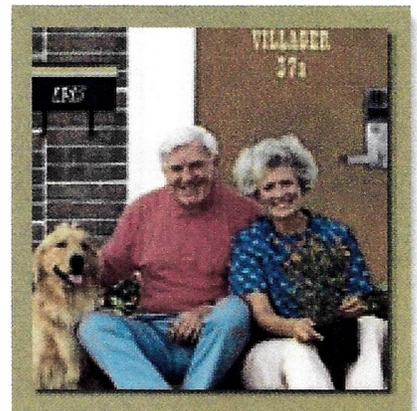
RESIDENCY: For residency applications, where accidental resident lock-outs are a concern, or where frequent trips in and out make unlocking the door with code or card each time impractical, the residency feature can also be turned on at the lock's keypad. This programmable "Residency" feature allows users to exit their premises, closing the door behind them and the lock will remain unlocked until it is physically, consciously relocked, with Prox ID or keyfob or PIN. This free-exit/passage mode enabled by the residency feature is a welcome convenience for those needing to make several trips in and out of a unit, room or building, and is likewise ideal for residents who, may repeatedly find themselves unintentionally locked out without their Prox ID or fob (or code), for example, upon momentarily stepping out the front door, to pick up their mail or newspaper only to have the door accidentally lock behind them.

Trilogy electronic pushbutton standalone privacy locks, ideal anywhere key-free, temporary sessions of privacy are required:

- Single-occupancy restrooms
 - Dressing rooms
 - Darkrooms
- Hospital on-call/sleeping rooms
 - Executive offices
- Confidential file rooms
 - And more



New privacy feature and keyless convenience are ideal for bathrooms or dressing rooms.



Residency feature prevents accidental occupant lock-outs.

4100 Cylindrical Specifications

Operation: Authorized digital code or prox technology ID allows lever to retract latch. Inside lever is always in passage mode and permits instant egress.

Operating Temperature: Weatherproof lock with operating range from -31 degrees below to 151degrees F.

Keypad: Weatherproof, all-metal, 12-button programmable for multi-level access functions. Proximity antenna housing molded of ultra high strength, impact resistant Lexan®.

Programming: Locking modes, event schedules, group or individual user codes, master and management codes, passage and emergency or service code, lockout and remote override capability and allowable entry time (3, 10 or 15 seconds), etc. are programmable through the keypad, the AL-DTM (data transfer module) or Alarm Lock DL – Windows PC Software.

Audit Trail: Lock's activity log can be extracted by using the AL-DTM (data transfer module), the AL-PCI (PC interface) and/or can be on-site printed using the AL-IR1 (hand-held infrared printer)

Power: 5AA alkaline batteries, furnished. Audible low battery alert, visual and audible entry indicators; 60,000 cycles, typical.

Door Thickness: 1 5/8" to 1 7/8" standard. For 1 3/8" doors use S6072 spacers. For other thickness', please consult factory.

Backset: 2 3/4" standard. 2 3/8" backset also available.

Door Prep: Standard ANSI A115 Series Prep modified by adding additional through-bolt holes.

Cylinder: Solid brass 6 pin tumbler cylinder keyed 5, SCI keyway, furnished in all K.O. models. Tailpieces for Schlage (HW580) & Lori (HW620) cylinders (furnished). Standard IC core models accept Arrow®, Best®, Falcon®, KSP® and Kaba Peaks® 6 or 7 pin IC core cylinders (not furnished). Alarm Lock tailpiece for use with IC core cylinders is furnished. IC core models prepped for Yale®, Medeco®, Corbin-Russwin®, Sargent® and Schlage® also available.

Strike: 1 1/8" x 2 3/4" T strike standard. With screws for wood or metal jambs. 1 1/4" x 4 7/8". ASA strike also included.

Finishes: US3 polished brass, US26D satin chrome, US26 polished chrome, US5 antique brass, plus special order finishes (including Durondic US10B).

Compliances: Grade I heavy duty cylindrical lockset. UL listed to the 10C Positive Pressure Specification.

Latchbolt is UL listed and 3-hour fire rated. FCC certified. ADA compliant levers.



Interchangeable Core Option, Special Core Preps available as well as Regal Handle Trim



4500 Mortise Specifications

Operation: Authorized digital code or prox technology ID (e.g HID card) enables outside lever to retract latchbolt, deadlocking latch and deadbolt (where applicable). Inside lever is always in passage mode and permits instant egress.

Operating Temperature: Weatherproof lock with operating range from -31 degrees below to 151degrees F.

Keypad: Rugged weather-resistant all-metal, 12-button programmable for multi-level access functions.

Programming: Locking modes, event schedules, group or individual user codes, master and management codes, passage and emergency or service code, lockout and remote override capability and allowable entry time (3, 10 or 15 seconds), etc. are programmable through the keypad, from the Data Transfer Module (AL-DTMII) or using any PC running Alarm Lock DL-Windows Software.

Audit Trail: Locks' entry activity log can be polled to the Data Transfer Module (AL-DTMII), any PC using DL-Windows Software, and/or can be on-site printed using the hand-held infrared printer (AL-IR1).

Power: 5AA alkaline batteries extended operations, furnished. Also optional AC auxiliary power using 6-12 volt power supply. Audible low battery alert, visual and audible entry indicators, 60.000 cycles, typical.

Door Thickness: Standard 1 3/4" (4.46cm) thickness. (Accepts 1 3/8" to 1 7/8" or 3.5 to 4.7 cm).

Backset: 2 3/4" (7.01 cm)

Door Prep: Standard ANSI 115.1 Mortise prep. modified with added through-bolt holes.

Cylinder: 1 3/8" (3.5cm) mortise cylinder supplied. 1 3/4" - 1 1/2" (3.5 - 3.82cm) mortise cylinders accepted. Classroom Models are supplied with cylinder with straight cam. Deadbolt Models are supplied with cylinder with cloverleaf cam.

Classroom Models: Feature stainless steel latchbolt with 3/4" (1.91 cm) projection and deadlocking latch.

Deadbolt Models: Feature stainless steel deadbolt with 1" (2.55 cm) projection, latchbolt with 3/4" (1.91 cm) projection and deadlocking latch. Deadbolt may be projected from key cylinder from outside door or tum-piece from inside door.

Interchangeable Cores: Will accept interchangeable core mortise cylinders with compatible cams. Not Supplied.

Trim: Standard Trilogy Handle Leverset (squared) or optional Regal curved lever handle.

Handling: Specify Right or Left hand when ordering. If reverse handing is required, lock is field reversible. See installation instructions for directions.

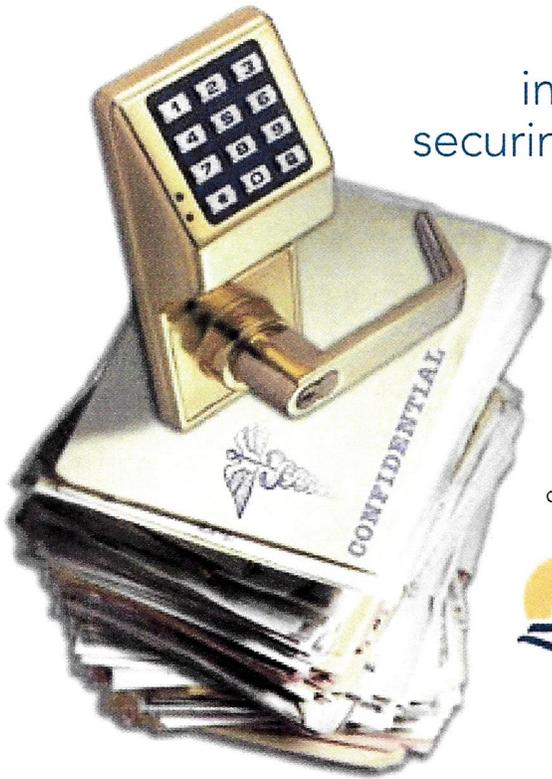
Strike: ASA strike supplied, matched to classroom or deadbolt function model & lock handing. Standard strike is 4 7/8" (12.43 cm) and includes combination wood/metal screws.

Finishes: US26D Satin Chrome, US5 Antique Brass, DS3 Polished Brass, US26 Polished Chrome and 10B Durondic.

Compliances: Steelcase lockbody meets BHMA specifications for Grade 1 locks. UL Listed to the IOC Positive Pressure Specification. Latchbolt is UL Listed, and 3-hour fire rated. FCC Certified. ADA compliant lever.



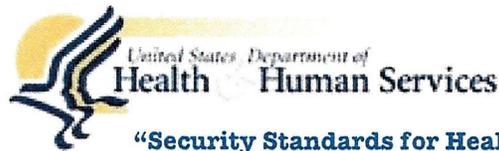
1 3/8" (3.5 cm) mortise cylinder supplied with the DL/PDL4500.



Trilogi provides a simple solution to implementing **HIPAA** regulations and securing private health information records with the minimum effort and fuss – guaranteed.

For all those who handle patient records:
Are they secure around the clock? Who accessed them, when?

Effective with April 2004's deadline, those who access these files must be logged for later reference. Trilogi locks by Alarm Lock are HIPAA compliant by design, citing chapter and verse, below:



“Security Standards for Health Information (Public Law 104-191; Item D, Section 1173) (1) Security Standards. – (shall) take into account:

About HIPAA (Health Insurance Portability and Accountability Act):

HIPAA (US Health and Human Services Law 104-191) is a statute enacted in 1996 by Congress to encourage national standards to protect the privacy of Personal Health Information (PHI). HIPAA Compliance, is required by institutions handling confidential patient records. The US Department of Health and Human Services issued the Privacy Rule to implement the requirements of HIPAA. This rule addresses the use and disclosure of individual's protected health information, as well as standards for individuals' privacy rights to understand and control how their health info. is used. **Deadlines for all Health Care Providers, including health plans, their administrators and their clearing houses, have now all expired.**

To comply, a covered entity must develop and implement policies and procedures that restrict access and uses of protected health information based on specific roles of the members of their workforce. They must identify the persons, or classes of persons in the workforce who need access to protected health information to carry out their duties, the categories of protected health information to which access is needed and any conditions under which they need the information to do their jobs.

“the value of audit trails in record systems.” (iv)

- Get 40,000 event audit trails from the Trilogi Lock locally or at your PC. Know who entered what door by date and time and name.

“the costs of security measures;” (ii)

- Trilogi locks: Economically and easily installed in less than an hour, retrofitting any lockset. No wires to run. Use inside or out, including weather extremes.
- 2000 user PINs or ID Cards supported at each lock.
- Self-contained, battery operated. No keys to manage. Key override including your choice of optional IC cores.

“the need for training persons who have access to health info.” (iii)

- Easy to use with 3 to 6 digit PINs. No user training required.
- Keypad programmable for master, management and user code hierarchy, with lockdown, group lockout or individual user code disable – tool-free.
- With one finger, managers can add authorized users and/or disable any staffer or ex-staffer's code in seconds, too--without delays and expense getting any keys back or rekeying locks.

To avoid fines of \$25,000 to \$250,000:

“covered entities (shall) provide records and compliance reports and cooperate with and permit access to information for investigation”

- Get hard copy records or store electronic files of up to 40K Audit trails and door access, example, door to medical records room A-M, by time, date and user. Query use with Trilogi's handheld printer or archive at your PC using Trilogi Windows.

“Data must be safeguarded ... Example: securing medical records with lock and key or pass code, and limiting access to keys or pass codes.”

The proven choice of more hospitals, firms and institutions –

Trilogi ...the market leader in advanced electronic pushbutton locks.

Cylindrical Trilogy

P/DL 41 00 IC /26D -Y

Model/Series:
DL41 = DL4100 Series
PDL 41 = PDL4100 Prox Series

Trim:
00 = Lever
75 = Regal Curved Lever

Special Order IC Prep:
-Y = Yale
-M = Medeco
-R = Sargent
-C = Corbin/Russwin
-S = Schlage

Cylinder:
IC = Standard Interchangeable Core Prep for Best, Falcon, Arrow, KSP
(Note: No "IC" indicates standard K.O. cylinder, supplied)

Finish:
/3 = US3 Polished Brass
/26 = US26 Polished Chrome
/26D = US26D Satin Chrome
/5 = US5 Antique Brass
/10B = Duronodic

Mortise Trilogy

P/DL 45 00 DB R /26D

Model & Series:
DL45 = DL4500 Mortise
PDL45 = PDL4500 Prox Mortise

Trim:
00 = Standard Lever
75 = Regal Curved Lever

Lock Body:
DB = Dead Bolt
CR = Class Room

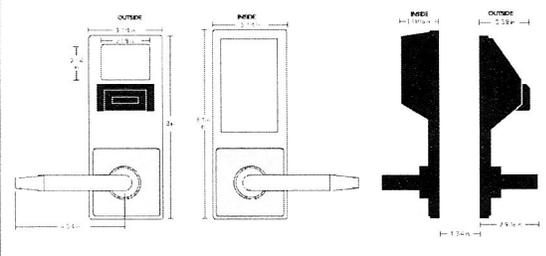
Finish:
/3 = US3 Polished Brass
/26 = US26 Polished Chrome
/26D = US26D Satin Chrome
/5 = US5 Antique Brass
/10B = Duronodic

Handing:

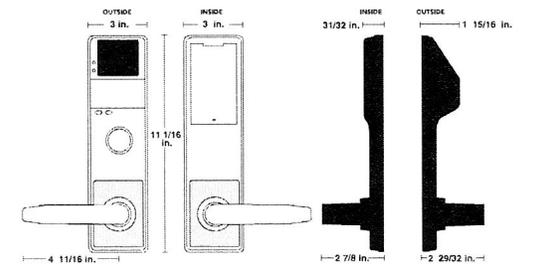
Your Door -	Order
Left Handed	L
Right Handed	R
Left Hand Reverse Bevel	R
Right Hand Reverse Bevel	L

(Note: Trim is non-handed. Lock body is field reversible.)

Prox shown



Standard shown



Trilogy Accessories



AL-DTMII Data Transfer Module: Module used to transfer program data from the PC to the keypad and receive Audit Trail from the keypad. Can send program data for up to 96 keypads.

Trilogy PC Software Kit AL-PC12. Windows-format software kit used to program Trilogy lock, codes, schedules, view audit trail reports. Kit includes DL-WINDOWS software and computer interface cable (required). Note: DL4100/4500 Series Trilogy Locks require DL-WINDOWS Software version 3.02 or higher. For software upgrade only order part no. DL-WINDOWS.

AL-IR1 Infrared Printer: Prints the event log and user code with hand-held convenience.

For Prox Models, AL-PRE: Prox Card Reader/Enroller Enables instant, automatic enrollment of Prox Cards into DL-Windows (just tap the prox Card/fob device to the unit's faceplate to enroll)! Supports all Prox Cards and Prox Keyfobs. Simultaneous card enrollment, downloading or polling – all on just one serial port. 9V Battery operation.

Handing for Mortise only



Left-hand (LH)
Use Trilogy P/DL4500L

OUTSIDE



Left-hand Reverse (LHR) Use Trilogy P/DL4500R



Right-hand (RH)
Use Trilogy P/DL4500R

OUTSIDE



Right-hand Reverse (RHR)
Use Trilogy P/DL4500L

OUTSIDE

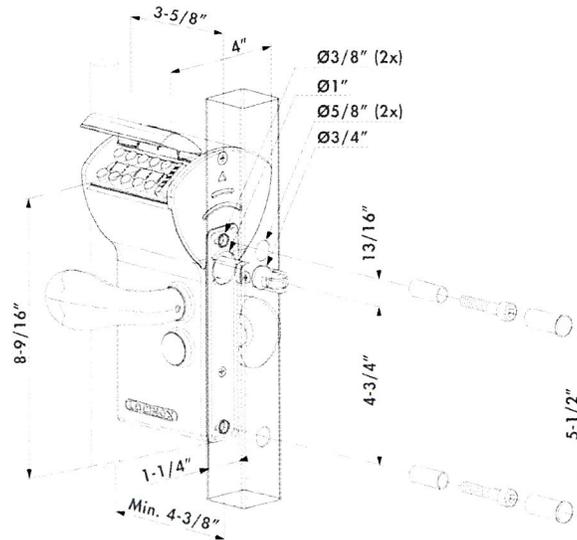


LFKQX1



<https://www.locinoxusa.com/gate-hardware/locks/code-locks/#00000033>

One sided code mechanical code lock (Free Exit) for swing gates with aluminum housing and stainless steel mechanism. The Free Vinci offers you the ability to secure one side with a code for entrance while leaving the other side free for exit. This lock is 100% mechanical, so no batteries nor electricity are required, which makes it very easy to equip any gate with access control. The latch bolt has 3/4" continuous adjustment to allow perfect alignment of the locking mechanism. Ships standard with the Club handle for the secure "code" side and a round knob for the exit side. The PUSH handle is available for the exit side. The latch gap required is keep dependent, but the standard and security keeps require a 1-1/4" latch gap.



TECHNICAL SPECIFICATIONS

Left-Right Adjustability	Yes
Installation Method	Hexagon Screws (HEX 5) + Spacers
Daybolt Adjustability	13/16 in
Follower Size	Square 5/16 in
Profile Type	Flat Round Square
Materials Main Part(s)	KTL And Spray Coated Aluminium Housing Polyacetal Polyethylene Cover Stainless Steel Mechanism
Norms	ISO 9227 KTL
Hours of Salt Spray Testing	1000
Test Frequency	500000
Years of Warranty	3

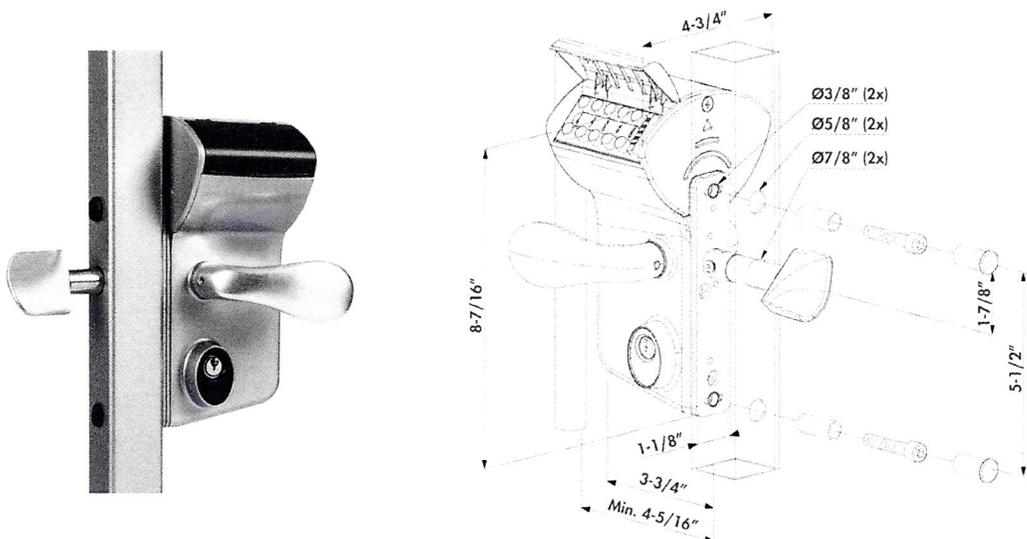


LLKZV2



<https://www.locinoxusa.com/gate-hardware/locks/code-locks/id00000034>

Mechanical code lock for sliding gates with aluminum housing and stainless steel mechanism. Since this lock is 100% mechanical, no electricity or batteries are required, so this system gives you the opportunity to equip any sliding gate with access control. The dead bolt is used to override the code panel and secure the gate. The unique Twistfinger catch bolt and self-correcting keep ensures latching of your sliding gate. Catch bolts are available to fit gate frame profiles from 1-1/2" to 5" wide. Works with cantilever gate systems or fixed roller systems. Ships standard with the Club handle pair.

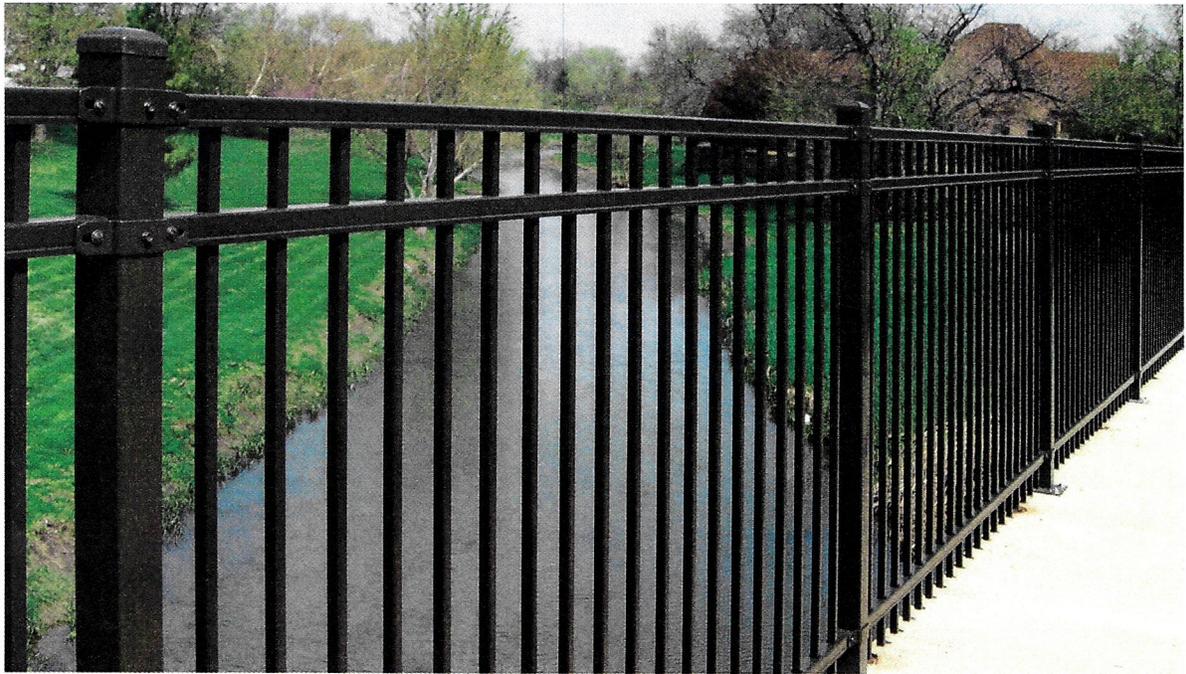


TECHNICAL SPECIFICATIONS

Left-Right Adjustability	Yes
Installation Method	Hexagon Screws (HEX 5) + Spacers
Profile Type	Round Square
Materials Main Part(s)	KTL And Spray Coated Aluminium Housing Polyacetal Polyethylene Cover Stainless Steel Mechanism
Norms	ISO 9227 KTL
Hours of Salt Spray Testing	1000
Test Frequency	500000
Years of Warranty	3



MONTAGE PLUS[®]



ORNAMENTAL STEEL FENCE

Montage Plus ornamental steel fence has the *versatility to fit many different project applications*. With its ability to *traverse varying grades*, variety of *distinct product styles* and unmatched coating performance, Montage Plus is the *preferred choice for ornamental fence*.



PRIMARY APPLICATIONS

- *Commercial Developments*
- *Self Storage*
- *Apartments (Multi-Family)*
- *Parks & Recreation*
- *Schools & Universities*



FENCE PRODUCTS

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ASSA ABLOY, the global leader in door opening solutions

AMERISTAR[®]

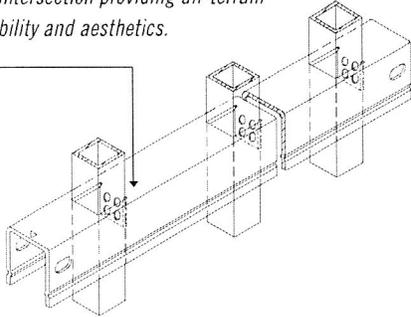
ASSA ABLOY

MONTAGE PLUS[®]

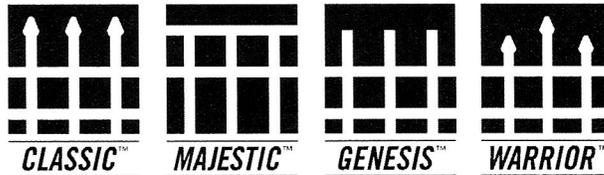
ORNAMENTAL STEEL FENCE

.75"sq x 18ga PICKETS | 1.4375" x 1.5" x 14ga RAILS | 2.5"sq x 16ga POSTS

Each picket is precisely welded at each rail intersection providing all-terrain flexibility and aesthetics.



STYLE OPTIONS



Also available in Pool, Pet & Play (3" air spacing) – styles vary

PROFUSION WELDED STEEL



All Montage fence panels are fabricated using Ameristar's ProFusion welding process. This technique combines laser and fusion technology to create a virtually invisible structural connection at every picket to rail intersection. Unlike typical aluminum fence systems that are held together with unsightly screws, the ProFusion weld used with Montage promotes a "good neighbor" profile with sleek lines and no exposed picket to rail fasteners. When compared to aluminum fencing, Montage's welded steel construction is unmatched in strength and durability.



E-COAT™ PROTECTIVE FINISH

Montage galvanized steel framework is subjected to a multi-stage pre-treatment/wash (with zinc phosphate), followed by a duplex cathodic electrocoat system consisting of an epoxy primer, which significantly increases corrosion protection, and an acrylic topcoat, which provides the protection necessary to withstand adverse weathering effects. This process results in years of maintenance-free ownership.



20 YEAR LIMITED WARRANTY

The Montage families of fencing products are manufactured from superior quality materials by skilled craftsmen with the highest standards of workmanship in the industry. Ameristar is confident in offering Montage with a 20 year limited warranty.



DOMESTIC MANUFACTURING

Ameristar is committed to providing products that are manufactured in the USA. We have made significant investments in technology, process improvement, and employee training in an effort to secure American jobs and combat inferior import products.

#DMP | REVISED 05/2014



FENCE PRODUCTS

TO PLACE YOUR ORDER CALL 888-333-3422

VISIT AMERISTARFENCE.COM

AGREEMENT

This Agreement, made the ____ day of _____ in the year 202____, by and between the HUMBOLDT BAY MUNICIPAL WATER DISTRICT, a California special district (hereinafter "**Owner**") and Humboldt Fence Co, a California Corporation (hereinafter "**Contractor**"), is for performance of the work on the following work of improvement:

Project Name and Address:	Eureka Main Office Fencing 828 7 th Street Eureka CA 95501
Project Owner and Address:	Humboldt Bay Municipal Water District 8287 th Street Eureka CA 95501
Project Contractor and Address:	Humboldt Fence Company 564 State Highway 36

Contractor's business is a Fence Company.

Contractor's Federal Tax I.D. # or S.S. # 01-0660099

In consideration of the sums herein agreed to be paid and the terms, conditions and covenants to be performed by the parties, it is agreed as follows:

Contractor agrees to furnish all material, labor, tools, equipment, services, information, documents, permits, and instruction and parts manuals therefor, and to do and complete, in a workmanlike manner and as directed by and to the satisfaction of Owner, all work hereinafter described for that certain project, more particularly described in the Contract Documents (defined in Section 1.1, below) (the "**Work**").

ARTICLE 1 – CONTRACT DOCUMENTS

1.1 CONTRACT DOCUMENTS DEFINITION. The Contract Documents consist of this Agreement and all attachments and exhibits thereto (including **Attachment A** which references the Project Plans, Specifications and Quote and **Attachment B** which are the insurance requirements), and all changes and modifications to the Contract Documents, the latest adopted edition of the Uniform Building Code, Fire Code, and Mechanical Code, the Uniform Standard Specifications for Public Works Construction, and all applicable laws, rules, ordinances, and regulations, California Labor Code, the California Business and Professions Code, the California Public Contract Code, and the Federal Acquisition Regulations. The Contract Documents are complementary and what is required by one shall be as binding as if required by all.

1.2 CONTRACTOR SHALL BIND SUBCONTRACTORS TO SAME EXTENT AS CONTRACTOR. If Contractor contracts with any subcontractor(s) to perform any part of the Work on this Project, Contractor shall be responsible to ensure that each subcontractor shall assume toward Contractor the obligations and responsibilities that Contractor assumes toward Owner insofar as they relate in any way, directly or indirectly, to the Work covered by this Agreement, including, without limitation, any terms and provisions for indemnity, insurance, warranties, and liquidated damages. Contractor shall bind lower tier subcontractors and suppliers to full compliance with all Contract Documents, including all performance obligations and responsibilities that Contractor assumes toward Owner.

ARTICLE 2 – DESCRIPTION OF WORK

2.1 CONTRACTOR'S WORK. Contractor, as an independent contractor, shall furnish all labor and materials, equipment, and services as are necessary to perform all of the Work required by, or reasonably inferable from, the Contract Documents unless specifically excluded herein. Contractor's work shall be completed in a workmanlike manner in strict conformity with the Contract Documents and to the satisfaction of Owner.

2.2 REPRESENTATION THAT CONTRACT DOCUMENTS ARE COMPLETE. Contractor has reviewed the Contract Documents and represents: (1) if the Contractor's work is performed in accordance therewith, it shall comply with all applicable state, county, and municipal laws, codes, and regulations, including but not limited to all building codes; and (2) the Contract Documents are sufficiently complete to permit Contractor to perform its work, in its entirety, on the basis of the Contract Documents and matters reasonably inferable therefrom for the Agreement Price set forth in Article 3 below.

2.3 SUBCONTRACT/ASSIGNMENT. Contractor shall not subcontract, assign, transfer, or sublet any portion of its Work or the proceeds for Contractor's work without the prior written consent of Owner. Any such assignment shall not relieve Contractor from any obligations or liabilities under the Agreement and the assignee shall take the assignment subject to all rights of Contractor herein provided.

Contractor shall be fully responsible to Owner for the acts and omissions of its lower-tier subcontractors and of persons or entities, either directly or indirectly, employed by all of Contractor's lower-tier subcontractors. This Agreement shall not be transferable by Contractor or by operation of law. If requested by Owner, Contractor shall furnish Owner a copy of any proposed contract or

agreement between Contractor and any of its lower-tier subcontractors for Owner's review of the terms and conditions thereof, and Contractor shall not execute such agreement until Owner has given written notice of Owner's approval. Failure of Contractor to comply with this Article may be deemed to be a material breach of the Agreement and grounds for Owner to withhold payment therefor. Contractor guarantees that all lower-tier subcontractors will strictly comply with the terms of this Agreement, which shall be expressly incorporated by reference into any contract or agreement with any of Contractor's lower-tier subcontractors.

2.4 DISPUTED WORK. In the event of any dispute between Owner and Contractor over the scope of Contractor's work under the Contract Documents, Contractor will not stop work, but will prosecute the work, including as directed by Owner, diligently to completion, and any such dispute shall be submitted to resolution in accordance with this Agreement.

ARTICLE 3 – PRICE AND SCHEDULE OF VALUES

3.1 CONTRACT PRICE. The sum to be paid by Owner to the Contractor for the performance and completion of the Agreement to the satisfaction of Owner, inclusive of the duties, obligations and responsibilities of the Contractor under this Agreement and the other Contract Documents, and subject to any additions or deductions as authorized under this Agreement shall be as set forth in Contractor's bid schedule attached hereto as **Attachment A ("Contract Agreement Price" or "Price")**. The total project cost shall not exceed the total amount for the entirety of the Work set forth in Attachment A (i.e., \$70,900.00), unless otherwise authorized by Owner in writing prior to Contractor incurring additional expenses.

The Price shall constitute payment in full for all amounts owed to Contractor, including but not limited to the costs incurred for: all labor (including fringe benefit payments), materials, supplies, apparatuses, appliances, equipment, fixtures, tools, implements, facilities, supervision, transportation, utilities, storage, and all other services as and when required for or in connection with the performance of Contractor's work, business licenses, Social Security, employment, sales, use, state, federal, and all other taxes, continuous clean-up, final clean-up, and all insurance required by the Agreement and the other Contract Documents.

3.2 USE OF FUNDS. Contractor agrees and covenants that funds received for the performance of this Agreement shall be used solely for the benefit of persons and firms supplying labor, materials, supplies, tools, machines, equipment, plant or services exclusively for this Project in connection with this Agreement and having the right to assert liens or other claims against the land, improvements or funds involved in this Project or against any bond or other security posted by Contractor or Owner, and said funds shall not in any instance be diverted by Contractor to any other purpose until all obligations arising herein have been fully discharged and all claims arising therefrom have been fully paid.

ARTICLE 4 – PAYMENT

4.1 SUBMISSION OF INVOICES. Upon completion of the Project, Contractor shall submit to Owner for Owner's approval a written request for payment ("Invoice"). The Invoice must be dated and signed by Contractor and include deductions for: (a) all previous payments (if any); (b) all charges for materials and services furnished to Owner by Contractor; (c) back charges by any subcontractor or material supplier; and (d) any other charges and deductions provided for in this Agreement. Contractor shall submit revised Invoices until accepted by Owner.

4.2 WAIVERS AND RELEASES. As a condition precedent to payment by Owner, the Invoice shall be accompanied by a current Conditional Waiver and Release Upon Progress Payment, in the form specified by California Civil Code section 8132, from Contractor and each of Contractor's subcontractors, suppliers, and union trust funds for which payment is sought by the Invoice, and an Unconditional Waiver and Release Upon Progress Payment, in the form specified by California Civil Code section 8134, from Contractor and each of Contractor's subcontractors, suppliers, and any union trust fund for which payment was sought by Contractor and for which Contractor made payment.

4.3 CERTIFIED PAYROLL AND AFFIDAVITS. As an additional condition precedent to payment by Owner, Contractor shall provide, within the time limits specified by the Contract Documents, certified payroll reports certifying that all labor included in the Invoice was paid pursuant to the applicable prevailing wage rates. Contractor shall also submit an affidavit, signed under penalty of perjury, certifying that it has paid for all labor (including fringe benefits), materials and equipment for which Owner has made payment to Contractor.

4.4 PAYMENT NOT ACCEPTANCE. Payment to Contractor shall not constitute or imply acceptance by Owner of any portion of Contractor's work or the full performance thereof.

4.5 PAYMENT IN THE EVENT OF DISPUTE AS TO CONTRACTUAL REQUIREMENTS. In the event a dispute arises between Contractor and/or Owner as to the work to be performed by Contractor, Contractor shall receive payment for its work according to the provisions and requirements of the Agreement as though they are a contended by Contractor and/or Owner. Contractor shall not be entitled to additional compensation for work it contends is outside the scope of the Agreement unless and until the dispute is resolved in its favor.

4.6 REQUIREMENTS FOR PAYMENT. As a condition precedent to Contractor's obligation to make payment, Contractor shall:

(a) Submit an affidavit, under penalty of perjury, that all payroll, payroll taxes, fringe benefits, bills for material and equipment, and other indebtedness connected with Contractor's work for which Owner and/or any surety might in any way be liable, have been paid or otherwise satisfied;

(b) Submit conditional and unconditional waivers upon final payment in accordance with Civil Code sections 8136 and 8138;

- (c) Comply with all required close-out procedures to the satisfaction of Owner.

Within ten (10) days of Contractor's receipt of final payment, it shall provide to Owner an Unconditional Waiver and Release Upon Final Payment, in the form required by California Civil Code section 8138.

4.7 FINAL PAYMENT. Provided Contractor is not in default under the Agreement; there is no dispute between Contractor and Owner regarding Contractor's work; Owner and, if necessary, the Project Engineer, have accepted the Project; and Owner has received Contractor's release(s) of all claims related to Contractor's work except for unsettled liens or stop notices, unknown defective work, noncompliance with the Contract Documents, or warranty work, **final payment** shall be made no more than 10 (ten) calendar days after Contractor's compliance with the conditions for payment.

4.1 WITHHOLDING. Owner may withhold any and all payments due Contractor hereunder in order to protect itself from loss on account of Contractor and/or as may reasonably be necessary to protect Owner from loss or damage caused by Contractor, including but not limited to withholdings applicable to Contractor's work arising from grounds enumerated in the Contract Documents, Contractor's failure to perform Contract Work, breach of this Agreement, failure to properly pay employees, subcontractors and/or suppliers, failure to promptly correct rejected, defective or nonconforming Contract Work, and any other matter as to which this Agreement specifically authorizes the withholding by Owner of such payment, including Contractor's failure to comply with the requirements of the Contract Documents.

ARTICLE 5 – CHANGES

5.1 DIRECTED IN WRITING. Owner may order or direct changes, additions, deletions or other revisions to the Work without invalidating the Agreement. No changes, additions, deletions, or other revisions to the Work shall be valid unless made in writing. If Contractor performs additional work or revises the Work without written direction from Owner, Contractor shall not be paid for any additional labor, materials, or supplies furnished and shall be liable for any and all losses, costs, expenses, damages, and liability of any nature whatsoever associated with or in any way arising out of any such change.

5.2 PRICE ADJUSTMENTS. If Owner directs a material change to the Work pursuant to Section 5.1 of this Agreement, the Price stated in Article 3 and the time for Contractor's performance shall be adjusted by appropriate additions or deductions in accordance with the Agreement. Contractor shall supply Owner with all documentation necessary to substantiate the amount of the addition to or deduction from the Price or Contractor's time for performance. Any request of Contractor for an addition to or deduction from the Price, or Contractor's time for performance, must be made to Owner in itemized written form (accompanied by complete documentation substantiating any request(s)) within seven (7) calendar days from the date of receipt by Contractor of notification of change. In the event Owner and Contractor cannot agree on the amount of the addition or deduction, Contractor shall nonetheless perform the work as changed by Owner's written direction. Once Contractor receives Owner's written direction, Contractor is solely responsible for timely performance of the Work as changed by the written direction. Payment for changed Work shall be made in accordance with Article 4.

5.3 NOTICE OF DISPUTED WORK. If a dispute arises between Owner and Contractor about whether a particular work is a change in the Work described in Article 2, Contractor shall timely perform the disputed work and may give written notice of a claim for additional compensation for that work all in accordance with the Contract Documents. Such written notice of claim must be given prior to the performance of the disputed work, and no later than the notice periods set forth in Article 12, below. Contractor's failure to give written notice prior to the performance of the disputed work constitutes an agreement by Contractor that it will not be paid for the disputed work.

ARTICLE 6 – TIME OF COMPLETION AND SCHEDULE

6.1 TIME IS OF ESSENCE. Time limits stated in the Contract Documents are of the essence of the Agreement. By executing the Agreement, Contractor confirms that the contract time is sufficient for performing Contractor's work.

6.2 CONTRACT TIME. Contract Time for completion of all work is January 31, 2026, unless extended by written agreement of the parties hereto or in the event the Contract Time is extended pursuant to Section 6.4 below.

6.3 SCHEDULE OF WORK. Contractor shall have the right to decide the time and order in which the various portions of the Work are to be performed, including the relative priority of the work of subcontractors. Contractor shall prepare the Schedule of Work and shall revise the Schedule of Work as work progresses.

6.4 CONTRACTOR'S RESPONSIBILITIES. Contractor shall commence work on the Project within five (5) calendar days of receiving a written Notice to Proceed from the Owner. Contractor shall complete the work in the time set forth in Section 6.2, subject to permissible delays. Permissible delays are acts of God, war, war defense, riots, litigation, acts of the Owner or the Owner's agent, employee, or independent contractor, stormy weather, strikes, walkouts, acts of public utilities, public bodies or inspectors, extra work, failure of Owner to make payments promptly, the time involved in preparing and negotiating agreed Change Orders if such delays actually impact the critical path of the Project so as to cause delay, failure of Owner to authorize Change Orders in a timely fashion so as to delay schedule, failure of Architect to provide requested information or clarification in a manner which does not delay the schedule or other contingencies unforeseeable by or beyond the reasonable control of the Contractor. In the event of delay, Contractor shall notify Owner in writing within three (3) days of the occurrence and cause of delay and the estimated number of days the delay Contractor anticipates will occur. Contractor's failure to notify Owner shall result in no extension of time for completion. If at any time Owner wishes the Project to be completed in less time than set forth above, with any permissible delays, such acceleration in work shall be deemed a request for extra work, as forth herein and accomplished only pursuant to written Change Order.

6.5 CONTRACTOR'S REMEDIES FOR DELAY. If the progress of Contractor's work is delayed without the fault or responsibility of Contractor, then the time for Contractor's work shall be extended by change order to the extent obtained by from Owner and the Schedule of Work shall be revised accordingly. On projects subject to the Public Contract Code, the provisions of section 7102 shall apply; however, Owner and Contractor expressly contemplate and acknowledge that if the Work is enjoined by a court of law or a bid protest of any type or nature is asserted which delays the performance of the Work, Owner shall have no liability or responsibility to Contractor for any delay damages.

6.6 OWNER'S REMEDIES FOR DELAY. In the event that the completion of the Project is delayed beyond the time specified in the Contract Documents due to the fault of Contractor, and the delay is not otherwise excused, then the Contractor shall pay to the Owner the sum of Five Thousand Dollars (\$5,000.00) per day as liquidated damages for each calendar day during which completion of the Project is delayed beyond the time specified for completion. The Parties acknowledge that calculation and proof of actual damages due to such delays are difficult to estimate on the date this agreement is made, and that the provisions made herein are a fair and good faith estimate of actual damages Owner may suffer in the event of such delays. This provision is not intended to constitute a penalty clause.

ARTICLE 7 – TERMINATION OR SUSPENSION

7.1 TERMINATION FOR CONVENIENCE. Notwithstanding any other provision of the Agreement, Owner reserves the right to terminate this Agreement for Owner's convenience, without cause. If so terminated, Contractor shall be entitled to the following costs and no others: cost of Work actually completed in conformity with the requirements of the Agreement and Contract Documents; other necessary costs actually incurred by Contractor; plus fifteen percent (15%) of such costs as overhead and profit.

7.2 SUSPENSION OR TERMINATION BY OWNER. Should the Owner suspend or terminate any aspect of the work, then Contractor shall immediately discontinue work upon written order from Owner. Contractor shall proceed with such work when ordered to do so by Owner.

ARTICLE 8 – PERFORMANCE OF CONTRACTOR

8.1 AUTHORIZED REPRESENTATIVE. Contractor shall designate one or more persons satisfactory to Owner and with authority to act for Contractor as Contractor's representative on-site and off-site. Such authorized representative(s) shall be the only person(s) to whom Owner shall issue instructions, orders or directions, except in an emergency. Should Owner find Contractor's representative(s) to be unsatisfactory, Contractor shall promptly replace the representative(s).

8.2 NON-DISCRIMINATION. Contractor shall not discriminate in hiring, firing, promotion, or training against any person on account of age, race, religion, national origin, disability, sexual orientation, gender, or gender identity.

8.3 SAFETY. In the performance of this Agreement, Contractor shall comply with all applicable federal, state and local statutory and regulatory requirements including, but not limited to California Department of Industrial Relations (Cal/OSHA) regulations; and the U.S. Department of Transportation Omnibus Transportation Employee Testing Act, related to their scope of work and operations. In case of conflict in regulations, the most stringent shall apply. Contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. Safety precautions shall include but shall not be limited to: adequate life protection and lifesaving equipment; adequate illumination; instructions in accident prevention for all employees, such as the use of machinery guards, safe walkways, scaffolds, ladders, bridges, gang planks, confined space procedures, trenching and shoring, fall protection, and other safety devices; equipment and wearing apparel as are necessary or lawfully required to prevent accidents, injuries, or illnesses (including but not limited to exposure to the Coccidioides fungus and Valley Fever); and adequate facilities for the proper inspection and maintenance of all safety measures

Contractor must obtain all applicable Division of Occupational Safety and Health (CAL-OSHA) permit(s) and others required by California Labor Code and California Government Code, prior to the initiation of any practices, work, method, operation, or process related to the work covered in the contract. Permits required by governmental authorities will be obtained at Contractor's expense.

It is a condition of this Agreement, and shall be made a condition of each subcontract which Contractor enters into pursuant to this Agreement, that the Contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under Cal/OSHA safety and health standards.

Contractor shall be responsible for the safeguarding of all utilities. At least two working days before beginning work, Contractor shall call the Underground Service Alert (USA) in order to determine the location of sub-structures. Contractor shall immediately notify Owner if Contractor disturbs, disconnects, or damages any utility.

In accordance with Section 6705 of the California Labor Code, Contractor shall submit to Owner specific plans to show details of provisions for worker protection from caving ground during excavations of trenches of five feet or more in depth. The excavation/trench safety plan shall be submitted to and accepted by Owner prior to starting excavation. The trench safety plan shall have details showing the design of shoring, bracing, sloping or other provisions to be made for worker protection from the hazard of caving ground. If such a plan varies from the shoring system standards established by the Construction Safety Orders of the California Department of Industrial Relations (Cal/OSHA), the plan shall be prepared by a California registered civil or structural engineer. As part of the plan, a note shall be included stating that the registered civil or structural engineer certifies that the plan complies with the Cal/OSHA Construction Safety

Orders, or that the registered civil or structural engineer certifies that the plan is not less effective than the shoring, bracing, sloping or other provisions of the Safety Orders. In no event shall Contractor use a shoring, sloping, or protective system less effective than that required by said Construction Safety Orders. Submission of this plan in no way relieves Contractor of the requirement to maintain safety in all areas. If excavations or trench work requiring a Cal/OSHA permit are to be undertaken, Contractor shall submit its permit with the excavation/trench work safety plan to Owner before work begins.

8.4 SHOP DRAWINGS, SAMPLES, AND AS-BUILT DRAWINGS. By such date as directed by Owner, Contractor shall prepare and submit to Owner all shop drawings, samples, specimens, or other data necessary to completely describe Contractor's work and as required by the Contract Documents. Approval of such shop drawings, samples, specimens, or other data by Owner or the Architect shall not relieve Contractor of its responsibility to perform Contractor's work in strict accordance with the Contract Documents or of its responsibility for the proper matching and fitting of Contractor's work with contiguous work. Contractor shall also furnish all information required for the coordination of Contractor's work with the work of other trades. Contractor shall be responsible for preparing all as-built drawings pertaining to Contractor's work and as required by the Contract Documents.

8.5 SUBSTITUTIONS. Requests for substitution of material will be allowed only if permitted by the Contract Documents. Requests for substitution must be submitted in the format specified by the Contract Documents and submitted to Owner within a reasonable timeframe as directed by Owner or they may be returned without review. Architect may charge to review requests for substitution, whether approved or rejected, and all such costs shall be the responsibility of Contractor.

8.6 PLAN INCONSISTENCY AND CONTIGUOUS WORK. Contractor shall bring any uncertainty or inconsistency in or between the plans, specifications, or other Contract Documents to the attention of Owner in writing and within three (3) working days of Contractor's discovery thereof. Contractor shall not proceed with any Work affected by the uncertainty or inconsistency until directed to do so by Owner. Owner shall resolve the uncertainty or inconsistency and Contractor shall perform the work as directed by Owner.

Before proceeding with its work, Contractor shall inspect the correctness of contiguous or adjacent work installed by others. The failure to detect or report discrepancies will preclude recovery by Contractor of any resulting cost, expense, or damage.

8.7 PROTECTION OF THE WORK. Contractor shall take all necessary precautions to properly protect Contractor's work and the work of others from damage caused by Contractor's operations. Should Contractor cause damage to the Work or property of Owner or others, Contractor shall promptly remedy such damage to the satisfaction of Owner.

8.8 INSPECTION. When portions of Contractor's work are ready for inspection, Contractor shall notify Owner in writing in sufficient time to allow Owner to notify the inspecting authorities that the work is ready for inspection. Failure to properly and timely make notice of, or receive, required inspections is not cause for delay. Contractor shall at all times furnish Owner with adequate facilities for inspecting materials at the site or at any place where materials under this Agreement may be in the course of preparation, processing, manufacture or treatment.

8.9 CLEAN-UP. Contractor shall follow Owner's clean-up directions and shall at all times keep the Project free from debris and unsafe working conditions arising from Contractor's work. At the end of each day, Contractor shall consolidate its debris at a place designated by Owner and shall remove its debris from the job site immediately upon completion of each phase of Contractor's work or as directed by Owner. Contractor is to leave all areas where it is performing work in broom clean condition at the end of each work day. If work areas are not kept neat and safe at all times, Owner will back-charge Contractor as needed at an hourly rate of \$100.00 plus dump fees and all other necessary costs incurred by Owner.

8.10 LABOR RELATIONS. Contractor shall take reasonable steps to prevent the occurrence of any strike, slowdown, or other labor difficulty or dispute arising out of the presence of Contractor at the job site or from any other activities of Contractor.

Contractor acknowledges the provisions of the California Labor Code regarding the payment of prevailing wages to workers employed on public works projects. In compliance with the requirements of Labor Code section 1775(b)(1), Contractor acknowledges the existence and content of Part 7, Chapter 1 of the California Labor Code, including, without limitation, Labor Code sections 1771, 1775, 1777.5, 1813, and 1815, as incorporated herein by reference, and has read and understands the provisions of these code sections.

Contractor shall work with and respond to all requests for information related to labor code compliance by Owner and/or Owner's labor compliance specialist.

8.11 WARRANTY. Contractor warrants all materials, equipment, and workmanship provided under this Agreement for a period of one (1) year from completion of the entire Project or such longer period as may be provided in the Contract Documents. Contractor warrants to Owner that materials and equipment furnished under the Agreement will be of good quality and new unless otherwise required or permitted by the Contract Documents, that Contractor's work will be free from defects not inherent in the quality required or permitted, and that Contractor's work will conform to the requirements of the Contract Documents. Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment, if requested by Owner to do so.

Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. Contractor shall promptly amend and make good any defective materials, equipment, or workmanship to the approval and acceptance of Owner.

8.12 PROJECT TO BE KEPT FREE OF LIENS. Contractor shall promptly pay all subcontractors, suppliers, and others from payment received by Owner. In the event a subcontractor, material supplier, labor union trust fund, or other person or entity that supplied labor, material, or equipment to Contractor shall record/file a mechanic's lien or stop notice, Contractor shall, within two (2) working days of receipt of notice of said lien or stop notice, supply evidence to the satisfaction of Owner that the monies owing to the

claimant have been paid or post a bond indemnifying Owner and the Project from such claim or lien.

8.13 ROYALTIES, PATENTS AND COPYRIGHTS. Contractor shall pay all royalties and license fees, shall defend suits or claims for infringement of copyrights and patent rights, and shall hold Owner harmless from loss on account thereof. Contractor shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer is required by the Contract Documents or where the copyright violations are contained in the Contract Documents.

8.14 DISCOVERY OF HAZARDOUS WASTE OR UNUSUAL CONDITIONS. Contractor shall promptly, and before the following conditions are disturbed, notify Owner, in writing, of any of the following conditions: (a) material that Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law; (b) subsurface or latent physical conditions at the site differing from those indicated by information about the site made available to bidders prior to the deadline for submitting bids; (c) unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents.

Upon notice to Owner, Owner shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the work shall issue a change order under the procedures described in the Agreement.

In the event that a dispute arises between Owner and Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in Contractor's cost of, or time required for, performance of any part of the work, Contractor shall not be excused from any scheduled completion date provided for by the Agreement, but shall proceed with all work to be performed under the Agreement. Contractor shall retain any and all rights provided either by Agreement or by law which pertain to the resolution of disputes and protests.

ARTICLE 9 – RECOURSE OF OWNER

9.1 NOTICE TO CURE. If, in the opinion of Owner, Contractor is in breach of any provision of this Agreement, including but not limited to failing: to supply timely and enough properly skilled workers or proper or sufficient materials or equipment or adequate supervision; to provide and obtain approved submittals timely; to maintain the Schedule of Work; to make prompt payment to its workers, sub-subcontractors, suppliers, taxing authorities, or union trust funds; to obey laws, ordinances, or orders of any public authority having jurisdiction; to clean up its debris; to perform work as directed by Owner; or to perform any obligation under this Agreement, Contractor shall commence and continue satisfactory correction of such breach with diligence and promptness within forty-eight (48) hours after service of written notice to Contractor or Contractor's authorized representative specifying the particulars of such breach.

9.2 FAILURE TO CURE BREACH. If Contractor fails to cure a breach of this Agreement within forty-eight (48) hours of service of a Notice to Cure, Owner may, without prejudice to any other rights or remedies, and at its sole option, do any or all of the following:

- (a) Furnish such labor, material, equipment, and other facilities, either directly or through one or more subcontractors, as Owner deems necessary to complete or correct Contractor's work, or any part thereof;
- (b) Withhold payment of any monies due Contractor under this Agreement pending corrective action to the extent required by and to the satisfaction of Owner; or
- (c) Terminate the Agreement and complete the work itself or cause the work to be completed by others. Owner may take immediate possession of all of Contractor's material, supplies, tools, appliances, and equipment at the job site and use same without payment of rent or other compensation to Contractor or liability to Contractor for any damages arising from said use unless resulting from gross negligence or willful destruction by Owner or others working on its behalf. Any unused material, supplies, tools, appliances, and equipment remaining after Contractor's work is completed will be returned to Contractor.

9.3 CONTRACTOR RATES TO COMPLETE OR CORRECT WORK. If Owner elects to use its own labor forces to complete or correct Contractor's work, Contractor and, if applicable, Contractor's surety, agree to pay Owner for all labor costs, costs for Owner's owned equipment, direct costs for materials, field and home office overhead, and ten percent (10%) profit on all costs.

9.4 BANKRUPTCY. Upon a receiver for Contractor being appointed, upon Contractor making an assignment for the benefit of creditors, upon Contractor seeking protection under the Bankruptcy Code, upon Contractor's creditors placing Contractor into an involuntary bankruptcy, or upon Contractor committing any other act evidencing insolvency, Owner may, to the extent legally permissible, terminate this Agreement upon giving three (3) working days' written notice, by certified mail, to Contractor and its surety, if any. If an order for relief pertaining to Contractor is entered under the Bankruptcy Code, Owner may terminate this Agreement by giving forty-eight (48) hours' written notice, by certified mail, to Contractor, its trustee, and its surety, if any, unless Contractor, the surety, or the trustee: promptly cures all defaults; provides adequate assurances of future performance; compensates Owner for all damages, costs, and expenses resulting from such default(s); and assumes the obligations of Contractor within the statutory time limits.

If Contractor is not performing in accordance with the Schedule of Work at the time an order for relief is entered, Owner may avail itself of any and all such remedies that are reasonably necessary to maintain the Schedule of Work while waiting for the Contractor, its trustee, or its surety, if any, to accept or reject the Agreement and to provide adequate assurances of future performance.

ARTICLE 10 – INSURANCE AND BONDS

10.1 GENERAL INSURANCE REQUIREMENTS. Contractor shall not commence any work until it obtains all insurance required to be obtained by Contractor under this Agreement as set forth in **Attachment B** hereto and incorporated herein by this reference.

10.2 PERFORMANCE AND MATERIALS AND LABOR PAYMENT BONDS. Within 5 calendar days of a request by Owner, and at Contractor's expense, Contractor shall furnish Performance and Materials and Labor Payment Bonds in an amount equal to 100 percent of the Price set forth in Article 3 herein, from a surety and in a form satisfactory to and/or provided by Owner. Said bonds shall include a provision that the party prevailing in any legal or equitable action or arbitration proceeding relating to the bonds shall be entitled to receive from the other parties to said action or proceeding all court costs, actual attorneys' fees, and all other expenses, including but not limited to expert witness fees, incurred in such action or proceedings and the preparation thereof.

ARTICLE 11 – INDEMNIFICATION

11.1 DEFINITIONS. For purposes of this Article 11, "Indemnified Parties" shall mean: Owner, and all of their officials, representatives, employees, consultants, agents, successors, and assigns, and any lender of Owner with an interest in the Project.

For purposes of this Article 11, "Claim" and "Claims" shall include claims, demands, obligations, damages, actions, causes of action, suits, demands for arbitration, losses, judgments, fines, penalties, liabilities, costs, and expenses (including, without limitation, fees, costs, and other disbursements to attorneys, experts, consultants, or other professionals) of every kind or nature whatsoever that may arise from or in any manner relate (directly or indirectly) to any work performed or services provided under this Agreement or Contractor's presence or activities conducted at the Project.

11.2 EXTENT OF INDEMNIFICATION. To the fullest extent permitted by law, Contractor shall indemnify and hold harmless the Indemnified Parties, and each of them, from and against any and all Claims including, without limitation, Claims for bodily injury, death, or damage to or destruction of property; defects in workmanship or materials; and design defects, if the design originated with Contractor, that may arise from or in any manner relate, directly or indirectly, to any work performed or services provided under this Agreement or Contractor's presence or activities conducted on the Project, including without limitation the negligent and/or willful acts, errors, and/or omissions of Contractor, its principals, officers, agents, employees, vendors, suppliers, consultants, sub-consultants, sub-subcontractors, anyone employed by any of them or for whose acts they may be liable, or any or all of them, regardless of any passive negligence or strict liability of an Indemnified Party. Contractor, however, shall not be obligated under this Agreement to indemnify, including the cost to defend, the Indemnified Parties for Claims arising out of, pertaining to, or relating to the active negligence or willful misconduct of the Indemnified Parties, or for defects in design furnished by such persons, or to the extent the Claims do not arise out of the scope of work of the Contractor pursuant to this Agreement.

11.3 DUTY TO DEFEND. Contractor shall, at its sole cost and expense and with legal counsel approved by Owner (which approval shall not be unreasonably withheld), defend the Indemnified Parties, and each of them, from any Claims for which Contractor is bound to indemnify the Indemnified Parties pursuant to Article 11.2. The duty to defend is wholly independent of and separate from the duty to indemnify, and such duty to defend exists regardless of any ultimate liability of Contractor. Such defense obligation shall arise immediately upon presentation of a Claim and written notice of such Claim being provided to Contractor.

11.4 PAYMENT NOT CONDITION PRECEDENT. Payment to Contractor by any Indemnified Party, or any Indemnified Party's payment of a Claim, shall not be a condition precedent to Contractor's obligations to indemnify and defend the Indemnified Parties, and each of them.

11.5 SURVIVAL OF OBLIGATION. Contractor's obligations to indemnify and defend shall survive the expiration or earlier termination of this Contract Agreement until such time as any action against the Indemnified Parties, or any of them, for such matter indemnified hereunder is fully and finally barred by the applicable statute(s) of limitations.

11.6 LIABILITY NOT EXCLUSIVE. Contractor's liability for indemnification and defense hereunder is in addition to any liability Contractor may have to Owner for Contractor's breach of any of the provisions of this Agreement. Under no circumstances shall the insurance requirements and limits set forth in this Agreement be construed to limit Contractor's indemnification obligation or other liability under the Agreement.

11.7 NO LIMITATION UPON LIABILITY. In connection with any and all claims against Owner, Owner's representatives, Contractor (including its affiliates, parents, and subsidiaries) or other contractors or subcontractors, or any of their agents or employees, by any employee of Contractor, anyone directly or indirectly employed by Contractor, or anyone for whose acts Contractor may be liable, the indemnification provisions in Article 11.2 shall not be limited in any way by any limitation on the amount or types of damages, compensation or benefits payable by or on behalf of Contractor under worker's compensation acts, disability benefit acts, or other employee benefit acts.

ARTICLE 12 – CLAIMS

12.1 CLAIMS RELATING TO OWNER. Contractor agrees to make all claims for which Owner may be liable in the manner provided in the Contract Documents. Notice of such claims shall be given by Contractor to Owner within one (1) week prior to Contractor commencing work under this Agreement or the event for which such claim is to be made, or within three (3) calendar days of Contractor's first knowledge of the event, whichever shall first occur. Contractor's failure to provide notice of a claim as required by this Article 12.1 shall constitute a waiver of the claim. Contractor shall be bound by the determination of the Owner or, in the event of a legal action or proceeding, or arbitration, by the outcome of same and shall be entitled only to its proportionate share of any net recovery.

12.2 CLAIMS NOT RELATING TO OWNER. Contractor shall give Owner written notice of all claims not included in Article 12.1, within the same time frames noted in Article 12.1. Should Contractor fail to provide notice within the time required, such claims shall be deemed waived.

12.3 CONTRACTOR TO CONTINUE WORK. Contractor shall carry on the Work and maintain satisfactory progress while any claim or claims brought pursuant to Article 12.1 or 12.2, or any other dispute(s), is/are being resolved, and Owner shall continue to make payments in accordance with the Agreement.

ARTICLE 13 – DISPUTE RESOLUTION

13.1 CONSENSUAL RESOLUTION EFFORTS. Upon notification of a dispute, Owner and Contractor shall meet to informally resolve such dispute.

13.2 DISPUTES BETWEEN OWNER AND SUBCONTRACTOR. Any controversy or claim arising out of or related to this Agreement involving an amount less than \$5,000 (or the maximum limit of the court) must be heard in the Small Claims Division of the Superior Court in Humboldt County. If any question arises regarding or relating to Contractor's work or regarding the rights and obligations of Owner and/or Contractor under the Contract Documents, then, as a condition precedent to litigation as described below, Owner and Contractor shall first mediate any dispute. With respect to claims and disputes between Owner and Contractor arising out of or relating to obligations under this Agreement, and which do not involve issues of fact or law the following shall apply: Each claim or dispute between the parties arising out of or relating to this Agreement shall be litigated in a California State Court of competent jurisdiction, or if jurisdiction over the action cannot be obtained in California State Court, in a Federal Court of competent jurisdiction situated in the State of California.

13.3 CONSOLIDATED ARBITRATION PROCEEDINGS. The claims and disputes of Owner, Contractor, and other subcontractors involving a common question of fact or law shall be heard by the same arbitrator(s) or court in a single proceeding.

13.4 NO LIMITATION OF RIGHTS OR REMEDIES. This Article shall not be deemed a limitation of any rights or remedies that Contractor may have under any federal or state mechanics lien, stop notice, or labor and material payment bond unless such rights have been expressly waived by Contractor.

ARTICLE 14 – MISCELLANEOUS PROVISIONS

14.1 LAW AND EFFECT. This Agreement shall be governed by the laws of the State of California.

14.2 SEVERABILITY AND WAIVER. The partial or complete invalidity of any one or more provisions of this Agreement shall not affect the validity or continuing force and effect of any other provision.

14.3 ATTORNEYS' FEES. In the event either party shall prevail in any legal or equitable action or arbitration proceeding to enforce any term(s) of this Agreement, such party shall be entitled to receive from the other party all court costs, actual attorneys' fees, and all other expenses, including but not limited to expert witness fees, incurred in such litigation and the preparation thereof.

14.4 ENTIRE AGREEMENT. This Agreement is solely for the benefit of the signatories hereto and represents the entire and integrated agreement between the parties hereto, and supersedes all prior proposals, bids, correspondence, negotiations, representations, or agreements, whether written or oral.

14.5 TERMS. The terms of this Agreement are contractual and the result of negotiations between the parties hereto. Accordingly, any rule of construction of contracts, including without limitation California Civil Code section 1654, that ambiguities are to be construed against the drafting party, shall not be employed in the interpretation of this Agreement.

14.6 WRITTEN NOTICE. Written notice shall be deemed to have been duly served if delivered in person to the individual or a member of the firm or entity or to Contractor's authorized representative, or if delivered at or sent by registered or certified mail to the last business address known to the party giving notice.

14.7 RIGHTS AND REMEDIES. Duties and obligations imposed by the Contract Documents, and rights and remedies available thereunder, shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by applicable law.

14.8 AUDIT. Owner shall have the right to inspect the work, or any portion thereof, at any time, in accordance with this Agreement and the Contract Documents. Any right of the Owner to inspect or audit the books, accounting records, files and documents of Contractor in accordance with the Contract Documents is incorporated herein as though set forth in full.

Owner shall have the right to inspect, audit and copy at any time, upon reasonable notice, during normal business hours, Contractor's books, documents and accounting records, including but not limited to bid worksheets, bids, subcontractor bids, and proposals, estimates, cost accounting data, accounting records, payroll records, time sheets, cancelled checks, profit and loss statements, balance sheets, Project correspondence, including but not limited to all correspondence between Contractor and Contractor's sureties and subcontractors/vendors, Project files, scheduling information, and other records of the Contractor and all subcontractors directly or indirectly pertinent to the work, original as well as change and claimed extra work, to verify and evaluate the accuracy of cost and pricing data submitted with any change order, prospective or completed, or any claim for which additional compensation has been requested or notice of potential claim has been tendered. Contractor shall keep complete and accurate records concerning Contractor's work and the Project at its principal office for at least four (4) years after the work is completed and accepted.

This provision shall be included in all of Contractor's subcontracts and purchase orders, and all of Contractor's subcontractors and suppliers, of any tier, shall be bound by this provision.

14.9 ASSIGNMENT OF CARTWRIGHT ACT CLAIMS. If applicable, Contractor offers and agrees to assign to Owner all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the Agreement. This assignment shall be made and become effective at the time Owner tenders final payment to the Contractor, without further acknowledgment by the parties.

CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTORS STATE LICENSE BOARD WHICH HAS JURISDICTION TO INVESTIGATE COMPLAINTS AGAINST CONTRACTORS IF A COMPLAINT REGARDING A PATENT ACT OR OMISSION IS FILED WITHIN FOUR YEARS OF THE DATE OF THE ALLEGED VIOLATION. A COMPLAINT REGARDING A LATENT ACT OR OMISSION PERTAINING TO STRUCTURAL DEFECTS MUST BE FILED WITHIN TEN YEARS OF THE DATE OF THE ALLEGED VIOLATION. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTORS STATE LICENSE BOARD, POST OFFICE BOX 26000, SACRAMENTO, CALIFORNIA 95826.

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate as of the day and year first above written. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and copies of which transmitted via facsimile or pdf shall be deemed originals, and which together shall be deemed one and the same agreement. To the extent the signed version of this Agreement is digitally stored, electronic copies have the same force and effect as the original.

HUMBOLDT BAY MUNICIPAL WATER DISTRICT

HUMBOLDT FENCE COMPANY

By: _____

By: _____

Name of Signee: _____

Name of Signee: _____

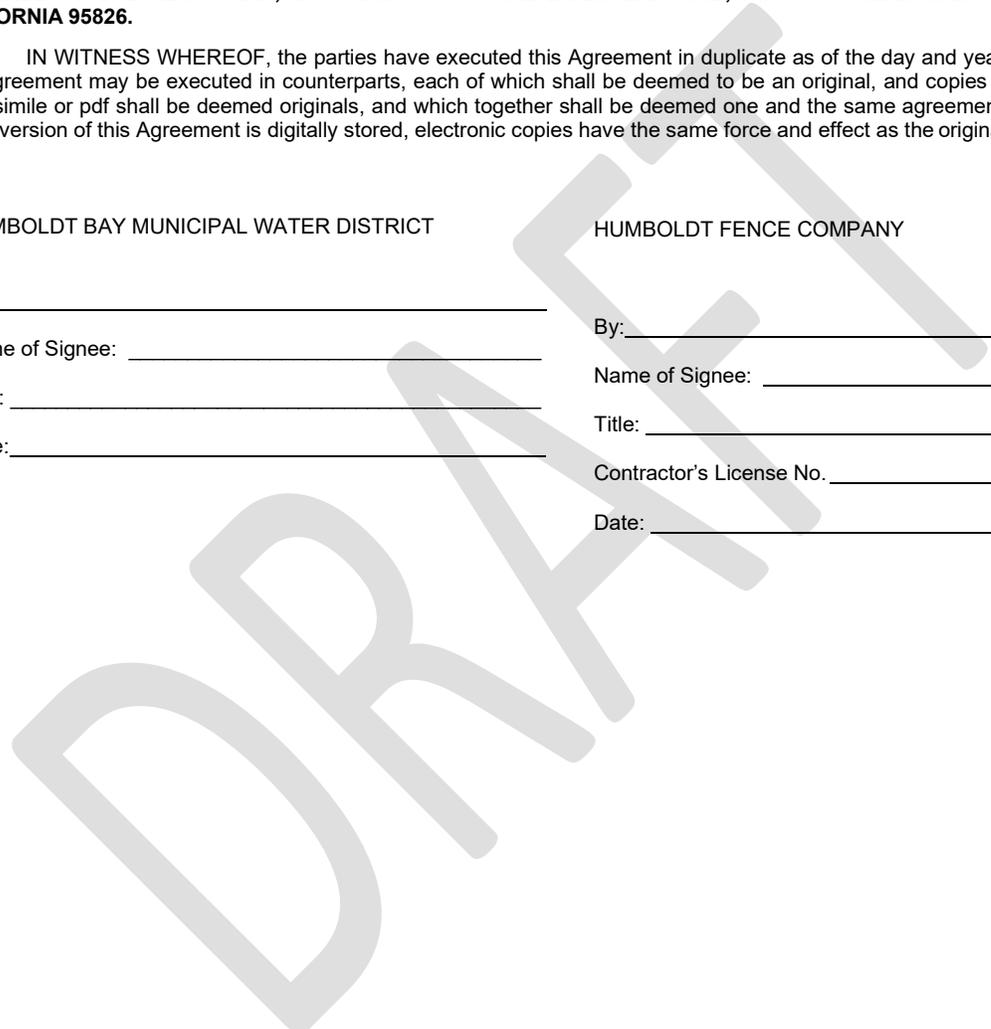
Title: _____

Title: _____

Date: _____

Contractor's License No. _____

Date: _____





ITEM: Consider Approval of Attendance and Expenses for Staff and Board Members at the 2026 CSDA Special Districts Legislative Days

PRESENTED BY: Michiko Mares, General Manager

TYPE of ITEM: ACTION

TYPE of ACTION: General Vote

Recommendation

Staff recommend the Board approve District payment of registration fees, lodging, and related expenses for any staff or Board members who wish to attend the 2026 CSDA Special Districts Legislative Days in Sacramento on April 7-8, 2026.

Discussion

The California Special Districts Association (CSDA) will host its annual Special Districts Legislative Days on April 7-8, 2026, in Sacramento. This event provides an important opportunity for special district leaders to engage directly with state legislators and educate them about the vital role special districts play in serving California communities.

Event Details:

- **Dates:** Tuesday, April 7, 2026 (8:00 a.m. – 6:30 p.m.) and Wednesday, April 8, 2026 (8:00 a.m. – 11:30 a.m.)
- **Location:** Hyatt Regency Sacramento, Sacramento, CA
- **Registration Fee:** \$395 per person (CSDA Member rate, if registered by March 6, 2026); \$495 per person after March 6, 2026
- **Lodging:** \$249 per night at the Hyatt Regency Sacramento

The two-day conference includes:

- Breakfast with Legislator of the Year
- State Legislative Update
- Advocacy Briefing
- CSDA-arranged group visits to legislative offices
- Private Legislative Reception

This event offers valuable opportunities for District representatives to:

- Advocate for special district interests with state legislators
- Build relationships with elected officials and their staff
- Stay informed on legislative issues affecting special districts and water agencies
- Network with other special district leaders from across California
- Learn about advocacy strategies and best practices

Staff recommend the Board authorize District payment of registration fees, lodging at the Hyatt Regency Sacramento, and related travel expenses for any staff or Board members who wish to attend. Attendance at this event supports the District's commitment to effective advocacy and representation at the state level consistent with Policy 1055 – Legislative Advocacy.

Alternatives

The Board could choose not to approve attendance at this event, though this would limit the District's ability to engage directly with state legislators, participate in important advocacy efforts affecting special districts, and setting Advocacy Priorities for 2026.

Fiscal Analysis

Costs will vary depending on the number of attendees. Registration fees are \$395 per person if registered by the early bird deadline of March 6, 2026, or \$495 per person thereafter. Additional costs include lodging at the Hyatt Regency Sacramento and related travel expenses. Sufficient funds are available in the approved operating budget to cover these expenses.

Environmental Requirements

Not Applicable.

Exhibits/Attachments

None.



ITEM: Consider Approval of an Employee Emergency Loan Program (EELP) to Support the District’s Emergency Preparedness

PRESENTED BY: Chris Harris, Director of Finance and Human Resources

TYPE of ITEM: ACTION

TYPE of ACTION: General Vote – Consent Calendar

Recommendation

Staff recommend approval of a new Employee Emergency Loan Program (EELP) offering zero-interest loans to eligible employees for the purchase of specific emergency resiliency supplies for their household. This program aims to support employee financial well-being, emergency preparedness, and business continuity during a natural disaster or community-wide disaster.

Discussion

In the event of a major emergency (e.g., earthquake, wildfire, severe weather event), the primary concern for our employees will be their immediate safety and security as well as that of their families. Employees without adequate emergency provisions will likely face significant delays in returning to work to assist with the District’s emergency response as they manage their own crisis at home, search for necessities, or deal with displacement. The availability of staffing directly impacts the District’s ability to recover and be able to effectively serve our customers and assist with community-wide disaster recovery. Furthermore, the financial barrier to purchasing comprehensive emergency supplies can be substantial for many District employees, even those who recognize the need.

Staff proposes the implementation of an internal, voluntary zero-interest loan program to assist employees in purchasing essential emergency preparedness supplies. By offering financial support to secure necessary emergency provisions, the District can significantly enhance employee/family safety and well-being during a disaster. A prepared workforce is more resilient, allowing employees to return to work sooner post-disaster, thereby maintaining operational stability and improving District disaster recovery.

Proposed Item List

The specific list of approved items will align with guidance from sources like the Federal Emergency Management Agency (FEMA), the Red Cross, and both State and County Offices of Emergency Services (OES). It is anticipated that approved items list will include:

1. Generators
2. Battery Storage
3. Starlink Hardware (will not include the monthly service fees)
4. Multi-day non-perishable food kits (Red Cross recommends a three-day supply per household member)
5. Purchase of potable water storage systems (Red Cross recommends at minimum a three-day supply per household member)
6. Other items with General Manager approval prior to purchase

Proposed Program Mechanics

1. Loan Amount: Up to \$5,000 per employee to cover cost of approved emergency items for their household. All items must be approved prior to purchase.
2. Interest Rate: Zero percent (0%).
3. Repayment Terms: Employees will be required to complete a “Loan Agreement” (to be provided by District Counsel) and repayment will be facilitated through automatic payroll deductions over a period of 12 to 24 months, minimizing the financial strain on employees. In the case of separation, any remaining balance due will be immediately payable to the District.
4. Scope: Funds must be used exclusively for pre-approved emergency supplies.
5. Eligibility: All permanent employees who have been employed at the District for a minimum of 6-months.

Anticipated Benefits

The implementation of EELP offers potential significant benefits to both employees and the District including:

- Employee Well Being – This will help reduce financial stress associated with preparedness and provides tangible security during a crisis. The availability of a zero-interest loan for emergency preparedness purchases supports the District’s commitment to the safety of our staff and their families.
- Business Continuity- Prepared employees can stabilize their home situations faster, enabling a quicker return to work and minimizing operational downtime post-disaster.
- Risk Mitigation- Proactive preparedness reduces potential indirect costs associated with disaster recovery efforts, absenteeism, and potential short-term staffing needs.

Alternatives

Do not offer a loan program. While this approach has no cost to the District, it relies on employees having the financial means and motivation to prepare independently, which may result in lower overall emergency preparedness levels.

Fiscal Analysis

The primary financial commitment for the District is the loan funding and minimal administrative costs for payroll processing. Since these are loans that are repaid in full, the funds are recuperated over time. The cost of a few days of widespread absenteeism post-disaster likely exceeds the administrative cost of running this program.

Environmental Requirements

N/A

Exhibits/Attachments

N/A

RESOLUTION NO. 2025-18**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE HUMBOLDT BAY MUNICIPAL WATER DISTRICT
CELEBRATING THIRTY YEARS OF DISTINGUISHED SERVICE BY DIRECTOR BRUCE RUPP**

WHEREAS, in the year of our Lord nineteen hundred and ninety-five, when flannel shirts were still fashionable (they still are in Humboldt), dial-up internet screeched its siren song, and the words "social media" meant actually talking to your neighbors, Bruce Rupp raised his right hand and took the oath to serve the people of the Humboldt Bay Municipal Water District; and

WHEREAS, three decades is 10,950 days (give or take a few leap years), approximately 262,800 hours, and more board meetings than any reasonable person should attend without hazard pay, yet Director Rupp has shown up with unwavering dedication, sharp insight, and—remarkably—a sense of humor intact; and

WHEREAS, during these thirty years, Director Rupp has witnessed the transition from paper agendas to digital packets, from typewritten minutes to cloud storage, and has somehow managed to adapt to each technological revolution while maintaining his commitment to common sense and sound judgment; and

WHEREAS, serving on a water district board requires the patience of Job, the wisdom of Solomon, and the stamina of a marathon runner, particularly when debating rate structures, infrastructure improvements, and the eternal question of whether that noise in the pipes is normal or apocalyptic; and

WHEREAS, Director Rupp has demonstrated that public service is not a sprint but a marathon—or in his case, an ultra-marathon—requiring dedication not measured in election cycles but in decades of steadfast commitment to clean, reliable water for our community; and

WHEREAS, thirty years of board service means Director Rupp has worked with several fellow board members, multiple general managers, countless staff members, and more engineers than one finds at a Starfleet convention, treating each with respect, professionalism, and the occasional well-timed quip; and

WHEREAS, his institutional knowledge is now so vast that he has become the District's living encyclopedia, able to recall obscure details from meetings past and explain "why we did it that way" with the authority of someone who was actually there when we did it that way; and

WHEREAS, the measure of true leadership is not found in seeking the spotlight but in showing up, doing the work, asking the tough questions, and serving with integrity year after year after year—which Director Rupp has done with grace and good humor; and

WHEREAS, this Board recognizes that thirty years of volunteer service represents an extraordinary gift to our community, reflecting not just Director Rupp's commitment to clean water, but his deep love for Humboldt County and its people;

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the Humboldt Bay Municipal Water District does hereby:

1. Extend its deepest gratitude and warmest congratulations to Director Bruce Rupp on achieving thirty years of exemplary service to this District and our community;
2. Acknowledge that his wisdom, experience, judgment, and steady hand have been invaluable assets to this Board and to the District's staff;
3. Express its hope that Director Rupp's example will inspire future generations of public servants to step forward and serve their communities with similar dedication; and
4. Declare that Bruce Rupp has earned the eternal right to say "Back in my day..." at any board meeting without interruption or eye-rolling.

BE IT FURTHER RESOLVED that this Resolution be spread upon the minutes of this District, that a certified copy be presented to Director Bruce Rupp, and that we raise our glasses (of Humboldt Bay Municipal Water District's finest H₂O, naturally) in tribute to three decades of distinguished service.

PASSED AND ADOPTED by the Board of Directors of the Humboldt Bay Municipal Water District this 11 day of December, 2025, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Michelle Fuller, Board President

ATTEST:

Contessa Dickson, Board Secretary



BOARD OF DIRECTORS
Humboldt Bay Municipal Water District
December 11, 2025

ITEM NO. 5.2

ITEM: Discuss and Consider Approval of Resolution 2025-17 Revising Board Policy 4235 – Types of Board Meetings

PRESENTED BY: Michiko Mares, General Manager

TYPE of ITEM: ACTION

TYPE OF ACTION: GENERAL VOTE

Recommendation

Staff recommend the Board approve Resolution 2025-17 Approving Board Policy 4235- Regular Board Meeting Start Time of the Board of Directors from 9:00 a.m. to 1:00 p.m., effective January 8, 2026, and eliminating the Treasurer position.

Discussion

The Board of Directors currently holds its regular meetings beginning at 9:00 a.m. as established in District Policy 4235.1 (Regular Meetings). At the November 13, 2025 Board meeting, under Agenda Item 5.3 "Approve Board meeting new start time," the Board motioned to change the regular meeting start time to better support operational needs, staff availability, and public participation.

Resolution No. 2025-17 establishes 1:00 p.m. as the new start time for all regular meetings of the Board of Directors. This change is intended to better support the District's operational requirements and provide improved opportunities for public engagement.

Key Details:

- Current meeting start time: 9:00 a.m.
- Proposed meeting start time: 1:00 p.m.
- Effective date: January 8, 2026
- Applies to: All regular meetings of the Board of Directors
- Duration: Continuing thereafter unless modified by future Board action

The resolution authorizes this change in accordance with the District's authority to establish by resolution the schedule and start times for regular meetings of the Board of Directors.

District Policy 4235 (Types of Board Meetings) establishes the framework for Board meetings, including regular, special, emergency, and adjourned meetings. Section 4235.1 (Regular Meetings) currently states that regular meetings shall be held on the second Thursday of each calendar month at 9:00 a.m. in the District office. The policy provides that "the date, time and place of regular Board meetings may be reconsidered annually at the annual organizational meeting of the Board, or such other time as the Board may determine due to a change in District needs and circumstances." The revised Policy 4235.1 will reflect the new 1:00 p.m. meeting start time.

As requested at the November 13 Regular Board Meeting, the Treasurer position will be eliminated and no longer appointed on a bi-annual basis as specified in Policy 4235.5.

All other provisions of Policy 4235, including notice requirements, agenda posting timelines, and procedures for special and emergency meetings, remain unchanged.

Alternatives

The Board could choose not to approve this resolution and updated policy and maintain the current 9:00 a.m. start time and Treasurer position.

Fiscal Analysis

There is no direct fiscal impact from approving this administrative change to the regular meeting start time.

Environmental Requirements

Not Applicable.

Exhibits/Attachments

Attachment 1 – Resolution No. 2025-17: A Resolution of the Board of Directors of the Humboldt Bay Municipal Water District Changing the Regular Meeting Start Time of the Board of Directors and Eliminating Treasurer Position

Attachment 2 – Board Policy 4235- Types of Board Meetings (Revised)

**HUMBOLDT BAY MUNICIPAL WATER DISTRICT
RESOLUTION NO. 2025-17**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE HUMBOLDT BAY MUNICIPAL WATER DISTRICT
APPROVING BOARD POLICY SECTION 4235 – TYPES OF BOARD MEETINGS**

WHEREAS, the Humboldt Bay Municipal Water District ("District") establishes by resolution the schedule and start times for regular meetings of the Board of Directors; and

WHEREAS, District Policy 4235.1 (Regular Meetings) currently provides that regular meetings of the Board of Directors shall be held on the second Thursday of each calendar month at 9:00 a.m.; and

WHEREAS, Policy 4235.1 provides that "the date, time and place of regular Board meetings may be reconsidered annually at the annual organizational meeting of the Board, or such other time as the Board may determine due to a change in District needs and circumstances"; and

WHEREAS, the Board of Directors desires to modify the start time of its regular meetings and finds that changing the regular meeting start time from 9:00 a.m. to 1:00 p.m. is in the best interest of the District and its constituents and the Board intends for this change to take effect beginning with regularly scheduled meeting on January 8, 2026; and

WHEREAS, District Policy 4235.5 (Annual Organizational Meeting) currently requires the Board to elect a President, Vice President and Treasurer at its regular meeting in even numbered years; and

WHEREAS, the Board of Directors desires to eliminate the Treasurer position.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the Humboldt Bay Municipal Water District hereby approves the revision of Board Policy Section 4235 – Types of Board Meetings, establishing 1:00 p.m. as the start time for all regular meetings of the Board of Directors, effective January 8, 2026, and eliminating the Treasurer position and continuing thereafter unless modified by future Board action.

BE IT FURTHER RESOLVED that District Policy 4235.1 (Regular Meetings) shall be revised to reflect this change in meeting start time and that District Policy 4235.5 (Annual Organizational Meeting) shall be revised to reflect the elimination of the Treasurer position.

PASSED AND ADOPTED by the Board of Directors of the Humboldt Bay Municipal Water District on this 11th day of December, 2025, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Michelle Fuller, President

Attest:

Contessa Dickson, Secretary of the Board

SECTION: 4000 – BOARD OF DIRECTORS
POLICY TITLE: Types of Board Meetings
POLICY NUMBER: 4235
DATE ADOPTED: November 13, 2025
DATE REVISED: [December 11, 2025](#) N/A



4235.1 Regular Meetings

Regular meetings of the Board of Directors shall be held on the second Thursday of each calendar month at ~~9:00 am~~ [1:00 pm](#) in the District office, 828 7th Street, Eureka, California, 95501. The date, time and place of regular Board meetings may be reconsidered annually at the annual organizational meeting of the Board, or such other time as the Board may determine due to a change in District needs and circumstances.

- a. An agenda shall be prepared and posted at least 72 hours before the meeting.
- b. Notice of the meeting shall be provided to the local newspaper and any other media outlet or person who has requested to receive notices of meetings by serving a copy of the agenda at least 72 hours before the meeting.

4235.2 Special Meetings

Special meetings of the Board of Directors may be called by the Board President or by a majority of the Board.

- a. All Directors shall be notified of the special Board meeting and the purpose or purposes for which it is called. Notice of the meeting shall be in writing, received by them at least 24 hours prior to the meeting.
- b. An agenda shall be prepared and posted at least 24 hours before the meeting and shall be delivered with the notice of the special meeting to the Board of Directors.
- c. Notice of the meeting shall be provided to the local newspaper and any other media outlet or person who has requested to receive notices of meetings by serving a copy of the agenda at least 24 hours before the meeting.
- d. Only those items of business listed in the call for the special meeting shall be considered by the Board at any special meeting.

SECTION: 4000 – BOARD OF DIRECTORS
POLICY TITLE: Types of Board Meetings
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DATE ADOPTED: November 13, 2025
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4235.3 Emergency Meetings

In the event of an emergency situation involving matters upon which prompt action is necessary, the Board of Directors may hold an emergency meeting without complying with the 24-hour notice requirement. An emergency situation means either, as determined by a majority of the Board: (1) a work stoppage, crippling activity, or other activity that severely impairs public health or safety; or (2) a crippling disaster, mass destruction, terrorist act, or threatened terrorist activity that poses immediate and significant peril (a dire emergency).

- a. When possible, notice shall be provided to the media outlets by telephone at least one hour before the meeting.
- b. Actions taken during an emergency meeting shall be by roll call vote.
- c. The Board may meet in closed session if agreed to by 2/3 vote of the members present, or if less than 2/3 present, by unanimous vote.
- d. Following an emergency meeting, the minutes of the meeting, a list of persons notified or attempted to be notified of the meeting, and actions taken must be posted for ten (10) days in a public place.

4235.4 Adjourned Meetings

A majority vote of the quorum of the Board of Directors may adjourn any Board meeting at any place in the agenda to a time and place specified in the order of adjournment, except that if no quorum is present or no Directors are present at any regular or adjourned regular meeting, the Board president or General Manager may declare the meeting adjourned to a stated time and place. Notice of the adjourned meeting shall be posted on or near the door of the meeting within 24 hours after the adjournment and the adjourned meeting shall be noticed in the same manner as a special meeting.

4235.5 Annual Organizational Meeting

The Board of Directors shall hold an annual organizational meeting at its regular meeting in even numbered years, in the month of December. At this meeting the Board will elect a

SECTION: 4000 – BOARD OF DIRECTORS
POLICY TITLE: Types of Board Meetings
POLICY NUMBER: 4235
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President ~~and~~, Vice President ~~and Treasurer~~ from among its members to serve during the coming calendar year.



ITEM: Discuss and Consider Approval of Termination of Emergency Authorization for Emergency Relocation of Water Transmission Pipeline on Samoa Peninsula

PRESENTED BY: Michiko Mares

TYPE of ITEM: ACTION

TYPE of ACTION: General Vote

Recommendation

Discuss and consider approval to terminate the existence of an emergency authorization for emergency relocation of District's transmission pipeline on Samoa Peninsula as stated in Resolution No. 25-15.

Discussion

District staff were informed on November 12, 2025, that an air-release valve and vault on the Samoa Peninsula was damaged. Staff investigated on November 13, 2025, and discovered the recent high tides (8+ feet) had undermined the vault and were no longer secure. Staff removed the air-release valve and vault to prevent further damage and possible failure to the 6-inch transmission pipeline which serves the Coast Guard at the southern end of the Samoa peninsula.

On Thursday, November 20, 2025, the Board approved Resolution No. 25-15 to authorize emergency relocation of the District's transmission pipeline on the Samoa Peninsula. The General Manager authorized an emergency response contract with a local contractor.

All work, including the pipeline relocation and site restoration, were complete by December 5, 2025.

Pursuant to Public Contract Code §22050(b), the Board shall terminate the emergency authorization at the completion of the emergency.



Figure 1: Pipeline Installation



Figure 2: Shoreline Encroachment November 2025

Alternatives

Not applicable.

Fiscal Analysis

Work performed by the Contractor was tracked on force account. The contractor invoices should be reconciled by the end of December.

Environmental Requirements

Work completed under the District's County Annual Encroachment Permit.

Exhibits/Attachments

None



ITEM: Discuss and Consider Approval of Board Committee Assignments
PRESENTED BY: Michiko Mares, General Manager
TYPE of ITEM: ACTION
TYPE of ACTION: General Vote

Recommendation

Staff recommend the Board discuss and consider approval of Board Committee Assignments.

Discussion

Pursuant to Board Policy 4105.2, standing and ad hoc committee assignments are established at the end or beginning of the calendar year, with appointments publicly announced no later than the Board's regular meeting in January. These committees provide focused oversight and recommendations on specific District functions, activities, and operations.

As stated in Board Policy 4105.1:

- Temporary advisory (ad hoc) committees shall consist solely of Board members;
- Committees shall be comprised of less than a majority of Board members;
- Committees may make recommendations to the Board but have no decision-making authority; and
- All committee meetings are subject to Brown Act requirements.

Current Ad Hoc Committees

1. Board Policy (formerly Board Policy and GM Evaluations)

Members: President Fuller and Director Rupp

This Committee is responsible for reviewing and recommendation of Board Policy for Board approval. Policies approved to date include Sections 1000-1060 General Policies and Sections 4100-4240 Board of Directors. Policies to be completed in calendar year 2026 include Series 2000 Administration, 3000 Personnel, and 5000 Resources. Board Policy and GM Evaluations are separate topics and should not be considered as one ad hoc committee.

2. Former McNamara and Peepe Mill Site Cleanup (formerly Mad River Policy)

Members: President Fuller and Director Wheeler

This Committee attends the quarterly DTSC meetings regarding the former McNamara and Peepe Mill Site and recommends next steps to protect the District's source water. The title "Mad River Policy" is broad and does not accurately capture the ad hoc committee purpose.

3. Mad River (Baduwa't) Headwaters

Members: Director Rupp and Director Wheeler

This Committee supports the protection, restoration, and stewardship of the headwaters and watershed.

4. Un-Naming of the Mad River

Members: President Fuller and Director Wheeler

This Committee supports efforts to move forward in the process to adopt a resolution to recognize "Baduwa't" as the preferred name while acknowledging that "Mad River" remains the official federal designation.

5. Instream Flow Dedication

Members: President Fuller and Director Woo

This Committee supports the petition for change for instream flow dedication pursuant to section 1707 of the California Water Code to promote water transfers for the benefit of the environment.

Ad Hoc Committees to Consider Throughout the Year

1. Performance Evaluation of the General Manager

Members: To be decided

This Committee would be responsible for developing a tool to evaluate the General Manager performance consistent with Policy 1052 Performance Evaluation of the General Manager.

2. Legislative Advocacy

Members: To be decided

This Committee would be responsible for setting the District's advocacy priorities for a calendar year consistent with Policy 1055 Legislative Advocacy.

3. Annual Audit

Members: To be decided

This Committee would be responsible for overseeing the District's annual financial audit.

4. Water Rights Renewal

Members: To be decided

This Committee would be responsible for recommending next steps to renew the District's water rights.

Recommended Action

Staff recommend the Board:

1. **Approve committee assignments** for each of the current ad hoc committees, ensuring compliance with Brown Act requirements (less than a quorum on each committee);
2. **Provide direction** on which additional ad hoc committees should be established during the year and approximate timing for their formation; and
3. **Authorize the Board President** to make committee appointments and publicly announce assignments consistent with Board Policy 4105.2.

Alternatives

The alternative to not approving and assigning ad hoc committees would be:

Full Board consideration of all matters – Every issue typically discussed in ad hoc committees would need to come directly to the full Board for discussion and action at regular Board meetings. This means:

1. **Less efficiency**- Board meetings would be longer and potentially more frequent, as all preliminary work, research, and discussion that committees currently handle would occur during full Board meetings.
2. **Less focused expertise**- Instead of 2-3 Board members developing deep familiarity with specific issues (like the Former McNamara and Peepe Property or Water Rights Renewal), all Board members would need to engage with every detail of every matter.
3. **Reduced flexibility**- Ad hoc committees can meet more informally and frequently to work through complex issues. Without them, the Board would be constrained to its regular meeting schedule and formal meeting requirements.
4. **Staff-driven process**- Alternatively, staff would need to do more preliminary work and bring more fully developed proposals to the Board, rather than having Board committees provide policy direction during the development process.

Some Boards operate successfully without committees, particularly smaller boards with lighter workloads. For districts with complex ongoing matters i.e. instream flow dedication, threats to natural resources, etc., committees typically provide valuable benefits in managing the Board's workload and providing focused oversight.

Fiscal Analysis

Committee work is performed by Board members without additional compensation beyond normal Board meeting fees.

Environmental Requirements

Not Applicable

Exhibits/Attachments

Attachment 1- 4105: Committee of the Board of Directors

Attachment 2 – 1052: Performance Evaluation of the General Manager

Attachment 3 – 1055: Legislative Advocacy

SECTION: 4000 – BOARD OF DIRECTORS
POLICY TITLE: Committees of the Board of Directors
POLICY NUMBER: 4105
DATE ADOPTED: November 13, 2025
DATE REVISED: N/A



4105.1 Temporary Advisory Committees

The Board President shall appoint any such temporary advisory committees (also referred to as “ad hoc committees”) as may be deemed necessary or advisable by the President or the Board. The purpose of a temporary advisory committee and the time allowed to accomplish that purpose shall be outlined at the time of appointment. A temporary advisory committee shall be considered dissolved when its purpose has been accomplished or when the timeframe for its existence has expired, whichever occurs first.

- a. A temporary advisory committee shall be comprised solely of members of the Board, and shall consist of less than a majority of Board Members.
- b. A temporary advisory committee may make recommendations to the Board. The Board may not delegate any decision-making power to a temporary advisory committee.
- c. A temporary advisory committee shall meet on an as needed basis and shall not have a meeting schedule fixed by charter, ordinance, resolution, or formal action of the Board.

4105.2 Standing Committees

Standing committees of the Board will be established at the end or beginning of the calendar year.

The Board President shall appoint and publicly announce the members of the standing committees for the ensuing year no later than the Board's regular meeting in January. Standing committees may be assigned to review District functions, activities, and operations pertaining to their designated concerns, as specified below. Said assignment may be made by the Board President, a majority vote of the Board, or on their own initiative. Any recommendations from standing committees shall be submitted to the Board via a written or oral report. All meetings of standing committees are subject to the requirements of all applicable open meeting laws, including but not limited to the Brown Act.

SECTION: 1000 - GENERAL POLICIES
 POLICY TITLE: Performance Evaluation of General Manager
 POLICY NUMBER: 1052
 DATE ADOPTED: November 13, 2025
 DATE REVISED: N/A



1052.1 Purpose

This policy outlines a comprehensive procedure for evaluating the General Manager's performance in alignment with the Humboldt Bay Municipal Water District's Mission and Strategic Goals. The evaluation process is designed to:

- a. Provide structured feedback on performance relative to established expectations;
- b. Identify areas of strength and opportunities for development;
- c. Align the General Manager's priorities with District Mission and Goals;
- d. Foster transparent communication between the Board, General Manager, and stakeholders; and
- e. Establish clear metrics for accountability.

1052.2 Evaluation Timeline

Timeline	Activity	Participants
May	Annual goal setting for the fiscal year (Begins after April comprehensive evaluation)	Full Board and General Manager
July	First quarter progress check-in	Board President and General Manager
October	Mid-year formal review	Full Board and General Manager
January	Third quarter progress check-in	Board President and General Manager
March	Annual comprehensive evaluation (Evaluation Process begins 3-weeks prior to April Board Meeting)	Full Board, Staff, Key Stakeholders, General Manager

1052.3 Evaluation Components

Core Mission and Strategic Goal Alignment

Assessment of how effectively the General Manager upholds the District's core mission and strategic goals, as set and determined by the Board from time to time

Leadership Competencies

Assessment of essential leadership capabilities:

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POLICY TITLE: Performance Evaluation of General Manager
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- a. Strategic Vision and Planning;
- b. Communication and Stakeholder Relations;
- c. Staff Development and Management;
- d. Problem Solving and Decision Making; and Board Relations and Governance Support.

Professional Development

Review of growth in knowledge, skills, and abilities:

- a. Industry knowledge advancement;
- b. Professional licensure maintenance;
- c. Leadership development progress; and
- d. Community and professional engagement.

1052.4 Evaluation Process

Step 1: Preparation (3 weeks prior to evaluation)

- a. General Manager prepares self-assessment and annual list of accomplishments using a standard evaluation form to be provided to Board members prior to distribution of evaluation forms;
- b. Legal Counsel distributes evaluation forms to Board members, Legal Counsel, and staff; and
- c. Participants are given two weeks to complete evaluations.

Step 2: Collection and Compilation (1 week prior to evaluation)

- a. Legal Counsel (or designated third party) collects all evaluation forms;
- b. Results are compiled and staff evaluations anonymized ; and
- c. Distributed to Board members and General Manager.

Step 3: Executive Session Review (Evaluation meeting)

- a. Board meets in closed session to discuss evaluation results;
- b. General Manager presents self-assessment; and
- c. Board discusses areas of alignment and divergence in evaluations.

Step 4: Performance Discussion (Same meeting)

- a. General Manager joins Board for collaborative discussion;

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- b. Review of accomplishments, challenges, and opportunities; and
- c. Discussion of strategic priorities for upcoming period.

Step 5: Documentation and Goal Setting (Within 2 weeks after evaluation)

- a. Board President and General Manager document key performance feedback;
- b. New performance goals established for next evaluation period; and
- c. Final evaluation report approved by Board.

1052.5 Performance Rating Scale

All evaluation criteria will be rated using the following 4-point scale:

Rating	Description
4 - Exceeds Expectations	Performance regularly exceeds expectations in most areas
3 - Meets Expectations	Performance consistently meets established expectations
2 - Needs Improvement	Performance occasionally falls short of expectations
1 - Unsatisfactory	Performance consistently falls below expectations
N/A	Insufficient information to evaluate this criterion

1052.6 Continuous Improvement

This evaluation procedure will be reviewed annually to ensure its effectiveness. The Board and General Manager may jointly modify the process to improve its utility in supporting District goals and management excellence.

1052.7 Confidentiality

All individual evaluations are confidential personnel matters. Only aggregated, anonymized staff feedback will be compiled. The final evaluation document will be maintained in the General Manager's personnel file with appropriate privacy protections.

SECTION: 1000 - GENERAL POLICIES
POLICY TITLE: Legislative Advocacy
POLICY NUMBER: 1055
DATE ADOPTED: November 13, 2025
DATE REVISED: N/A



1055.0 Purpose

The purpose of the policy is to guide Humboldt Bay Municipal Water District officials and staff in considering legislative or regulatory proposals that are likely to have an impact on the District, and to allow for a timely response to important legislative issues. Although the expenditure of public funds for the purpose of supporting or opposing a ballot measure or candidate is prohibited,¹ the expenditure of public funds is allowed to advocate for or against proposed legislation or regulatory actions which will affect the public agency expending the funds.²

The purpose for identifying Legislative Advocacy Procedures is to provide clear direction to District staff with regard to monitoring and acting upon bills during state and federal legislative sessions. Adherence to Legislative Advocacy Procedures will ensure that legislative inquiries and responses will be administered consistently with “one voice” as to the identified Advocacy Priorities adopted by the Board of Directors. The Legislative Advocacy Procedures and Advocacy Priorities will provide the District General Manager, or other designee, discretion to advocate in the District’s best interests in a manner consistent with the goals and priorities adopted by the Board of Directors.

1055.1 Policy Goals

1. Advocate the District’s legislative interests at the state, county, and federal levels;
 - a. Inform and provide information to the Board of Directors and district staff on the legislative process and key issues and legislation that could have a potential impact on the District;
 - b. Serve as an active participant with other local governments, the California Special Districts Association, Association of California Water Agencies, and local government associations on legislative and regulatory issues that are important to the District and the region; and
 - c. Seek grant and funding assistance for projects, services, and programs to enhance services for the community.

¹ Cal. Gov. Code § 54964.

² Cal. Gov. Code § 53060.5; *Stanson v. Mott* (1976) 17 Cal. 3d 206.

SECTION: 1000 - GENERAL POLICIES
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POLICY NUMBER: 1055
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1055.2 Policy Principles

The Board of Directors recognizes the need to protect District interests and local control, and to identify various avenues to implement its strategic and long-term goals. It is the policy of the District to proactively monitor and advocate for legislation as directed by the Advocacy Priorities and by the specific direction of the Board of Directors.

This policy provides General Manager, or other designee, the flexibility to adopt positions on legislation in a timely manner, while allowing the Board of Directors to set Advocacy Priorities to provide policy guidance. The Board of Directors shall establish various Advocacy Priorities and, so long as the position fits within the Advocacy Priorities, staff is authorized to take a position without board approval.

Whenever an applicable Advocacy Priority does not exist pertaining to legislation affecting the District, the matter shall be brought before the Board of Directors at a regularly scheduled board meeting for formal direction from the Board of Directors. The Board of Directors may choose to establish a standing committee of two Directors, known as the “Legislative Advocacy Committee”, with the authority to adopt a position when consideration by the full Board of Directors is not feasible within the time-constraints of the legislative process.

Generally, the District will not address matters that are not pertinent to the District’s local government services, such as social issues or international relations issues.

1055.3 Legislative Advocacy Procedures

It is the policy of the District to proactively monitor and advocate for legislation as directed by the Advocacy Priorities and by the specific direction of the Board of Directors. This process involves interaction with local, state, and federal government entities both in regard to specific items of legislation and to promote positive intergovernmental relationships. Accordingly, involvement and participation in regional, state, and national organizations is encouraged and supported by the District.

Monitoring legislation is a shared function of the Board of Directors and General Manager or designated staff. The Legislative Advocacy Procedures are the process by which staff will track and respond to legislative issues in a timely and consistent manner. The General Manager, or other designee, will act on legislation utilizing the following procedures:

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POLICY TITLE: Legislative Advocacy
POLICY NUMBER: 1055
DATE ADOPTED: November 13, 2025
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- a. The General Manager or other designee shall review requests that the District take a position on legislative issues to determine if the legislation aligns with the District's current approved Advocacy Priorities.
- b. The General Manager or other designee will conduct a review of positions and analysis completed by the California Special Districts Association, Association of California Water Agencies, other local government associations, and/or persuasive analysis from other reputable organizations when formulating positions.
- c. If the matter aligns with the approved priorities, the District response shall be supplied in the form of a letter to the legislative body reviewing the bill or measure. Advocacy methods utilized on behalf of the District, including but not limited to letters, phone calls, emails, and prepared forms, will be communicated through the General Manager or designee. The General Manager or designee shall advise staff to administer the form of advocacy, typically via letters signed by the General Manager, or designee, on behalf of the Board of Directors.
- d. All draft legislative position letters initiated by the General Manager or designee shall state whether the district is requesting "watch", "support", "support if amended", "oppose", or "oppose unless amended" action on the issue, and shall include adequate justification for the recommended action. If possible, the letter should include examples of how a bill would specifically affect the District, e.g. "the funding the District will lose due to this bill could pay for X capital improvements."
 1. Watch – legislation that may or may not advance the District's goals dependent on how the legislation develops.
 2. Support – legislation in this area advances the District's goals and priorities.
 3. Oppose – legislation in this area could potentially harm, negatively impact or undo positive momentum for the District, or does not advance the district's goals and priorities.
- e. The General Manager may also provide a letter of concern or interest regarding a legislative issue without taking a formal position on a piece of legislation. Letters of concern or interest are to be administered through the General Manager or designee.

SECTION: 1000 - GENERAL POLICIES
POLICY TITLE: Legislative Advocacy
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- f. When a letter is sent to a state or federal legislative body, the appropriate federal or state legislators representing the District shall be included as a copy or “cc” on the letter. The appropriate contacts at the California Special Districts Association, Association of California Water Agencies, and other local government associations, if applicable, shall be included as a cc on legislative letters.
 - g. A position may be adopted by the General Manager or designee if any of the following criteria is met:
 - 1. The position is consistent with the adopted Advocacy Priorities;
 - 2. The position is consistent with that of organizations to which the district is a member, such as the California Special Districts Association and/or Association of California Water Agencies; or
 - 3. The position is approved by the Board of Directors or the Legislative Advocacy Committee.
 - h. All legislative positions adopted via a process outside of a regularly scheduled Board Meeting shall be communicated to the Board of Directors at the next regularly scheduled Board Meeting. When appropriate, the General Manager or other designee will submit a report (either written or verbal) summarizing activity on legislative measures to the Board of Directors.

1055.4 Advocacy Priorities

Each January the Board may consider setting Advocacy Priorities for the particular calendar year, which shall be in addition to the following standing Advocacy Priorities:

Revenue, Finances, and Taxation

Ensure adequate funding for special districts’ safe and reliable core local service delivery. Protect special districts’ resources from the shift or diversion of revenues without the consent of the affected districts. Promote the financial independence of special districts and afford them access to revenue opportunities equal to that of other types of local agencies. Protect and preserve special districts’ property tax allocations and local flexibility with revenue and diversify local revenue sources.

Support opportunities that allow the District to compete for its fair share of regional, state, and federal funding, and that maintain funding streams. Opportunities may include

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competitive grant and funding programs. Opportunities may also include dedicated funding streams at the regional, state, or federal levels that allow the District to maximize local revenues, offset and leverage capital expenditures, and maintain district goals and standards.

Governance and Accountability

Enhance special districts' ability to govern as independent, local government bodies in an open and accessible manner. Encourage best practices that avoid burdensome, costly, redundant or one-size-fits all approaches. Protect meaningful public participation in local agency formations, dissolutions, and reorganizations, and ensure local services meet the unique needs, priorities, and preferences of each community.

Oppose additional public meeting and records requirements that unnecessarily increase the burden on public resources without effectively fostering public engagement and enhancing accountability of government agencies.

Promote local-level solutions, decision-making, and management concerning service delivery and governance structures while upholding voter control and maintaining LAFCO authority over local government jurisdictional reorganizations and/or consolidations.

Human Resources and Personnel

Promote policies related to hiring, management, and benefits and retirement that afford flexibility, contain costs, and enhance the ability to recruit and retain highly qualified, career-minded employees to public service. As public agency employers, support policies that foster productive relationships between management and employees.

Maintain special districts' ability to exercise local flexibility by minimizing state mandated contract requirements. Oppose any measure that would hinder the ability of special districts to maximize local resources and efficiencies through the use of contracted services.

Infrastructure, Innovation, and Investment

Encourage prudent planning for investment and maintenance of innovative long-term infrastructure. Support the contracting flexibility and fiscal tools and incentives needed to

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help special districts meet California’s changing demands. Promote the efficient, effective, and sustainable delivery of core local services.

Prevent restrictive one-size-fits-all public works requirements that increase costs to taxpayers and reduce local flexibility.



ITEM: Discuss and Consider Approval of District Association Memberships
 PRESENTED BY: Michiko Mares, General Manager
 TYPE of ITEM: ACTION
 TYPE of ACTION: General Vote

Recommendation

Staff recommend the Board discuss and consider approval of the District's annual association memberships and appointment of Board representatives in accordance with Board Policy 1005 – Association Memberships. This action is part of the annual budget process as specified in Policy 1005.2

Discussion

Pursuant to Board Policy 1005, District membership in industry-related associations should take advantage of in-service training opportunities and maintain connections with stakeholder groups. The policy requires that decisions to continue, discontinue, or add new memberships occur through the annual budget process. The Board President appoints representatives and alternates.

Current Memberships and Costs

The Fiscal Year 2026 (FY26) membership budget is \$39,000 and the Director fees for association memberships are budgeted under employee wages. In the past, Director fees to support association memberships have not been captured in the budget process.

To accurately depict the true cost of association memberships including Director fees, the Fiscal Year 2025 (FY25) costs are presented below. The total annual cost for membership dues was \$33,618 and \$12,010 for Director fees, totaling \$45,628. A breakdown of the various memberships by area and cost for FY25 are presented below.

1. Water Industry Organizations

Organization	Membership Dues	Director Fees	Director Assignment
California Rural Water Association (CRWA)	\$662	-	N/A
Association of California Water Agencies (ACWA) – Joint Powers Insurance Authority (JPIA)	\$22,210	\$7,140	Rupp

Organization	Membership Dues	Director Fees	Director Assignment
American Water Works Association (AWWA)	\$111	-	N/A
USC Backflow Prevention	\$120	-	N/A
Association of State Dam Safety Officials (ASDSO)	\$116	-	N/A

2. Special Districts and Local Government

Organization	Membership Dues	Director Fees	Director Assignment
California Special Districts Association (CSDA)	\$9,495	\$2,600	N/A
Humboldt Area Chapter, CSDA	\$50	-	N/A

3. Business and Economic Development

Organization	Membership Dues	Director Fees	Director Assignment
Eureka Chamber of Commerce	\$515	-	N/A
Redwood Coast Energy Authority (RCEA)	-	\$940	Woo
Redwood Region Economic Development Commission (RREDC)	-	\$1,400	Lindberg (Stevens current appointment)

4. Human Resources

Organization	Membership Dues	Director Fees	Director Assignment
Society for Human Resource Management (SHRM)	\$299	-	N/A
North Coast Employers Advisory Council	\$40	-	N/A

Memberships Consistent with District Operations

The water industry, special districts, and human resources memberships are clearly aligned with Board Policy 1005.2, which authorizes membership in "industry related associations" that provide in-service training and are "directly related to the purposes and operations of the District."

These memberships provide:

- Legislative advocacy on water and special district issues
- Technical training and professional development
- Regulatory updates and compliance guidance
- Networking with peer agencies
- Access to legal resources and best practices

Memberships Requiring Board Direction

Business & Economic Development Organizations

The Eureka Chamber of Commerce, RCEA, and RREDC memberships may not align with the "industry related" and "directly related to the purposes and operations" language in Policy 1005.2. While community engagement is valuable, these memberships are more focused on general business development and economic issues rather than water utility operations.

Alternative Consideration

The Humboldt Community Organizations Active in Disaster (COAD) may be more directly related to District operations as it focuses on local government and public infrastructure issues in Humboldt County. The Mission Statement to develop and enhance partnerships for communication, coordination and collaboration within our whole community, including businesses, tribes, non-profit and faith-based organizations, and government agencies, before and throughout a disaster, including prevention, mitigation, protection, preparedness, response & recovery is closely aligned with the District's core business to reliably deliver water.

<https://www.humboldtcoad.org/>

Recommended Action

Staff recommend the Board:

1. **Approve continuation** of all water industry, special districts, and human resources memberships as listed above.
2. **Provide direction** on business and economic development memberships including Eureka Chamber of Commerce, RCEA, and RREDC;
3. **Authorize the Board President** to appoint Board member representatives and alternates for each organization pursuant to Board Policy 1005.3;

4. **Direct appointed representatives** to report to the Board in a timely manner on their activities involving these associations as required by Policy 1005.3; and
5. **Authorize the General Manager** to designate staff representatives for technical or operational associations as appropriate under Policy 1005.4.

Alternatives

The alternative to not approving and assigning District memberships would be:

- No one is officially authorized to represent the District at association meetings and conferences
- Travel/expense reimbursement questions- staff doesn't know who should attend what
- Budget uncertainty- unclear which memberships should be included in fiscal year 2027 budget process
- Policy violation- fails to meet the annual review requirement in Policy 1005.2
- Missed opportunities- training conferences, legislative advocacy meetings, and networking events occur with no District participation

Policy 1005 exists specifically to ensure the Board actively oversees this spending and determines who represents the District externally, rather than having memberships continue on autopilot or staff making these decisions independently.

Fiscal Analysis

The FY2025 total annual cost for membership dues was \$33,618 and \$12,010 for director fees, totaling \$45,628. The FY2026 adopted budget was \$39,000 for membership dues and the Director fees for association memberships were budgeted under employee wages. In the past, Director fees to support association memberships have not been captured in the budget process.

Depending on Board direction regarding the business and economic development memberships, director fees may be reduced for the future FY027 budget. Any new memberships would require Board approval of associated costs.

Environmental Requirements

Not Applicable

Exhibits/Attachments

Attachment 1- Board Policy 1005: Association Memberships

SECTION: 1000 – GENERAL POLICIES
POLICY TITLE: Association Memberships
POLICY NUMBER: 1005
DATE ADOPTED: November 13, 2025
DATE REVISED: N/A



1005.1 Purpose

This policy sets forth the rules for membership in associations and establishes who may represent the District.

1005.2 Appropriate Memberships

To take advantage of in-service training opportunities, the District may hold membership in industry related associations. Board Members and staff may attend meetings of national, state, and local associations directly related to the purposes and operations of the District. Decisions to continue, discontinue, or add new memberships shall occur through the annual budget process.

1005.3 Appointment of Representatives

The President shall appoint Board Members as representatives and alternates, as appropriate, to serve as contacts between the District, stakeholder groups, associations and others. The representatives and alternates shall report to the Board in a timely manner on their activities involving these associations. In some cases, members may be allowed certain expenses for travel and membership in such associations. This shall be determined and approved by the Board.

1005.4 General Manager Memberships

The President may designate the General Manager as the appropriate representative or alternate in connection with memberships in any association. The General Manager may designate those associations or industry specific organizations with which their association is necessary or desired.



ITEM: Discuss and Consider Approval of the Designation of Applicant's Agent Resolution 2025-16 (Cal OES Form 130) and the List of Authorized Agents (Cal OES Form OES-FPD-012) for the California Governor's Office of Emergency Services (Cal OES)

PRESENTED BY: Michiko Mares, General Manager

TYPE of ITEM: ACTION

TYPE of ACTION: General Vote

Recommendation

Staff recommend the Board approve the Designation of Applicant's Agent Resolution 2025-16 (Cal OES Form 130) and the List of Authorized Agents (Cal OES Form OES-FPD-012) for the California Governor's Office of Emergency Services (Cal OES).

Discussion

The California Governor's Office of Emergency Services requires the District to maintain current authorization documents to remain eligible for federal and state disaster assistance funding. Two Cal OES forms are required for this authorization:

1. Designation of Applicant's Agent Resolution (Cal OES Form 130)

This resolution formally authorizes specific individuals to execute applications and file documents with Cal OES on behalf of the District for federal financial assistance under various disaster and mitigation grant programs, including:

- Federally declared disasters and Fire Mitigation Assistance Grants
- Hazard Mitigation Grant Program (HMGP)
- Building Resilient Infrastructure and Communities (BRIC)
- Flood Mitigation Assistance Program (FMA)
- National Earthquake Hazards Reduction Program (NEHRP)
- California Early Earthquake Warning (CEEW)

The proposed resolution designates the following positions as Authorized Agents:

- General Manager
- Director of Finance & Human Resources
- Director of Operations & Maintenance

This is a universal resolution effective for all open and future disasters/grants declared up to three years following the date of approval (December 11, 2025, through December 11, 2028).

2. List of Authorized Agents (Cal OES Form OES-FPD-012)

This form accompanies the resolution and lists the specific names and contact information of authorized agents and approved contacts:

Authorized Agents:

- Michiko Mares, General Manager
- Dale Davidsen, Director of Operations & Maintenance
- Chris Harris, Director of Finance & Human Resources

Approved Contacts (for payment status information):

- Darcey Quinn, Accounting Specialist
- Kelsie Sobol, Accounting Tech I

Alternatives

The Board could choose not to approve these items; however, this would jeopardize the District's ability to receive emergency services funding and federal disaster assistance.

Fiscal Analysis

There is no direct fiscal impact from approving these administrative items. However, maintaining current authorization with Cal OES ensures the District's continued eligibility for emergency services grants and disaster recovery funding.

Environmental Requirements

Not Applicable

Exhibits/Attachments

Attachment 1- Cal OES Form 130: Designation of Applicant's Agent Resolution for Non-State Agencies

Attachment 2- Cal OES Form OES-FPD-012: List of Authorized Agents



DESIGNATION OF APPLICANT'S AGENT RESOLUTION FOR NON-STATE AGENCIES

BE IT RESOLVED BY THE Board of Directors OF THE Humboldt Bay Municipal Water District
 (Governing Body) (Name of Applicant)

THAT General Manager, OR
 (Title of Authorized Agent)

Director of Finance & Human Resources, OR
 (Title of Authorized Agent)

Director of Operations & Maintenance
 (Title of Authorized Agent)

is hereby authorized to execute for and on behalf of the Humboldt Bay Municipal Water District,
 (Name of Applicant)

a public entity established under the laws of the State of California, this application and to file it with the California Governor's Office of Emergency Services for the purpose of obtaining federal financial assistance for any existing or future grant program, including, but not limited to any of the following:

- **Federally declared Disaster (DR), Fire Mitigation Assistance Grant (FMAG), California State Only Disaster (CDAA), Immediate Services Program (ISP), Hazard Mitigation Grant Program (HMGP), Building Resilient Infrastructure and Communities (BRIC), Legislative Pre-Disaster Mitigation Program (LPDM)**, under
- Public Law 93-288 as amended by the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, and/or state financial assistance under the California Disaster Assistance Act.
- **Flood Mitigation Assistance Program (FMA)**, under Section 1366 of the National Flood Insurance Act of 1968.
- **National Earthquake Hazards Reduction Program (NEHRP)** 42 U.S. Code 7704 (b) ((2) (A) (ix) and 42 U.S. Code 7704 (b) (2) (B) National Earthquake Hazards Reduction Program, and also The Consolidated Appropriations Act, 2018, Div. F, Department of Homeland Security Appropriations Act, 2018, Pub. L. No. 115-141
- **California Early Earthquake Warning (CEEW)** under CA Gov Code – Gov, Title 2, Div. 1, Chapter 7, Article 5, Sections 8587.8, 8587.11, 8587.12

That the Humboldt Bay Municipal Water District, a public entity established under the
 (Name of Applicant)

laws of the State of California, hereby authorizes its agent(s) to provide to the Governor's Office of Emergency Services for all matters pertaining to such state disaster assistance the assurances and agreements required.



Please check the appropriate box below

- This is a universal resolution and is effective for all open and future disasters/grants declared up to three (3) years following the date of approval.
- This is a disaster/grant specific resolution and is effective for only disaster/grant number(s): _____

Passed and approved this ___ day of _____, 20 ____

Michelle Fuller, President _____ Nancy Stevens, Board Member
 (Name and Title of Governing Body Representative)

Sheri Woo, Vice President _____ Tom Wheeler, Board Member
 (Name and Title of Governing Body Representative)

Bruce Rupp, Board Member
 (Name and Title of Governing Body Representative)

CERTIFICATION

I, Contessa Dickson, duly appointed and Secretary of the Board of
 (Name) (Title)
Humboldt Bay Municipal Water District, do hereby certify that the above is a true and
 (Name of Applicant)

correct copy of a resolution passed and approved by the _____
 (Governing Body)

of the Humboldt Bay Municipal Water District on the 11 day of Decem, 2025.
 (Name of Applicant)

 (Signature)

Secretary of the Board
 (Title)



Cal OES Form 130 Instructions

A Designation of Applicant's Agent Resolution for Non-State Agencies is required of all Applicants to be eligible to receive funding. A new resolution must be submitted if a previously submitted resolution is older than three (3) years from the last date of approval, is invalid, or has not been submitted.

When completing the Cal OES Form 130, Applicants should fill in the blanks on pages 1 and 2. The blanks are to be filled in as follows:

Resolution Section:

Governing Body: This is the group responsible for appointing and approving the Authorized Agents.

Examples include: Board of Directors, City Council, Board of Supervisors, Board of Education, etc.

Name of Applicant: The public entity established under the laws of the State of California.

Examples include: School District, Office of Education, City, County or Non-profit agency that has applied for the grant, such as: City of San Diego, Sacramento County, Burbank Unified School District, Napa County Office of Education, University Southern California.

Authorized Agent: These are the individuals that are authorized by the Governing Body to engage with the Federal Emergency Management Agency and the California Governor's Office of Emergency Services regarding grants for which they have applied. There are two ways of completing this section:

1. **Titles Only:** The titles of the Authorized Agents should be entered here, not their names. This allows the document to remain valid if an Authorized Agent leaves the position and is replaced by another individual. If "Titles Only" is the chosen method, this document must be accompanied by either a cover letter naming the Authorized Agents by name and title, or the Cal OES AA Names document. The supporting document can be completed by any authorized person within the Agency (e.g., administrative assistant, the Authorized Agent, secretary to the Director). It does not require the Governing Body's signature.
2. **Names and Titles:** If the Governing Body so chooses, the names **and** titles of the Authorized Agents would be listed. A new Cal OES Form 130 will be required if any of the Authorized Agents are replaced, leave the position listed on the document, or their title changes.



Checking Universal or Disaster-Specific Box: A Universal resolution is effective for all past disasters and for those declared up to three (3) years following the date of approval. Upon expiration it is no longer effective for new disasters, but it remains in effect for disasters declared prior to expiration. It remains effective until the disaster goes through closeout unless it is superseded by a newer resolution.

Governing Body Representative: These are the names and titles of the approving Board Members.

Examples include: Chairman of the Board, Director, Superintendent, etc. The names and titles **cannot** be one of the designated Authorized Agents. A minimum of three (3) approving board members must be listed. If less than three are present, meeting minutes must be attached in order to verify a quorum was met.

Certification Section:

Name and Title: This is the individual in attendance who recorded the creation and approval of this resolution.

Examples include: City Clerk, Secretary to the Board of Directors, County Clerk, etc. This person **cannot** be one of the designated Authorized Agents or Approving Board Member. If a person holds two positions (such as City Manager and Secretary to the Board) and the City Manager is to be listed as an Authorized Agent, then that person could sign the document as Secretary to the Board (not City Manager) to eliminate "Self-Certification."



LIST OF AUTHORIZED AGENTS

OES-FPD-012 (Rev. 09-2022)

HBMWD RES. NO. 2025-16

List of Authorized Agents

Entity Name:

Cal OES ID:

- Enter each Authorized Agent (AA) as listed on the Designation of Applicant's Agent Resolution (Cal OES 130) for Non-State Agencies **or** as it appears on the Signature Authority (Cal OES 130SA) for California State Agencies.
- Check box to receive electronic copies of Cal OES Notification of Obligation and/or Payment packages. (Minimum 1 AA.)
- Email addresses must use an email that shares the official entity URL.

Authorized Agent Name	Authorized Agent Title	Email Address	Email Pkg?
<input type="text" value="Michiko Mares"/>	<input type="text" value="General Manager"/>	<input type="text" value="GM@HBMWD.com"/>	X
<input type="text" value="Dale Davidsen"/>	<input type="text" value="Director of Operations & Maintenance"/>	<input type="text" value="supt@HBMWD.com"/>	
<input type="text" value="Chris Harris"/>	<input type="text" value="Director of Finance & Human Resources"/>	<input type="text" value="Harris@HBMWD.com"/>	
<input type="text"/>	<input type="text"/>	<input type="text"/>	
<input type="text"/>	<input type="text"/>	<input type="text"/>	

- An Approved Contact may be designated by an AA to request or receive information on grant payment status. Add them by inputting their information below. (Ex. Accounting/Admin offices) Must use an official email URL.

Approved Contact Name	Approved Contact Title	Email Address	Email Pkg?
<input type="text" value="Darcey Quinn"/>	<input type="text" value="Accounting Specialist"/>	<input type="text" value="Finance@HBWD.com"/>	
<input type="text" value="Kelsie Sobol"/>	<input type="text" value="Accounting Tech I"/>	<input type="text" value="Billing@HBMWD.COM"/>	
<input type="text"/>	<input type="text"/>	<input type="text"/>	

Please use a second page if more space is needed.



ITEM: Discuss and Consider Approval to Advance Revision of Ordinance 17 to Increase Director Compensation

PRESENTED BY: Chris Harris, Director of Finance and Human Resources

TYPE of ITEM: ACTION

TYPE of ACTION: General Vote

Recommendation

Staff recommend the Board discuss and consider approval of the first reading of the draft Ordinance 17 and direct staff to publish the Ordinance as required and schedule a required public hearing for the January Regular Board Meeting.

Discussion

Staff were directed at the November 13, 2025 Regular Board Meeting to prepare a staff report concerning Director compensation. Ordinance 17 has been revised to reflect the allowable increase to Director compensation. As requested, the Ordinance has been updated to remove reference to a "Treasurer" and that any Director may be compensated per check signing session on a rotating basis.

From FY24 Staff reports regarding Director Compensation:

Staff is providing requested information regarding Director compensation. Director compensation is part of the District Board Policy Handbook (last revised 2020), and is regulated by multiple sections of California Water Code (CWC). The CWC regulates the amount of compensation a Board of Directors can receive. This amount is set at an initial maximum of \$100, with 5% increases allowable each calendar year following the "operative date of the last adjustment to compensation."

An increase to Director compensation requires the Board to revise/approve an ordinance, following standard ordinance protocol requirements. Ordinance protocol requirements include:

- 1. First Reading (introduction of the draft ordinance) <DECEMBER 11, 2025>*
- 2. Public Notice (14-days prior to Public Hearing) and Public Hearing (typically held during a board meeting) <PUBLIC NOTICE POTENTIALLY DECEMBER 22, 2025; PUBLIC HEARING JANUARY 8, 2026>*
- 3. Second Reading (during same meeting as Public Hearing) <POTENTIALLY JANUARY 8, 2026>*
- 4. Vote/Approval (can also be during same meeting of Public Hearing, or can be delayed) <POTENTIALLY JANUARY 8, 2026>*
- 5. Adoption (60-days from approval) <POTENTIALLY MARCH 9, 2026>*

District Board Compensation History

- 1986 – Board Compensation increased from \$50 to \$100 “to properly reflect the current provisions of the of the Municipal Water District Act.”
- 2001 – Board compensation increased from \$100 to \$160 by the passage of Ordinance 17.
- 2015- Ordinance 17 was revised to include Director travel expenses associated with meetings outside of Humboldt County.
- October 2024 – Board compensation increased from \$160 to \$260 by the passage (revision) of Ordinance 17.

Current Individual Director Compensation Information

Based on limitations established in California Water Code §20200-20207, increase to Director compensation is limited to 5% for each calendar year following the operative date of the last adjustment (last increase effective October 2024 for the November 2024 payroll). This increase amounts to an increase of \$13 – from \$260 to \$273 per full day and an increase in the Check Signing rate from \$53.00 to \$55.65 per check signing session.

HBMWD Individual Director Compensation CY21-CY25		
Calendar Year	Compensation (Low-High)	Benefits (Low – High) Dental, Vision, EAP
CY21	\$3,040 - \$9,710	\$1,032 - \$1,525
CY22	\$3,040 - \$12,270	\$1,005 - \$1,496
CY23	\$2,517 - \$11,790	\$1,032 - \$1,525
CY24 ¹	\$4,877 - \$12,726	\$1,005 - \$1,498
CY25*	\$4,810 - \$15,570	\$1,032 - \$1,525

*Through 11/15/2025 (one payroll missing)

HCSD Individual Director Compensation ²		
Calendar Year	Compensation (Low-High)	Benefits (Low-High) Health Insurance
CY21	\$2,100 - \$2,450	\$24,377 - \$38,565
CY22	\$2,300 - \$2,600	\$23,437 - \$39,484
CY23	Not Available	
CY24	\$1,760 - \$3,160	\$11,323 - \$44,018
CY25	Not Available	

¹ Director Compensation Increase from \$160 to \$260 (full meeting) effective November 2024

² From Transparent California website (transparentcalifornia.com)

MCSD Individual Director Compensation ²		
Calendar Year	Compensation (Low-High)	Benefits (Low-High)
CY21	\$1,500 - \$1,875	\$0
CY22	Not Available	
CY23	\$1,500 - \$1,875	\$0
CY24	Not Available	
CY25	Not Available	

City of Arcata Individual Council Member Compensation ³		
Calendar Year	Compensation (Low-High)	Benefits (Low – High) Dental and Vision
CY21	\$2,084 - \$12,783	\$0 - \$1,602
CY22	\$2,336 - \$12,867	\$114 - \$916
CY23	\$5,530 - \$13,545	\$0 – \$1,788
CY24	Not Available	
CY25	Not Available	

City of Eureka Individual Council Member Compensation ³		
Calendar Year	Compensation (Low-High)	Benefits (Low – High) CalPERS and 80% Health Insurance
CY21	\$6,000 - \$6,000	\$774 - \$21,676
CY22	\$6,000 - \$6,069	\$677 - \$17,964
CY23	\$9,279 - \$12,175	\$817 – \$19,338
CY24	Not Available	
CY25	Not Available	

Alternatives

An alternative is to not increase Director compensation.

Fiscal Analysis

Based on Directors compensation (including Check Signing Session compensation) for FY26 (\$38,140), the estimated increased annual cost is \$1,907.

Environmental Requirements

N/A

Exhibits/Attachments

- Attachment 1 - Proposed Revised DRAFT Ordinance 17
- Attachment 2 - Prior December 2024 Staff Report

³ City Councils are governed by a different section of the California Government Code (§35616)

ORDINANCE NO. 17
Revised

HUMBOLDT BAY MUNICIPAL WATER DISTRICT
DIRECTORS' COMPENSATION

WHEREAS, California Water Code §20200 - 20207 authorize the Board of Directors of the Humboldt Bay Municipal Water District to establish amounts of compensation to be paid to members of the governing board of the Humboldt Bay Municipal Water District; and

WHEREAS, the Board of Directors desires to expand its definition of service within the authority described in Water Code §20200 – 20207; and

WHEREAS, Water Code §20202 authorizes increases in directors' compensation above \$100 per day not to exceed an amount equal to five percent (5%) for each calendar year following the operative date of the last adjustment; and

WHEREAS, the Board of Directors on July 12, 2001, by ordinance, increased the amount of compensation to be paid to directors to \$160 which was within the limits provided by Water Code §20202; and

WHEREAS, the Board of Directors desires to increase the amount of compensation to \$273.00 per day, which is within the limits and authority provided by Water Code §20202; and

WHEREAS, the District has calculated the maximum permissible compensation under Water Code §20202 based on the last adjustment in 2001, and finds that \$273.00 per day is within the allowable statutory limit; and

~~*WHEREAS*, the Treasurer position carries with it certain additional obligations and duties which occur on an ongoing basis; and~~

~~*WHEREAS*, the Board of Directors desires to continue to compensate the Treasurer position, or (in the absence of the Treasurer) any Director acting in the Treasurer capacity, an additional \$55.65 per day for service, which is within the limits and compensate Directors an additional \$55.65 per check signing session for amounts of \$5,000 or greater, pursuant to the authority provided by Water Code §20202; and~~

WHEREAS, service rendered as a member of the board by request of the board may include travel to and from meetings outside Humboldt County; and

WHEREAS, because of our remote location in Northern California, such travel may include one full or half day travel to and from Humboldt County; and

WHEREAS, the Board of Directors wishes to include travel associated with meetings outside our County to be included in the Board's definition of service, when undertaken at the request of the Board, as permitted by Water Code §20201; and

WHEREAS, notice of public hearing has been provided in accordance with Water Code §20203 and Government Code §6066, and a public hearing was held by the Board of Directors on _____.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS AS FOLLOWS:

1. Compensation for Services Rendered as Director.

- a. Each director shall receive compensation in the amount of \$273.00 per day for each day's attendance at meetings of the Board or for each day's service rendered as a member of the Board by request of the Board of Directors. For purposes of this ordinance, 'service rendered as a member of the Board by request of the Board' means service expressly authorized by Board action, Board policy, travel as authorized under sub-section "b", below, or by the Board President acting within delegated authority.
- b. The Board of Directors recognizes that due to the geographic isolation of the District and problems inherent with transportation from the District to other areas, when the Board requests a member to provide service to the District outside of the local area (for example, to attend a meeting in Sacramento as a representative of the District), a substantial commitment of travel time may be required. Therefore, when the Board requests a member to render services to the District outside of Humboldt County, such travel time shall constitute service rendered as a member of the Board.
- c. For each one-half day's service (4 hours or less) rendered as a member of the Board, the compensation shall be one-half of the amount paid for a full day's service.
- d. For services rendered by a Director other than at a meeting of the Board, Directors shall submit a claim form identifying the meeting attended or service performed, including the date, hours, and nature of service. Compensation claims shall be submitted within a reasonable time following service.

2. Compensation for ~~Services Rendered as Treasurer~~ Check Signing Sessions.

- a. ~~The appointed Treasurer~~ Directors shall receive additional compensation of \$55.65 per day for each day of service performed in the capacity of Treasurer in recognition of the additional duties and obligations of that position check signing session for amounts of \$5,000 or greater. The additional Treasurer compensation applies only to days in which the Treasurer performs duties unique to that office.
- b. Any Director ~~fulfilling the obligations of the Treasurer position (in the absence of the appointed Treasurer)~~, shall be entitled to this additional compensation per check signing session.

~~b.c. Directors will be requested to perform this duty on a rotating basis.-~~

3. Limits on Compensation.

- a. The compensation described in paragraphs 1 and 2 hereof shall be paid for no more than ten (10) days in each calendar month.

- b. Further, no Director shall receive more than one day's compensation under this ordinance for any single calendar day, regardless of the number of meetings attended or services performed, unless expressly authorized by resolution of the Board.

4. Reimbursement of Expenses.

- a. In addition to the foregoing compensation, each Director shall be reimbursed for any authorized expenses incurred in the performance of duties required or authorized by the Board of Directors in accordance with Government Code sections 53232.2 and 53232.3.
- b. Reimbursable expenses shall be as determined by the Board and shall include, but not be limited to, meals, lodging, and travel.
- c. Directors seeking reimbursement of expenses shall submit an expense report for actual and necessary expenses incurred on behalf of the District in the performance of official duties. Expense reports shall be submitted within a reasonable time (not to exceed thirty (30) days) after incurring the expense, and the reports shall be accompanied by the receipts documenting each expense.

5. Severability. If any provision of this ordinance is held invalid, the remainder shall not be affected and shall remain in full force and effect.

6. Limited Repeal. All prior revisions and amendments to Ordinance 17 are hereby rescinded.

7. Authority; Effective Date. This ordinance is adopted pursuant to Water Code §20204 and shall become effective sixty (60) days following its adoption.

PASSED, APPROVED AND ADOPTED this by the following vote:

AYES:
NOES:
ABSENT:

M_____
Michelle Fuller, President

ATTEST:

Contessa Dickson, ~~Board Secretary~~ Secretary of the Board

Humboldt Bay Municipal Water District

To: Board of Directors
From: Chris Harris
Date: December 14, 2023
Re: Director Compensation

Background

Staff is providing requested information regarding Director compensation. Director compensation is part of the District Board Policy Handbook (last revised 2020), and is regulated by multiple sections of California Water Code. The applicable California Water Code Sections are attached for reference.

California Water Code Regulations

California Water Code regulates the amount of compensation a Board of Directors can receive. This amount is set at an initial maximum of \$100, with 5% increases allowable each calendar year following the “operative date of the last adjustment to compensation.”

An increase to Director compensation requires the Board to revise/approve an ordinance, following standard ordinance protocol requirements. Ordinance protocol requirements include:

1. *First Reading (introduction of the draft ordinance);*
2. *Public Notice (14-days prior to Public Hearing) and Public Hearing (typically held during a board meeting)*
3. *Second Reading (during same meeting as Public Hearing)*
4. *Vote/Approval (can also be during same meeting of Public Hearing, or can be delayed)*
5. *Adoption (60-days from approval)*

District Board Compensation History

1986 – Board Compensation increased from \$50 to \$100 “to properly reflect the current provisions of the of the Municipal Water District Act.”

2001 – Board compensation increased from \$100 to \$160 by the passage of Ordinance 17 (attached).

2015 - Ordinance 17 was revised to include Director travel expenses associated with meetings outside of Humboldt County.

Additional Information

As requested, staff has provided information regarding compensation of other local Boards and Councils.

Municipal Agency	Type of Governing Structure	Compensation*
City of Arcata**	City Council	\$735.50/month
City of Blue Lake**	City Council	\$50/month
City of Eureka**	City Council	\$500/month
Fieldbrook-Glendale Community Services District	Board of Directors	\$50/month, regardless of number of meetings
Humboldt Community Services District	Board of Directors	\$100/meeting, \$50/each additional, \$400 max.
Manila Community Services District	Board of Directors	\$100/per "day of service"
McKinleyville Community Services District	Board of Directors	\$150/per meeting
*Compensation does not include any benefits provided		
**City Council Member compensation is governed by a different section of the California Government Code (§3561-35616)		

Based on California Water Code, Director Compensation could be increased up to 110% of current compensation (22-years since last increase). Staff has provided a chart below showing increases at 5% increments. Note: Compensation increase does not need to tie to a 5% increase, but increase cannot exceed the maximum of \$308.04/meeting.

	5% Per/Meeting Increase	Total Per/Meeting	Accumulated Increase Per/Meeting	Est. Annual Expense*	Est. Annual Change from Current
Current (Est. 2001)		\$160.00		\$ 9,600.00	
2002	\$8.00	\$168.00	\$8.00	\$10,080.00	\$480.00
2003	8.40	176.40	16.40	10,584.00	984.00
2004	8.82	185.22	25.22	11,113.20	1,513.20
2005	9.26	194.48	34.48	11,668.86	2,068.86
2006	9.72	204.21	44.21	12,252.30	2,652.30
2007	10.21	214.42	54.42	12,864.92	3,264.92
2008	10.72	225.14	65.14	13,508.16	3,908.16

	5% Per/Meeting Increase	Total Per/Meeting	Accumulated Increase Per/Meeting	Est. Annual Expense*	Est. Annual Change from Current
2009	11.26	236.39	76.39	14,183.57	4,583.57
2010	11.82	248.21	88.21	14,892.75	5,292.75
2011	12.41	260.62	100.62	15,637.39	6,037.39
2012	13.03	273.65	113.65	16,419.26	6,819.26
2013	13.68	287.34	127.34	17,240.22	7,640.22
2014	14.37	301.70	141.70	18,102.23	8,502.23
2015	15.09	316.79	156.79	19,007.34	9,407.34
2016	15.84	332.63	172.63	19,957.71	10,357.71
2017	16.63	349.26	189.26	20,955.60	11,355.60
2018	17.46	366.72	206.72	22,003.38	12,403.38
2019	18.34	385.06	225.06	23,103.54	13,503.54
2020	19.25	404.31	244.31	24,258.72	14,658.72
2021	20.22	424.53	264.53	25,471.66	15,871.66
2022	21.23	445.75	285.75	26,745.24	17,145.24
2023	22.29	468.04	308.04	28,082.50	18,482.50

*Based on Five Directors, 12-months, does not include Secretary/Treasurer compensation

Staff Recommendation

Staff recommends the Directors review and discuss the information provided and provide direction to staff.

Attachments

1. Ordinance 17 – Revised 2015 to include Travel
2. California Water Code Sections: 20201-20203; 30507
3. CSDA – Special District Board Member Compensation Guide



ITEM: Discuss and Consider Approval to Install 25-ft Flagpole at Eureka Office
PRESENTED BY: Michiko Mares, General Manager
TYPE of ITEM: ACTION
TYPE of ACTION: General Vote

Recommendation

Staff recommend the Board discuss and consider approval to install a new flagpole with lighting at the Eureka main office.

Discussion

Director Rupp has requested the installation of a flagpole at the District's Eureka main office in lieu of the current flag displayed at the front door. Director Rupp cited California Government Code §431 as requiring flags to be prominently displayed which states:

California Government Code §431: "The Flag of the United States and the Flag of the State shall be prominently displayed during business hours upon or in front of the buildings or grounds of or at each of the following places: (a) Each public building belonging to the State, a county, or a municipality."

Based on language of the California Government Code (Attachment 1) and as confirmed by General Counsel, special districts are not explicitly mentioned in the California statute. As a distinct form of local government separate from cities and counties as well as not being explicitly included in the list in Section 431, it is unlikely the requirement to display a flag applies to special districts.

As a general practice, an American flag is hung on the exterior of the Eureka office building during normal business hours.

Additional research is required to determine if a permit from the City of Eureka is required to install a 25-ft flagpole.

Alternatives

Continue to display the American Flag at the entrance to the Eureka building.

Fiscal Analysis

Based on research completed by the Maintenance Supervisor, the anticipated cost to install a flagpole and lighting is approximately \$5,000. This includes a 25-ft aluminum flagpole with a

wind resistance of 105mph and electrical work to light the flagpole at night. This project is unbudgeted and would be funded via General Reserves.

Environmental Requirements

N/A

Exhibits/Attachments

N/A


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GOVERNMENT CODE - GOV

TITLE 1. GENERAL [100 - 7931.000] (Title 1 enacted by Stats. 1943, Ch. 134.)

DIVISION 2. STATE SEAL, FLAG, AND EMBLEMS [399 - 447] (Division 2 enacted by Stats. 1943, Ch. 134.)

CHAPTER 3. Display of Flags [430 - 439]

 (Chapter 3 added by Stats. 1953, Ch. 170.)

430. The Flag of the United States and the Flag of the State of California (the Bear Flag) shall be prominently installed, displayed, and maintained in the following places:

- (a) In the courtrooms of all courts of the State.
- (b) In all rooms where any court or any state, county, or municipal commission holds any sessions.

(Added by Stats. 1953, Ch. 170.)

431. The Flag of the United States and the Flag of the State shall be prominently displayed during business hours upon or in front of the buildings or grounds of or at each of the following places:

- (a) Each public building belonging to the State, a county, or a municipality.
- (b) At the entrance and exit of every state park.
- (c) At the entrance or upon the grounds of each campus of the University of California.
- (d) At the entrance or upon the grounds or upon the administration building of every university, college, high school, and elementary school, both public and private, within the State.
- (e) Upon or at every agricultural inspection station just inside California and located on every highway leading into California.
- (f) At the entrance of or within every state highway maintenance station where personnel reside or are on duty at the time necessary to raise and lower the Flag.

(Amended by Stats. 1953, Ch. 1227.)

432. The Flag of the United States and the Flag of the State shall be prominently displayed during any and all games and performances of every kind which take place in a coliseum, stadium, bowl, or other open air sites, and at all race tracks where racing is being conducted.

(Added by Stats. 1953, Ch. 170.)

433. The National and State Flags shall be carried at the head of any procession or parade of:

- (a) The National Guard.
- (b) The California State Guard.
- (c) Any other state military organization.
- (d) Sheriff's posse.
- (e) City police or fire department.

(Added by Stats. 1953, Ch. 170.)

434. Where the installation or display of the Flag of the United States and the Flag of the State in a place publicly owned, whether by the State, a county, or a municipality, is prescribed, public officials charged with furnishing the place shall provide for the acquisition of the flags and their installation, display, and maintenance pursuant to this chapter.

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



<u>BANK ACCOUNT BALANCES AT MONTH-END</u>	November 30, 2025	November 30, 2024
GENERAL ACCOUNTS		
1. US Bank - General Account	1,651,260.64	717,210.33
2. US Bank - Xpress BillPay/Electronic Payments Account	7,590.78	6,491.73
<i>Subtotal</i>	1,658,851.42	723,702.06
INVESTMENT & INTEREST BEARING ACCOUNTS		
3. US Bank - PARS Investment Account	932,342.81	955,351.98
<i>Contributions = \$800,000 Disbursements = \$221,619</i>		
4. L. A. I. F Account - MSRA Reserve Account	502,407.40	480,644.32
5. CalTRUST - Restricted Inv. Account (Medium Term)	1,423,392.64	1,830,390.95
6. CalTRUST - General Reserve Account (Short-Term)	1,481,578.44	4,315,096.02
Total CalTRUST Accounts	2,904,971.08	6,145,486.97
7. California CLASS - DWFP Reserve Account	279,724.69	267,855.88
8. California CLASS - ReMat Reserve Account	1,411,188.33	1,632,682.05
9. California CLASS - General Reserve Account	2,782,255.27	2,664,203.24
Total California CLASS Accounts	4,473,168.29	4,564,741.17
10. Humboldt County - SRF Loan Payment Account	1,213,158.73	648,302.29
11. Humboldt County - 1% Tax Account	20,535.26	1,376,568.34
<i>Subtotal</i>	10,046,583.57	14,171,095.07
OTHER ACCOUNTS		
12. ReMat Deposit - Mellon Bank	27,000.00	27,000.00
13. Cash on Hand	700.00	700.00
<i>Subtotal</i>	27,700.00	27,700.00
TOTAL CASH	11,733,134.99	14,922,497.13

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



<u>FUND BALANCES AT MONTH-END</u>	November 30, 2025	November 30, 2024
RESTRICTED FUNDS - ENCUMBERED		
1. Prior-Year Price Factor 2 Rebate	(14,443.91)	(12,681.65)
2. Prior-Year Restricted AP Encumbrances	(1,338,721.00)	(683,108.00)
3. Advanced Charges - 3x Tank Seismic Retrofit	(1,302,126.85)	(1,398,379.18)
4. Advanced Charges - Cathodic Protection Project	(124,999.96)	(124,999.96)
6. Advanced Charges - On-Site Generation of Chlorine	(40,780.50)	(595,084.29)
7. Advanced Charges - Redundant Pipeline	(463,531.77)	(436,949.35)
8. Advanced Charges - TRF Emergency Generator	(284,020.47)	(283,115.95)
9. 3AC Collected Funds - TRF Emergency Generator	(312,858.62)	(312,858.62)
11. Advanced Funding - August Complex-Ruth Paving	-	(112,456.22)
12. Advanced Charges - Assist. Spillway Seismic Grant	(484,567.44)	(384,490.32)
13. Advanced Funding - Eureka Cyber Security	(19,489.22)	(19,597.72)
14. Advanced Charges - Essex Facility Expansion	(105,400.00)	(105,400.00)
15. Advanced Charges - Ruth Storage Barn	(209,166.63)	(144,166.65)
16. Advanced Charges - Capital Financing/Debt Service	(1,068,449.57)	(933,282.87)
<i>Subtotal</i>	(5,768,555.94)	(5,546,570.78)
RESTRICTED FUNDS - OTHER		
17. 1% Tax Credit to Muni's	(20,535.26)	(1,548,072.04)
18. Pension Trust Reserves	(932,342.78)	(955,351.98)
19. ReMat Deposit	(27,000.00)	(27,000.00)
20. HB Retail Capital Replacement Reserves	(184,626.11)	(242,920.54)
<i>Subtotal</i>	(1,164,504.15)	(2,773,344.56)
UNRESTRICTED FUNDS		
BOARD RESTRICTED		
21. MSRA Reserves	(502,407.40)	(480,644.32)
22. DWFP Reserves	(279,724.69)	(267,855.88)
23. ReMat Reserves	(1,477,188.33)	(1,632,682.05)
24. Northern Mainline Extension Study Prepayment	(510.31)	56.40
25. Blue Lake Rancheria Extension Study Prepayment	117.77	(4,235.37)
<i>Subtotal</i>	(2,259,830.73)	(2,381,125.85)
UNRESTRICTED RESERVES		
30. General Fund Reserves	(2,540,244.17)	(4,227,088.38)
<i>Subtotal</i>	(2,540,244.17)	(4,221,455.94)
TOTAL NET POSITION	(11,733,134.99)	(14,922,497.13)

HUMBOLDT BAY MUNICIPAL WATER DISTRICT

REVENUE REPORT

November 30, 2025

42%

Of Budget Year



A. REVENUE RETURNED TO CUSTOMERS VIA PF2

	MTD RECEIPTS	YTD RECEIPTS	PRIOR YEAR	BUDGET	% OF BUDGET
1. Humboldt Bay Retail Water Revenue	30,972	160,639	165,814	360,000	45%
General Revenue					
Power Sales (Net ReMat)	4,584	19,931	25,010	125,000	16%
Tax Receipts (1% Taxes)	0	149	0	1,450,000	0%
Interest - Muni PF2 Retained	0	10,815	10,933	30,000	
2. Miscellaneous Revenue*	0	619	363,787	50,000	1%
<i>*Detail on following page</i>					
TOTAL PF2 REVENUE CREDITS	35,555	192,152	565,543	2,015,000	10%

B. DISTRICT REVENUE

	MTD RECEIPTS	YTD RECEIPTS	PRIOR YEAR	BUDGET	% OF BUDGET
3. Industrial Water Revenue					
Harbor District	0	0	0	0	0
<i>Subtotal Industrial Water Revenue</i>	0	0	0	0	0
4. Municipal Water Revenue					
City of Arcata	144,553	701,770	534,932	1,701,895	41%
City of Blue Lake	20,506	97,576	88,065	235,198	41%
City of Eureka	336,699	1,641,056	1,522,833	3,946,856	42%
Fieldbrook CSD	19,838	74,309	85,408	224,020	33%
Humboldt CSD	0	397,143	476,143	1,218,937	33%
Manila CSD	8,844	42,430	46,399	100,714	42%
McKinleyville CSD	114,948	562,147	542,772	1,333,276	42%
<i>Subtotal Municipal Water Revenue</i>	645,387	3,516,431	3,296,551	8,760,896	40%
TOTAL INDUSTRIAL & WHOLESALE REVENUE	645,387	3,516,431	3,296,551	8,760,896	40%
5. Power Sales					
Power Sales (ReMat Revenue)	10,323	41,479	50,807	300,000	14%
Interest (ReMat Revenue)	0	0	0	0	
TOTAL REMAT REVENUE	10,323	41,479	50,807	300,000	14%
6. Other Revenue and Grant Reimbursement					
HB Retail Capital Replacement Rev.	4,042	19,566	19,587		
FCSD Contract	27,831	133,603	168,796		
FEMA/CalOES Grant Revenue	0	1,005,070	74,078		
SWRCB In-Stream Flow Grant Revenue	0	0	1,120		
Quagga Grant Revenue	0	0	0		
Misc. Grant Revenue	0	952	10,043		
Interest Earned	0	0	0		
Net Increase/(Decrease) Investment Accounts	36,819	205,312	277,996		
TOTAL OTHER/GRANT REVENUE	68,692	1,364,502	551,620		
GRAND TOTAL REVENUE	759,957	5,114,564	4,464,522	11,075,896	46%

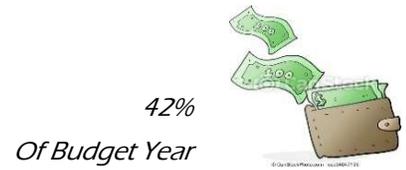
HUMBOLDT BAY MUNICIPAL WATER DISTRICT
 MISCELANEOUS REVENUE - DETAIL REPORT
 November 30, 2025



B. MISCELLANEOUS RECEIPTS (RETURNED TO CUSTOMERS VIA PF2)

	MTD RECEIPTS	YTD RECEIPTS
<u>Miscellaneous Revenue</u>		
Dividend - Principal Life	-	-
Fees - Park Use	-	-
Rebate - CALCard	-	166
Refund - Diesel Fuel Tax	-	19
Refunds - Miscellaneous	-	-
Sale - Surplus Material/Equipment	-	283
Reimb. - Copies & Postage	-	1
Reimb. - Gas	-	-
Reimb. - Misc. Employee	-	-
Reimb. - Telephone	-	-
UB - Water Processing Fees	-	150
UB - Hydrant Rental Deposit/Use	-	-
UB - PF2 Rebate, Fairhaven Techite Balance	-	-
Sale of Scrap Metal/Gravel	-	-
<u>Ruth Area</u>		
Lease - Ruth Mutual Water Company	-	-
Ruth Annual Lessee Water Fees	-	-
TOTAL MISCELANEOUS REVENUE	-	619

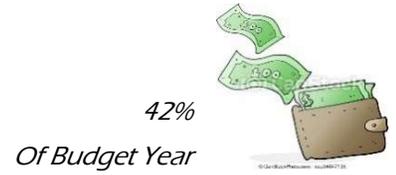
HUMBOLDT BAY MUNICIPAL WATER DISTRICT
 MONTHLY EXPENDITURE REPORT - PAGE 1 OF 3
 November 30, 2025



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

	Month-to-Date	Year-to-Date	Prior Year	Budget	% of Budget
Compensation					
1. Wages - Regular	206,914.98	1,023,264.51	927,120.11	2,974,302	39%
2. Wages - Sick	5,391.23	30,074.81	41,287.91		
3. Wages - Vacation	21,162.13	108,986.60	104,645.12		
<i>Subtotal</i>	233,468.34	1,162,325.92	1,073,053.14	2,974,302	39%
4. Wages - Overtime	1,977.50	39,744.67	5,918.33	17,400	
5. Wages - Holiday (Worked)	1,041.00	4,162.32	4,141.68	17,587	
<i>Subtotal</i>	3,018.50	43,906.99	10,060.01	34,987	125%
6. Wages - Part-Time	1,831.49	28,502.97	37,505.35	103,224	28%
7. Wages - Shift Differential	1,081.76	5,267.47	5,087.69	12,342	43%
8. Wages - Standby	11,002.63	50,321.98	44,148.53	112,560	45%
9. Director Compensation	2,600.00	16,043.00	12,660.00	40,300	40%
10. Secretarial Fees	265.00	742.00	1,393.25	3,150	24%
11. Payroll Tax Expenses	18,209.38	97,433.98	87,446.42	261,094	37%
<i>Subtotal</i>	34,990.26	198,311.40	188,241.24	532,670	37%
Employee Benefits					
12. Health, Life, & LTD Ins.	44,328.23	228,330.15	223,179.12	706,282	32%
13. Air Medical Insurance	-	1,896.00	79.00	2,212	86%
14. Retiree Medical Insurance	14,461.88	74,560.12	56,729.81	106,500	49%
14a. Retiree Medical Reimb.	(707.23)	(22,002.13)	(14,150.28)		
15. Employee Dental Insurance	2,283.46	11,774.17	12,424.44	36,766	32%
16. Employee Vision Insurance	525.58	2,750.14	2,839.26	7,350	37%
17. Employee EAP	67.76	364.96	379.39	1,226	30%
18. Fitness Stipend	-	360.00	402.99	15,120	2%
19. 457b District Contribution	3,675.00	18,162.50	19,105.93	43,200	42%
20. CalPERS Expenses	32,370.07	536,226.36	488,852.39	652,398	82%
21. Workers Comp Insurance	-	37,656.12	(2,791.52)	119,736	31%
<i>Subtotal</i>	97,004.75	890,078.39	787,050.53	1,690,790	53%
TOTAL S.E.B	368,481.85	2,294,622.70	2,058,404.92	5,232,749	44%

HUMBOLDT BAY MUNICIPAL WATER DISTRICT
MONTHLY EXPENDITURE REPORT - PAGE 2 OF 3
November 30, 2025



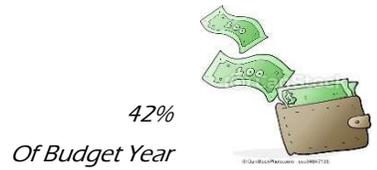
SERVICE & SUPPLY EXPENDITURES (S & S)

	Month-to-Date	Year-to-Date	Prior Year	Budget	% of Budget
Operations & Maintenance					
1. Auto Maintenance	4,987.03	17,313.59	25,962.04	50,000	35%
2. Engineering	12,597.88	12,597.88	14,835.54	75,000	17%
3. Lab Expenses	658.00	6,062.00	6,401.00	18,000	34%
4. Maintenance & Repairs					
General	7,307.40	16,643.52	24,200.89	48,000	35%
TRF	118.48	6,097.23	1,750.68	17,000	36%
<i>Subtotal</i>	<i>7,425.88</i>	<i>22,740.75</i>	<i>25,951.57</i>	<i>65,000</i>	<i>35%</i>
5. Materials & Supplies					
General	1,177.45	31,300.56	23,713.03	45,000	70%
TRF	-	39,067.41	22,558.41	44,000	89%
<i>Subtotal</i>	<i>1,177.45</i>	<i>70,367.97</i>	<i>46,271.44</i>	<i>89,000</i>	<i>79%</i>
6. Radio Maintenance	265.23	2,326.38	6,383.06	8,500	27%
7. Ruth Lake License	-	1,500.00	1,500.00	1,500	100%
8. Safety Equip./Training					
General	1,176.17	6,168.26	6,257.69	18,700	33%
TRF	-	258.28	177.50	2,000	13%
<i>Subtotal</i>	<i>1,176.17</i>	<i>6,426.54</i>	<i>6,435.19</i>	<i>20,700</i>	<i>31%</i>
9. Tools & Equipment	-	1,544.35	1,232.41	5,000	31%
10. USGS Meter Station	9,570.00	9,570.00	9,110.00	9,500	101%
<i>Operations Subtotal</i>	<i>37,857.64</i>	<i>150,449.46</i>	<i>144,082.25</i>	<i>342,200</i>	<i>44%</i>

General & Administration

11. Accounting Services	5,450.00	13,092.00	20,552.50	35,000	37%
12. Bad Debt Expense	-	-	-	-	0
13. Dues & Subscriptions	425.00	35,224.42	33,082.72	39,000	90%
14. IT & Software Maintenance	8,113.10	36,900.06	56,055.60	124,000	30%
15. Insurance	-	150,464.80	192,471.70	146,000	103%
16. Internet	860.81	4,300.86	4,435.59	11,150	39%
17. Legal Services	566.50	28,376.50	4,331.00	35,000	81%
18. Miscellaneous	1,812.10	4,004.99	2,777.50	10,000	40%
19. Office Building Maint.	1,578.19	8,545.70	8,371.12	19,000	45%
20. Office Expense	1,798.21	19,590.25	17,678.95	39,600	49%
21. Professional Services	12,390.00	30,734.75	7,176.50	20,000	154%
22. Property Tax	-	-	2,764.00	3,000	0%

HUMBOLDT BAY MUNICIPAL WATER DISTRICT
MONTHLY EXPENDITURE REPORT - PAGE 3 OF 3
November 30, 2025



SERVICE & SUPPLY EXPENDITURES (con't)					
	Month-to-Date	Year-to-Date	Prior Year	Budget	% of Budget
23. Regulatory Agency Fees	69,752.02	91,765.03	85,291.11	216,000	42%
24. Ruth Lake Programs	-	-	-	5,000	0%
25. Safety Apparel	191.67	904.79	3,372.18	10,050	9%
26. Technical Training	-	258.00	-	14,000	2%
27. Telephone	612.03	5,387.34	5,005.75	15,000	36%
28. Travel & Conference	91.90	9,240.37	8,934.50	22,000	42%
<i>Gen. & Admin. Subtotal</i>	<i>103,641.53</i>	<i>438,789.86</i>	<i>452,300.72</i>	<i>763,800</i>	<i>57%</i>
TOTAL SERVICE & SUPPLY	141,499.17	589,239.32	596,382.97	1,106,000.34	53%

Power

29. Essex - PG & E	75,038.87	435,473.67	422,965.17		
30. 2Mw Generator Fuel	-	-	-		
<i>Subtotal Essex Pumping</i>	<i>75,038.87</i>	<i>435,473.67</i>	<i>422,965.17</i>	<i>937,000</i>	
31. All other PG & E	13,314.72	58,253.25	43,447.50	199,000	
<i>Subtotal All Power</i>	<i>88,353.59</i>	<i>493,726.92</i>	<i>466,412.67</i>	<i>1,136,000</i>	<i>43%</i>

Total Service and Supplies incl.

Power	229,852.76	1,082,966.24	1,062,795.64	2,242,000	48%
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GRAND TOTAL EXPENSES	598,334.61	3,377,588.94	3,121,200.56	7,474,749.34	45%
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OTHER EXPENSES

32. ReMat Consultant Exp.	447.44	3,671.72	7,116.56		
33. Capital Replacement Exp.	-	-	-		

TOTAL EXPENSES WITH OTHER EXPENSES

	598,782.05	3,381,260.66	3,128,317.12		
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HUMBOLDT BAY MUNICIPAL WATER DISTRICT PROJECT PROGRESS REPORT

November 30, 2025

42% Of Budget Year



A. CAPITAL PROJECTS

GRANT FUNDED PROJECTS	MTD	YTD	BUDGET	% OF
	EXPENSES	TOTAL		BUDGET
1 Grant - TRF Generator <i>(Treatment Facility Project, \$1.9M - FEMA, Approved)</i>	10,767	432,965	1,731,813	25%
2 Grant - Collector Mainline Redundancy Pipeline <i>(Treatment/Base Facility Project, \$3.2M - FEMA, Approved)</i>	62	62	3,200,000	0%
3 Grant - 2x Tank Seismic Retro	318,543	4,157,025	3,174,488	131%
3A Grant - 1x Tank (Industrial) Seismic Retrofit <i>(\$5.7M - FEMA Approved, Pending Add'l Funding)</i>	(14,868)	(1,435,405)		
4 Adv. Assistance Spillway Seismic Grant <i>(\$1.5M - FEMA Approved, Pending Add'l Funding)</i>	557	430,749	1,487,567	29%
TOTAL GRANT FUNDED CAPITAL PROJECTS	315,061	3,585,396	9,593,868	37%

NON-GRANT FUNDED CAPITAL PROJECTS

5 FY26 Mainline Valve Replacement Program	0	0	100,000	0%
6 Collector 4 Transformer & Switchboard Replacement	0	0	99,000	0%
7 Collector 4 Electrical Sub-Panel Replacements	0	0	14,250	0%
8 Roof Replacement & Modifications to OSG Bldg.	195	29,631	44,250	67%
9 Modular Training Room and EOC Building	0	0	365,000	0%
TOTAL NON-GRANT FUNDED CAPITAL PROJECTS	195	29,631	622,500	5%

B. EQUIPMENT AND FIXED ASSET PROJECTS

	MTD	YTD	BUDGET	% OF
	EXPENSES	TOTAL		BUDGET
10 FY26 Replace ESSEX Administrative Computers	0	3,774	6,500	58%
11 FY26 Replace Control Computers	0	3,428	5,250	65%
12 Traffic Control Equipment Upgrades	0	0	1,750	0%
13 Hyster Forklift Fork Extensions	1,456	1,456	2,000	73%
14 Replace Unit 7	29,082	29,082	76,000	38%
15 Replace Control Servers Essex	0	0	37,750	0%
16 Humboldt Bay Radio Read Meters	0	0	9,500	0%
17 Control Laptops for Electrical Dept	0	4,238	6,250	68%
18 Replace 35kW Generator	0	0	57,750	0%
19 Replace Chipper	0	57,294	67,500	85%
20 Replace Unit 12	0	60,324	88,250	68%
21 Replace Control Servers - TRF	0	0	37,750	0%

(Treatment Facility Project)

HUMBOLDT BAY MUNICIPAL WATER DISTRICT

PROJECT PROGRESS REPORT - PAGE 2 OF 5

November 30, 2025

42% Of Budget Year



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

	MTD EXPENSES	YTD TOTAL	BUDGET	% OF BUDGET
22 TRF Chlorine Analyzer Replacement Phase 2 of 2 <i>(Treatment Facility Project)</i>	0	0	22,500	0%
23 Purchase Spare Turbidimeter <i>(Treatment Facility Project)</i>	0	0	8,750	0%
24 FY26 Replace EUREKA Administrative Computers	0	0	6,000	0%
25 AC Units for Headquarters, Bunkhouse & Hydro Plant	0	0	10,750	0%
26 Ruth Slide Gate Rm Electl Upgrade & Hyd. Pump Rplt	0	0	10,250	0%
27 Ruth Hydro Weir Vault Modifications & Add Pump Cap	420	3,139	7,400	42%
28 Unit #6 AED Defibrillator	0	0	2,500	0%
29 Ruth Spillway Davit	0	0	5,750	0%
30 Ruth Hydro Emergency and Portable Lighting	1,502	1,502	2,000	75%
31 Ruth Hydro Sump Pump Replacement	0	6,254	6,500	96%
32 Replace 35kW Standby Generator	0	0	54,000	0%
33 Ruth Lake Decontamination Station	0	0	40,000	0%
TOTAL EQUIPMENT & FIXED ASSET PROJECTS	32,460	170,491	572,650	30%

C. MAINTENANCE PROJECTS

	MTD EXPENSES	YTD TOTAL	BUDGET	% OF BUDGET
34 FY26 Pipeline R-O-W Maintenance	125	125	20,000	1%
35 FY26 Main Line Meter Flow Calibration	0	0	16,000	0%
36 FY25 Technical Support and Software Updates	245	245	24,000	1%
37 FY26 Generator Services	0	0	3,600	0%
38 FY26 Hazard & Diseased Tree Removal	0	0	8,000	0%
39 FY26 Cathodic Protection	0	0	1,500	0%
40 FY26 Maintenance Emergency Repairs	777	148,847	50,000	298%
41 FY26 Fleet Paint Repairs	0	0	5,000	0%
42 FY26 12kV Electric System General Maintenance	0	0	10,500	0%
43 FY26 Voice and SCADA Radio Maintenance	0	0	3,000	0%
44 FY26 Safety Certification of Electrical Tools	0	0	2,500	0%
45 FY26 Collector Lube Oil System Maintenance	0	0	4,500	0%
46 FY26 Fleet Vehicle ALL DATA Software Subscrptn	0	0	3,750	0%
47 FY26 Unit Compliance Testing	0	0	5,000	0%
48 FY26 SB198 Safety Committee Funding	231	2,846	5,000	57%
49 Production Flow Meter Calibrations	0	0	9,500	0%
50 Line Shed 4 Roof Replacement	0	11,983	57,750	0%
51 Maintenance Shop Roof Replacement	0	0	57,750	0

HUMBOLDT BAY MUNICIPAL WATER DISTRICT

PROJECT PROGRESS REPORT - PAGE 3 OF 5

November 30, 2025

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C. MAINTENANCE PROJECTS (con't)

	MTD EXPENSES	YTD TOTAL	BUDGET	% OF BUDGET
52 FY26 Pipeline R-O-W Maintenance	0	0	20,000	0%
53 Equipment Storage Building Roof Replacement	0	0	6,500	0%
54 Unit 2 and Unit 13 Engine Oil Leak Repairs	0	0	6,750	0%
55 FY26 TRF Generator Service	0	0	500	0%
<i>(Treatment Facility Project)</i>				
56 FY26 TRF Limitorque Valve Retrofit Supplies	0	0	15,000	0%
<i>(Treatment Facility Project)</i>				
57 TRF Valve Network Upgrade (Phase 2)	0	0	55,000	0%
<i>(Treatment Facility Project)</i>				
58 FY26 Brush Abatement Ruth Hydro	0	0	22,000	0%
59 FY26 LTO Insurance	0	0	6,000	0%
60 FY26 Spillway Repairs	590	1,565	10,000	16%
61 FY26 Howell Bunger Valve Inspection	0	0	1,500	0%
62 FY26 Log Boom Inspection	0	0	1,500	0%
63 Ruth Hydro Maintenance and Improvements	0	0	10,250	0%
64 FY26 Eureka Office Generator Service	0	0	500	0%
65 Main Office Paint/Repairs/Fencing	0	0	8,000	0%
TOTAL MAINTENANCE PROJECTS	1,968	165,612	450,850	37%

D. PROFESSIONAL & CONSULTING SERVICES

	MTD EXPENSES	YTD TOTAL	BUDGET	% OF BUDGET
66 FY26 Crane Testing/Certification	0	0	12,000	0%
67 FY26 On-Site Sodium Hypochlorite System Maintenance	99	99	20,750	0%
68 FY26 Hydro Plant Annual Electrical & Maint Inspect	0	0	4,000	0%
69 FY26 Cyber Security Maintenance	0	0	5,500	0%
70 FY23 Hydro Plant Annual Elec. Maint./Testing	1,800	7,200	7,200	100%
71 FY26 GHD Review & Report of Essex MR CrossSection	0	0	6,000	0%
72 Mitigation Funds, Samoa Dunes EIR	0	0	50,000	0%
73 Litigation Assessment	0	0	20,000	0%
74 FY26 Technical Training	0	639	20,000	3%
75 FY26 O & M Training	275	825	24,500	3%
76 FY26 Cross Connection Control Certification	0	695	3,000	23%
77 FY26 Public Education Funds	0	500	5,000	10%
78 FY26 Mad River Regulatory Compliance Assistance	0	0	50,000	0%

HUMBOLDT BAY MUNICIPAL WATER DISTRICT

PROJECT PROGRESS REPORT - PAGE 4 OF 5

42% *Of Budget Year*



November 30, 2025

D. PROFESSIONAL & CONSULTING SERVICES (CONT)

	MTD EXPENSES	YTD TOTAL	BUDGET	% OF BUDGET
79 FY26 Grant Applications Assistance	0	0	20,000	0%
80 Construction Contract Documents Development Assistance - GHD	0	0	10,000	0%
81 FY26 Asst w/401/404 Permits;LTSAA;Other-Stillwater	0	104	50,000	0%
82 Cathodic Protection Close-Interval Potential Surv.	0	0	25,400	0%
83 FY26 Dam Spillway Wall Monument Survey-Points West	0	10,000	10,000	100%
84 FY26 Matthews Dam Spillway Wingwall & Floor Survey	0	0	7,000	0%
85 Vertical Monument Monitoring - Points West	0	5,800	5,800	100%
86 Vertical Monument Monitoring - Data Review (GHD)	0	0	5,000	0%
87 West (Left) Abutment Slide Monitoring -Points West	0	8,700	8,700	100%
88 West (Left) Abutment Monitoring -Data Review (GHD)	0	0	4,000	0%
89 FY26 FERC Dam Safety Surveillance and Monitoring Report	0	0	11,518	0%
90 FY26 FERC Chief Dam Safety Engineer	0	8,510	16,804	51%
91 GEI - Task 2-Part 12D; PFMA	0	0	15,674	0%
92 GRANT-Adv. Asst Spillway Seism Out of Scope Boring	0	0	100,000	0%
93 Left/Right Abutment Assessment - SHN	0	0	10,000	0%
TOTAL PROF/CONSULTING SERVICES	2,174	43,073	527,846	8%

E. INDUSTRIAL SYSTEM PROJECTS

94 Maintain Water Supply to Indust. Pump Station 6	0	0	13,250	0%
95 Repairs to I/W Reservoir Fence	0	0	10,000	0%
96 Grant - 1x Tank (Industrial) Seismic Retrofit	14,868	1,435,405	1,303,743	110%
TOTAL INDUSTRIAL SYSTEM PROJECTS	14,868	1,435,405	1,326,993	108%

F. CARRY-OVER PROJECTS FROM PRIOR YEAR

TOTAL CARRYOVER PROJECTS	0	0	0	0%
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G. ADVANCED CHARGES & DEBIT SERVICE FUNDS COLLECTED

97 Prof. Services for New Capital Debt	59,128	295,640	162,200	182%
98 Grant - 3x Tank Seismic Retrofit	18,988	94,941	227,859	42%
TOTAL ADVANCED CHARGES COLLECTED	78,116	390,582	390,059	100%

HUMBOLDT BAY MUNICIPAL WATER DISTRICT

PROJECT PROGRESS REPORT - PAGE 5 OF 5

November 30, 2025

42% Of Budget Year



H. PROJECTS NOT CHARGED TO MUNICIPAL CUSTOMERS

	MTD EXPENSES	YTD TOTAL	BUDGET	% OF BUDGET
On-Site Generation of Chlorine <i>(\$1.4M - FY25, Treatment Facility Project)</i>	6,807	59,004	179,313	33%
Humboldt Bay Radio Read Meters <i>(Capital Replacement Funds)</i>	0	0	9,500	0%
HQ and Dam Road Paving (FY23) <i>(August Complex Wildfire Funds Collected, ReMat Funds)</i>	145,825	145,825	112,000	130%
North Mainline Extension Study	0	5,068	0	0
BL Rancheria Water	0	178	0	0
TOTAL NOT CHARGED TO CUSTOMERS	152,632	210,075	300,813	70%

PROJECT PROGRESS REPORT SUMMARY OF ALL ACTIVITY

CUSTOMER CHARGES	MTD	YTD	BUDGET	% BUDGET
TOTAL NON-GRANT FUNDED CAPITAL PROJECTS	195	29,631	622,500	5%
<i>Treatment Facility Portion</i>	0	0	0	
TOTAL EQUIPMENT & FIXED ASSET PROJECTS	32,460	170,491	572,650	30%
<i>Treatment Facility Portion</i>	0	0	69,000	
TOTAL MAINTENANCE PROJECTS	1,968	165,612	450,850	37%
<i>Treatment Facility Portion</i>	0	0	70,500	
TOTAL PROF/CONSULTING SERVICES	2,174	43,073	527,846	8%
<i>Treatment Facility Portion</i>	0	0	0	
TOTAL INDUSTRIAL SYSTEM PROJECTS	14,868	1,435,405	1,326,993	1
TOTAL CARRYOVER PROJECTS	0	0	0	0
<i>Treatment Facility Portion</i>	0	0	0	
TOTAL ADVANCED CHARGES/DEBIT SERVICE	78,116	390,582	390,059	100%
<i>Treatment Facility Portion</i>	\$0	\$0	\$0	
TOTAL CUSTOMER CHARGES	\$129,780	\$2,234,794	\$3,890,898	57%
NON-CUSTOMER CHARGES (CURRENT FY)	MTD	YTD	BUDGET	% BUDGET
TOTAL GRANT FUNDED CAPITAL PROJECTS	315,061	3,585,396	9,593,868	37%
TOTAL NON-CUSTOMER CHARGES	152,632	210,075	300,813	70%
TOTAL USE OF ENCUMBERED FUNDS	24,227	278,539	1,617,260	17%
TOTAL NON-CUSTOMER CHARGES	\$491,920	\$4,074,010	\$11,511,941	35%
GRAND TOTAL PROJECT BUDGET ACTIVITY	\$621,701	\$6,308,803	\$15,402,839	41%

**HUMBOLDT BAY MUNICIPAL WATER DISTRICT
ENCUMBERED FUNDS RECONCILIATION REPORT
November 30, 2025**



	MTD EXPENSES	YTD TOTAL	AMOUNT ENCUMBERED	REMAINING
A. CAPITAL PROJECTS				
1E Mainline Valve Replacement Program	0	0	55,173	55,173
2E Retaining Wall for Valve Access	0	0	70,000	70,000
3E Replace Pump 2-2 (Pre-Approved 04/2024)	5,315	27,938	26,713	(1,225)
4E Peninsula Communications Options	0	0	42,000	42,000
5E Mainline Valve Replacement Program	0	0	50,000	50,000
6E Purchase Collector 4 Transformer	0	0	48,325	48,325
7E Purchase Switchboard for Collector 4	0	35,167	41,589	6,422
8E Resize Chemical Feed System	0	0	6,304	6,304
9E Storage Barn at Headquarters	0	0	218,108	218,108
B. EQUIPMENT & FIXED ASSET PROJECTS				
10E FY25 Replace ESSEX Administrative Computers	0	0	2,978	2,978
11E Telemetry Radio and Antenna Replacement	0	0	14,000	14,000
12E District Lighting Upgrades	0	175	11,950	11,775
13E Construction Tooling	0	0	1,473	1,473
14E TRF Filter Gallery Heaters and Air Circulation	0	8,856	9,000	144
15E Air Actuated Chemical Pump	0	2,392	2,000	(392)
16E FY25 Replace EUREKA Administrative Computers	0	8,064	5,086	(2,978)
C. MAINTENANCE PROJECTS				
17E FY25 Main Line Meter Flow Calibration	0	1,690	15,900	14,210
18E FY25 Technical Support and Software Updates	710	710	6,442	5,732
19E FY25 Hazard & Diseased Tree Removal	0	3,550	8,000	4,450
20E FY25 Fleet Paint Repairs	0	4,603	5,000	397
21E TRF Valve Network Upgrade (Phase 2)	0	0	51,500	51,500
22E FY25 Howell Bunger Valve Inspection	0	1,631	1,500	(131)
23E Replace Hydro Plant PLC's	0	20,759	88,750	67,991
24E FY25 Maintenance Emergency Repairs	0	4,627	5,000	373
D. PROFESSIONAL & CONSULTING SERVICES				
25E Caselle A/R Module	0	0	5,000	5,000
26E CIP 10-yr Financial Revision and Project Review	0	5,905	22,960	17,055
27E Retail Rate Study	0	0	12,000	12,000
28E 404 Permit Assistance	12,696	38,096	9,131	(28,965)
29E Technical Dam/Spillway Support	0	1,246	189,909	188,663
30E FY25 Cyber Security Maintenance	0	0	5,250	5,250
31E Microsoft 360 Email	0	12,404	7,274	(5,130)
32E Professional Consulting Services for FERC Comprehensive Analysis	5,506	52,700	504,865	452,165
33E Shatz Energy Research - Tesla Battery/Generator	0	13,515	14,296	781
34E Samoa Peninsula Coastal Development Permit (Change of Scope)	0	14,708	40,295	25,587
35E Eureka Cyber Security	0	19,800	19,489	(311)
ENCUMBERED FUNDS TOTAL	24,227	278,539	1,617,260	1,338,721

HUMBOLDT BAY MUNICIPAL WATER DISTRICT

SUPPLEMENTAL - FIELDBROOK-GLENDALE CSD CONTRACT SERVICES

MONTHLY BILLING/EXPENSE REPORT

November 30, 2025



	Month-to-Date	Year-to-Date
<i>Contract Services Billing</i>		
Administrative	1,261.23	6,306.15
Indirect/Overhead	999.28	4,996.40
Maintenance/Operations/Supplies	24,529.86	113,453.60
Total FB-GCSD Billing	26,790.37	124,756.15
<i>Contract Services Expenses</i>		
Employee Wages	13,944.53	63,379.08
Employee Benefits	6,130.48	26,442.12
Operations & Maintenance Expenses	1,204.98	4,824.90
General & Administrative Expenses	639.64	5,110.49
Total FB-GCSD Expenses	21,919.63	99,756.59
<i>NET Fieldbrook Contract Services</i>	4,870.74	24,999.56

Vendor Name	Date Paid	Description	Amount Paid
101 NETLINK			
101 NETLINK	11/06/2025	<i>Ruth Data Link/Internet</i>	340.00
Total 101 NETLINK:			340.00
ACWA/JPIA			
ACWA/JPIA	11/24/2025	<i>Medical Ins Adjs</i>	797.17-
ACWA/JPIA	11/24/2025	<i>Dental Ins Adjs</i>	33.72-
ACWA/JPIA	11/24/2025	<i>Vision Ins Adjs</i>	18.56-
ACWA/JPIA	11/24/2025	<i>EAP Ins Adjs</i>	4.96-
ACWA/JPIA	11/24/2025	<i>COBRA Vision</i>	37.12
ACWA/JPIA	11/24/2025	<i>COBRA Dental</i>	195.60
ACWA/JPIA	11/24/2025	<i>RETIREE MEDICAL</i>	14,229.16
Total ACWA/JPIA:			13,607.47
Advanced Display & Signs			
Advanced Display & Signs	11/13/2025	<i>Danger warning signs for Ruth Plunge Pool fence</i>	499.30
Advanced Display & Signs	11/13/2025	<i>Signs for Pipeline Road</i>	96.89
Total Advanced Display & Signs:			596.19
Advanced Security Systems			
Advanced Security Systems	11/24/2025	<i>Ruth Dam Fire Alarm</i>	160.50
Advanced Security Systems	11/24/2025	<i>Battery for security system</i>	70.69
Total Advanced Security Systems:			231.19
AirGas NCN			
AirGas NCN	11/24/2025	<i>Flashlights</i>	570.33
AirGas NCN	11/24/2025	<i>PPE Inventory</i>	53.66
Total AirGas NCN:			623.99
Altec Industries, Inc			
Altec Industries, Inc	11/24/2025	<i>Insulated boot cover for control lever</i>	41.62
Total Altec Industries, Inc:			41.62
Alves, Inc			
Alves, Inc	11/13/2025	<i>Seal cracks in asphalt on Ruth road #26-0565</i>	5,000.00
Alves, Inc	11/13/2025	<i>Grind, re-shape and pave HQ Way #26-0564</i>	140,825.00
Total Alves, Inc:			145,825.00
Amazon Capital Services			
Amazon Capital Services	11/24/2025	<i>Eureka Office Supplies</i>	42.63
Amazon Capital Services	11/24/2025	<i>Pull up bar for Ruth Hydro Scroll Case entry hatch</i>	230.52
Amazon Capital Services	11/24/2025	<i>Phone case for customer service rep</i>	3.76
Amazon Capital Services	11/24/2025	<i>Phone case for customer service rep</i>	10.69
Amazon Capital Services	11/24/2025	<i>Eureka Office Supplies</i>	111.37
Amazon Capital Services	11/24/2025	<i>Eureka Office Supplies</i>	46.00-
Amazon Capital Services	11/24/2025	<i>Eureka Office Supplies</i>	148.04
Amazon Capital Services	11/24/2025	<i>Colored paper for past due letters & final bills</i>	19.49
Amazon Capital Services	11/24/2025	<i>Colored paper for past due letters & final bills</i>	32.40
Amazon Capital Services	11/24/2025	<i>Eureka Office Supplies</i>	129.81
Amazon Capital Services	11/24/2025	<i>Carabiners for pass ropes</i>	31.52

Vendor Name	Date Paid	Description	Amount Paid
Total Amazon Capital Services:			714.23
Asbury Environmental Services			
Asbury Environmental Services	11/06/2025	Waste fees	311.00
Total Asbury Environmental Services:			311.00
ATS Communications			
ATS Communications	11/24/2025	IT and software maintenance subscriptions and support	2,982.95
ATS Communications	11/24/2025	Upgrade to Window 11	488.40
Total ATS Communications:			3,471.35
Bartle Wells Associates			
Bartle Wells Associates	11/04/2025	Long-Range Financial Plan Contract #24-1770	1,040.00
Bartle Wells Associates	11/04/2025	Long-Range Financial Plan Contract #24-1770	5,905.00
Total Bartle Wells Associates:			6,945.00
BPM LLP			
BPM LLP	11/13/2025	Contract for Information Security Assessment Services #25-1483	8,400.00
Total BPM LLP:			8,400.00
California Dept of Tax and Fee Admin			
California Dept of Tax and Fee Admin	11/24/2025	Water Rights Permit ID A026657	50,813.05
California Dept of Tax and Fee Admin	11/24/2025	Water Rights Permit ID A016454	6,112.40
California Dept of Tax and Fee Admin	11/24/2025	Water Rights Permit ID A017291	12,826.57
Total California Dept of Tax and Fee Admin:			69,752.02
Charles Vickrey			
Charles Vickrey	11/06/2025	Per Diem for Certification Testing in San Francisco	839.77
Total Charles Vickrey:			839.77
City of Eureka			
City of Eureka	11/13/2025	Eureka office water/sewer	153.06
Total City of Eureka:			153.06
Coast Counties Truck & Equipment Company			
Coast Counties Truck & Equipment Compan	11/24/2025	Unit 10 repairs	2,179.37
Total Coast Counties Truck & Equipment Company:			2,179.37
CSDA			
CSDA	11/24/2025	Contract for customized governance training & strategic planni	3,750.00
Total CSDA:			3,750.00
Davidson Brothers Lock & Safe			
Davidson Brothers Lock & Safe	11/24/2025	new lock cylinder	38.59
Total Davidson Brothers Lock & Safe:			38.59

Vendor Name	Date Paid	Description	Amount Paid
Downey Brand Attorneys LLP			
Downey Brand Attorneys LLP	11/06/2025	Legal Fees Sept 2025	51.50
Downey Brand Attorneys LLP	11/06/2025	Legal Fees Sept 2025 - Instream Flow Investigation	515.00
Total Downey Brand Attorneys LLP:			566.50
Englund Marine Supply			
Englund Marine Supply	11/24/2025	Unit 4 repairs	20.70
Total Englund Marine Supply:			20.70
Eureka Oxygen			
Eureka Oxygen	11/06/2025	cylinder rental	132.86
Eureka Oxygen	11/24/2025	cylinder rental	132.86
Total Eureka Oxygen:			265.72
Eureka Readymix			
Eureka Readymix	11/06/2025	Ruth Hydro access road repairs	276.75
Total Eureka Readymix:			276.75
Eureka Rubber Stamp			
Eureka Rubber Stamp	11/24/2025	Name Plates	52.12
Eureka Rubber Stamp	11/24/2025	Name Plates	35.45
Total Eureka Rubber Stamp:			87.57
Eureka-Humboldt Fire Ext.,Co, Inc			
Eureka-Humboldt Fire Ext.,Co, Inc	11/06/2025	Hydrostatic testing	147.00
Total Eureka-Humboldt Fire Ext.,Co, Inc:			147.00
GFT Infrastructure, Inc.			
GFT Infrastructure, Inc.	11/13/2025	R.W. Matthews Dam Part 12D Comprehensive Assessment	5,506.25
Total GFT Infrastructure, Inc.:			5,506.25
GHD			
GHD	11/06/2025	General Engineering	12,597.88
GHD	11/06/2025	General Engineering - Collector Mainline Redundancy Project	61.88
GHD	11/06/2025	General Engineering - Leak Repair	301.25
GHD	11/06/2025	General Engineering - Adv Asst Spillway Seismic	556.88
GHD	11/06/2025	General Engineering - OSHG	6,807.14
GHD	11/06/2025	Reservoirs Seismic Retrofit Phs 2 #24-0812	732.88
GHD	11/06/2025	Reservoirs Seismic Retrofit Phs 2 #24-0812	712.52
Total GHD:			21,770.43
Health Equity Inc			
Health Equity Inc	11/06/2025	HSA Admin Fee Oct 2025 - 19 employees	56.05
Health Equity Inc	11/06/2025	HSA Admin Fee Oct 2025 - 6 employees	17.70
Total Health Equity Inc:			73.75
Hensel Hardware			
Hensel Hardware	11/24/2025	Shop supplies	220.44

Vendor Name	Date Paid	Description	Amount Paid
Hensel Hardware	11/24/2025	<i>Shop supplies</i>	30.87
Hensel Hardware	11/24/2025	<i>primer for roof sheeting</i>	155.99
Total Hensel Hardware:			407.30
Hensell Materials			
Hensell Materials	11/13/2025	<i>Spillway repairs</i>	554.46
Total Hensell Materials:			554.46
Henwood Associates, Inc			
Henwood Associates, Inc	11/06/2025	<i>Consultant Services Agreement- Sept 2025</i>	223.72
Total Henwood Associates, Inc:			223.72
Humboldt County Treasurer			
Humboldt County Treasurer	11/24/2025	<i>Capital Financing Project</i>	45,611.43
Total Humboldt County Treasurer:			45,611.43
Humboldt Fasteners			
Humboldt Fasteners	11/06/2025	<i>Cordless light stand for Ruth Hydro</i>	931.61
Humboldt Fasteners	11/06/2025	<i>Electronic components for Makita impact driver</i>	122.16
Total Humboldt Fasteners:			1,053.77
Humboldt Waste Management Authority			
Humboldt Waste Management Authority	11/06/2025	<i>Hazwaste disposal fee</i>	145.00
Humboldt Waste Management Authority	11/24/2025	<i>Hazwaste disposal fee</i>	135.00
Total Humboldt Waste Management Authority:			280.00
Industrial Electric			
Industrial Electric	11/06/2025	<i>Repairs to 400HP Motor for pump 2.2</i>	2,092.84
Industrial Electric	11/24/2025	<i>18/4 PVC Cable</i>	21.59
Total Industrial Electric:			2,114.43
JTN Energy, LLC			
JTN Energy, LLC	11/06/2025	<i>Consultant Services Agreement - Sept 2025</i>	223.72
Total JTN Energy, LLC:			223.72
Keenan Supply			
Keenan Supply	11/13/2025	<i>Meter setters for FB</i>	372.90
Total Keenan Supply:			372.90
Kernen Construction			
Kernen Construction	11/24/2025	<i>Crane work to remove and replace pump 2.2 motor #26-0425</i>	3,222.50
Kernen Construction	11/24/2025	<i>Asphalt for Essex Yard repairs</i>	180.36
Total Kernen Construction:			3,402.86
MacLeod Watts, Inc.			
MacLeod Watts, Inc.	11/24/2025	<i>GASB 75 Actuarial Report FY 6-30-25</i>	5,450.00

Vendor Name	Date Paid	Description	Amount Paid
Total MacLeod Watts, Inc.:			5,450.00
Mario Palmero			
Mario Palmero	11/13/2025	Essex Petty Cash - Supplies	4.39
Mario Palmero	11/13/2025	Essex Petty Cash - Refreshments for safety meeting & other sup	95.17
Mario Palmero	11/13/2025	Essex Petty Cash - Office Supplies	31.67
Total Mario Palmero:			131.23
Mendes Supply Company			
Mendes Supply Company	11/06/2025	Eureka office supplies	78.68
Total Mendes Supply Company:			78.68
Microbac Laboratories, Inc			
Microbac Laboratories, Inc	11/24/2025	Lab Tests - FBGCSD	116.00
Microbac Laboratories, Inc	11/24/2025	Lab Tests - Humboldt Bay Retail	136.00
Microbac Laboratories, Inc	11/24/2025	Lab Tests - Humboldt Bay Retail	116.00
Microbac Laboratories, Inc	11/24/2025	Lab Tests - Humboldt Bay Retail	116.00
Microbac Laboratories, Inc	11/24/2025	Lab Tests - FBGCSD	116.00
Microbac Laboratories, Inc	11/24/2025	Lab Tests - FBGCSD	116.00
Microbac Laboratories, Inc	11/24/2025	Lab Tests - Humboldt Bay Retail	116.00
Microbac Laboratories, Inc	11/24/2025	Lab Tests - Humboldt Bay Retail	116.00
Microbac Laboratories, Inc	11/24/2025	Lab Tests - FBGCSD	116.00
Microbac Laboratories, Inc	11/24/2025	Lab Tests - Humboldt Bay Retail	58.00
Total Microbac Laboratories, Inc:			1,122.00
Miller Farms Nursery			
Miller Farms Nursery	11/06/2025	Weed eater supplies for Ruth	27.13
Total Miller Farms Nursery:			27.13
Mission Linen			
Mission Linen	11/13/2025	maintenance supplies & uniform rentals	72.39
Mission Linen	11/13/2025	maintenance supplies & uniform rentals	34.40
Mission Linen	11/13/2025	maintenance supplies & uniform rentals	115.60
Mission Linen	11/13/2025	maintenance supplies & uniform rentals	58.42
Mission Linen	11/13/2025	maintenance supplies & uniform rentals	11.47
Mission Linen	11/13/2025	maintenance supplies & uniform rentals	11.47
Mission Linen	11/13/2025	maintenance supplies & uniform rentals	87.66
Mission Linen	11/13/2025	maintenance supplies & uniform rentals	73.47
Mission Linen	11/13/2025	maintenance supplies & uniform rentals	11.47
Total Mission Linen:			476.35
NAPA AUTO PARTS			
NAPA AUTO PARTS	11/06/2025	Unit 5 annual service	275.91
NAPA AUTO PARTS	11/24/2025	Unit 2 service	151.97
NAPA AUTO PARTS	11/24/2025	Shop supplies	8.26
NAPA AUTO PARTS	11/24/2025	Unit 2 service	41.90
NAPA AUTO PARTS	11/24/2025	Gear oil	78.27
Total NAPA AUTO PARTS:			556.31

Vendor Name	Date Paid	Description	Amount Paid
Occu-Med, Ltd			
Occu-Med, Ltd	11/24/2025	Pre-employment physical - Associate Engineer	355.75
Total Occu-Med, Ltd:			355.75
Optimum			
Optimum	11/04/2025	Essex internet	279.90
Optimum	11/04/2025	Essex Phones	87.30
Optimum	11/04/2025	Eureka Internet	210.95
Optimum	11/04/2025	Fieldbrook-Glendale CSD Internet	408.93
Optimum	11/04/2025	TRF Internet	29.96
Optimum	11/04/2025	TRF Internet - Blue Lake SCADA Monitoring	59.90
Optimum	11/04/2025	TRF Internet - Fieldbrook-Glendale CSD	59.90
Total Optimum:			1,136.84
PACE Engineering, Inc.			
PACE Engineering, Inc.	11/13/2025	TRF Generator Project	10,767.00
Total PACE Engineering, Inc.:			10,767.00
Pacific Gas & Electric Co.			
Pacific Gas & Electric Co.	11/06/2025	Eureka Office	114.66
Pacific Gas & Electric Co.	11/06/2025	Jackson Ranch Rd Rectifier	21.92
Pacific Gas & Electric Co.	11/06/2025	HWY 299 Rectifier	52.49
Pacific Gas & Electric Co.	11/06/2025	West End Road Rectifier	21.64
Pacific Gas & Electric Co.	11/06/2025	TRF	9,123.99
Pacific Gas & Electric Co.	11/06/2025	Ruth Hydro Valve Control	55.17
Pacific Gas & Electric Co.	11/06/2025	Ruth Hydro	49.88
Pacific Gas & Electric Co.	11/06/2025	Samoa Booster Pump Station	715.48
Pacific Gas & Electric Co.	11/06/2025	Samoa Dial Station	75.39
Pacific Gas & Electric Co.	11/13/2025	Essex Pumping Oct 2025	2,486.46
Pacific Gas & Electric Co.	11/13/2025	Essex Pumping Oct 2025	1,243.78
Pacific Gas & Electric Co.	11/13/2025	Essex Pumping Oct 2025	74,151.95
Pacific Gas & Electric Co.	11/24/2025	Ruth Bunk House	70.18
Pacific Gas & Electric Co.	11/24/2025	Ruth HQ	170.60
Total Pacific Gas & Electric Co.:			88,353.59
Paso Robles Tank, Inc.			
Paso Robles Tank, Inc.	11/13/2025	Samoa Res Seismic Retrofit #25-0755	14,155.00
Paso Robles Tank, Inc.	11/13/2025	Korblex Res Seismic Retrofit #25-0754	302,942.17
Total Paso Robles Tank, Inc.:			317,097.17
Points West Surveying Co			
Points West Surveying Co	11/13/2025	Mad River Cross Sections at Essex #26-0039	1,800.00
Total Points West Surveying Co:			1,800.00
PTC Inc.			
PTC Inc.	11/06/2025	Ruth Hydro plant control system software	644.00
PTC Inc.	11/06/2025	Sales tax owed	66.01
PTC Inc.	11/06/2025	Sales tax owed	66.01
Total PTC Inc.:			644.00

Vendor Name	Date Paid	Description	Amount Paid
Purchase Power			
Purchase Power	11/14/2025	<i>Postage Refill</i>	502.25
Total Purchase Power:			502.25
Recology Arcata			
Recology Arcata	11/13/2025	<i>Essex Garbage/Recycling Service - Oct 2025</i>	866.17
Total Recology Arcata:			866.17
Recology Humboldt County			
Recology Humboldt County	11/13/2025	<i>Eureka office garbage/recycling service - Oct 2025</i>	120.46
Total Recology Humboldt County:			120.46
Red Bluff Chrys Dodge Jeep Ram			
Red Bluff Chrys Dodge Jeep Ram	11/20/2025	<i>2025 RAM 1500 Quad Cab - Replace Unit 7</i>	29,082.14
Total Red Bluff Chrys Dodge Jeep Ram:			29,082.14
Rex & Friends 2025 CTP			
Rex & Friends 2025 CTP	11/06/2025	<i>Entry Fee for Truckers Parade</i>	35.00
Total Rex & Friends 2025 CTP:			35.00
Safe and Sound Security			
Safe and Sound Security	11/13/2025	<i>Monthly help desk/tech support for Dam cameras</i>	67.97
Total Safe and Sound Security:			67.97
Stillwater Sciences			
Stillwater Sciences	11/13/2025	<i>404 Permit Assistance #26-0002</i>	12,695.75
Total Stillwater Sciences:			12,695.75
The Mill Yard			
The Mill Yard	11/24/2025	<i>Install and mount signage</i>	84.64
The Mill Yard	11/13/2025	<i>No trespassing signage</i>	125.25
Total The Mill Yard:			209.89
Trinity County General Services			
Trinity County General Services	11/24/2025	<i>Pickett Peak site lease - Dec 2025</i>	265.23
Total Trinity County General Services:			265.23
Trinity Diesel, Inc			
Trinity Diesel, Inc	11/13/2025	<i>Unit 5 testing per CARB regulations</i>	110.00
Total Trinity Diesel, Inc:			110.00
U.S. Bank Corporate Payment System			
U.S. Bank Corporate Payment System	11/10/2025	<i>Equipment and cloud access plan for meter signaling replaceme</i>	385.62
U.S. Bank Corporate Payment System	11/10/2025	<i>Spillway repairs</i>	35.26
U.S. Bank Corporate Payment System	11/10/2025	<i>Unit 13 repairs</i>	296.98
U.S. Bank Corporate Payment System	11/10/2025	<i>Hatch for additional Ruth Weir pump connection</i>	419.85
U.S. Bank Corporate Payment System	11/10/2025	<i>Essex Office Supplies</i>	15.80

Vendor Name	Date Paid	Description	Amount Paid
U.S. Bank Corporate Payment System	11/10/2025	Essex supplies	22.57
U.S. Bank Corporate Payment System	11/10/2025	Essex Office Supplies	97.10
U.S. Bank Corporate Payment System	11/10/2025	AWWA Disinfection Standard	115.28
U.S. Bank Corporate Payment System	11/10/2025	Continuing Education Credits	275.00
U.S. Bank Corporate Payment System	11/10/2025	Lead test kit	14.32
U.S. Bank Corporate Payment System	11/10/2025	Maintenance CAD software upgrade	244.99
U.S. Bank Corporate Payment System	11/10/2025	Annual Dropbox - Essex	119.88
U.S. Bank Corporate Payment System	11/10/2025	Spendwise Monthly Subscription	90.00
U.S. Bank Corporate Payment System	11/10/2025	Monitor Arms	129.83
U.S. Bank Corporate Payment System	11/10/2025	Eureka Office Supplies	9.98
U.S. Bank Corporate Payment System	11/10/2025	Employee meeting food and drink	55.00
U.S. Bank Corporate Payment System	11/10/2025	Employee meeting food and drink	52.00
U.S. Bank Corporate Payment System	11/10/2025	Employee meeting food and drink	77.32
U.S. Bank Corporate Payment System	11/10/2025	District Jacket	72.72
U.S. Bank Corporate Payment System	11/10/2025	Monitor Arms	129.83
U.S. Bank Corporate Payment System	11/10/2025	Hotel for D1 Certification Testing	282.74
U.S. Bank Corporate Payment System	11/10/2025	Board Lunch Oct Meeting	180.96
U.S. Bank Corporate Payment System	11/10/2025	Ad Posting - Electrician & Instrument Tech I	200.00
U.S. Bank Corporate Payment System	11/10/2025	Ad Posting - Electrician & Instrument Tech I	40.00
U.S. Bank Corporate Payment System	11/10/2025	Eureka Office Supplies	23.64
U.S. Bank Corporate Payment System	11/10/2025	Food for RLCSD/HBMWD Meeting	598.01
U.S. Bank Corporate Payment System	11/10/2025	Working lunch during interviews	81.87
U.S. Bank Corporate Payment System	11/10/2025	12KV overhead repair components	55.26
U.S. Bank Corporate Payment System	11/10/2025	Meter test equipment	90.19
U.S. Bank Corporate Payment System	11/10/2025	Essex Office Supplies	24.27
U.S. Bank Corporate Payment System	11/10/2025	Flash Drive	49.97
U.S. Bank Corporate Payment System	11/10/2025	AWWA Standard B200-22	99.00
U.S. Bank Corporate Payment System	11/10/2025	Fork Extensions	1,455.99
Total U.S. Bank Corporate Payment System:			5,581.57
U.S. Geological Survey			
U.S. Geological Survey	11/24/2025	Ruth Res & Mad River Streamflow - Water Resource Investigatio	9,570.00
Total U.S. Geological Survey:			9,570.00
VALEO Networks			
VALEO Networks	11/13/2025	Adapter	26.44
VALEO Networks	11/13/2025	Eureka office monthly computer maintenance	2,175.37
VALEO Networks	11/13/2025	Assist ATS with Migrating emails to Microsoft 365	2,322.00
Total VALEO Networks:			4,523.81
Valley Pacific Petroleum Serv. Inc			
Valley Pacific Petroleum Serv. Inc	11/13/2025	Cardlock-Pumping & Control	497.42
Valley Pacific Petroleum Serv. Inc	11/13/2025	Cardlock-Water Quality	497.42
Valley Pacific Petroleum Serv. Inc	11/13/2025	Cardlock-Maintenance	497.42
Valley Pacific Petroleum Serv. Inc	11/13/2025	Cardlock-HB Retail	129.33
Valley Pacific Petroleum Serv. Inc	11/13/2025	Cardlock-FBGCS D	368.08
Total Valley Pacific Petroleum Serv. Inc:			1,989.67
Verizon Wireless			
Verizon Wireless	11/14/2025	General Manager	52.00
Verizon Wireless	11/14/2025	Humboldt Bay Retail	32.21
Verizon Wireless	11/14/2025	Fieldbrook Glendale CSD	91.69
Verizon Wireless	11/14/2025	Humboldt Bay IPAD	9.88

Vendor Name	Date Paid	Description	Amount Paid
Verizon Wireless	11/14/2025	<i>Fieldbrook Glendale CSD IPAD</i>	28.13
Verizon Wireless	11/14/2025	<i>Ruth Area</i>	13.83
Verizon Wireless	11/14/2025	<i>Ruth Hydro</i>	13.83
Total Verizon Wireless:			241.57
Watt's Cleaning Services			
Watt's Cleaning Services	11/13/2025	<i>Eureka Office Cleaning 10/8 & 10/22/25</i>	278.00
Total Watt's Cleaning Services:			278.00
Wienhoff & Associates Inc			
Wienhoff & Associates Inc	11/24/2025	<i>Annual Consortium membership</i>	425.00
Total Wienhoff & Associates Inc:			425.00
Grand Totals:			835,339.64

Memo to: HBMWD Board of Directors
 From: Dale Davidsen, Superintendent
 Date: December 3, 2025
 Subject: Essex/Ruth November 2025 Operational Report

Upper Mad River, Ruth Lake, and Hydro Plant

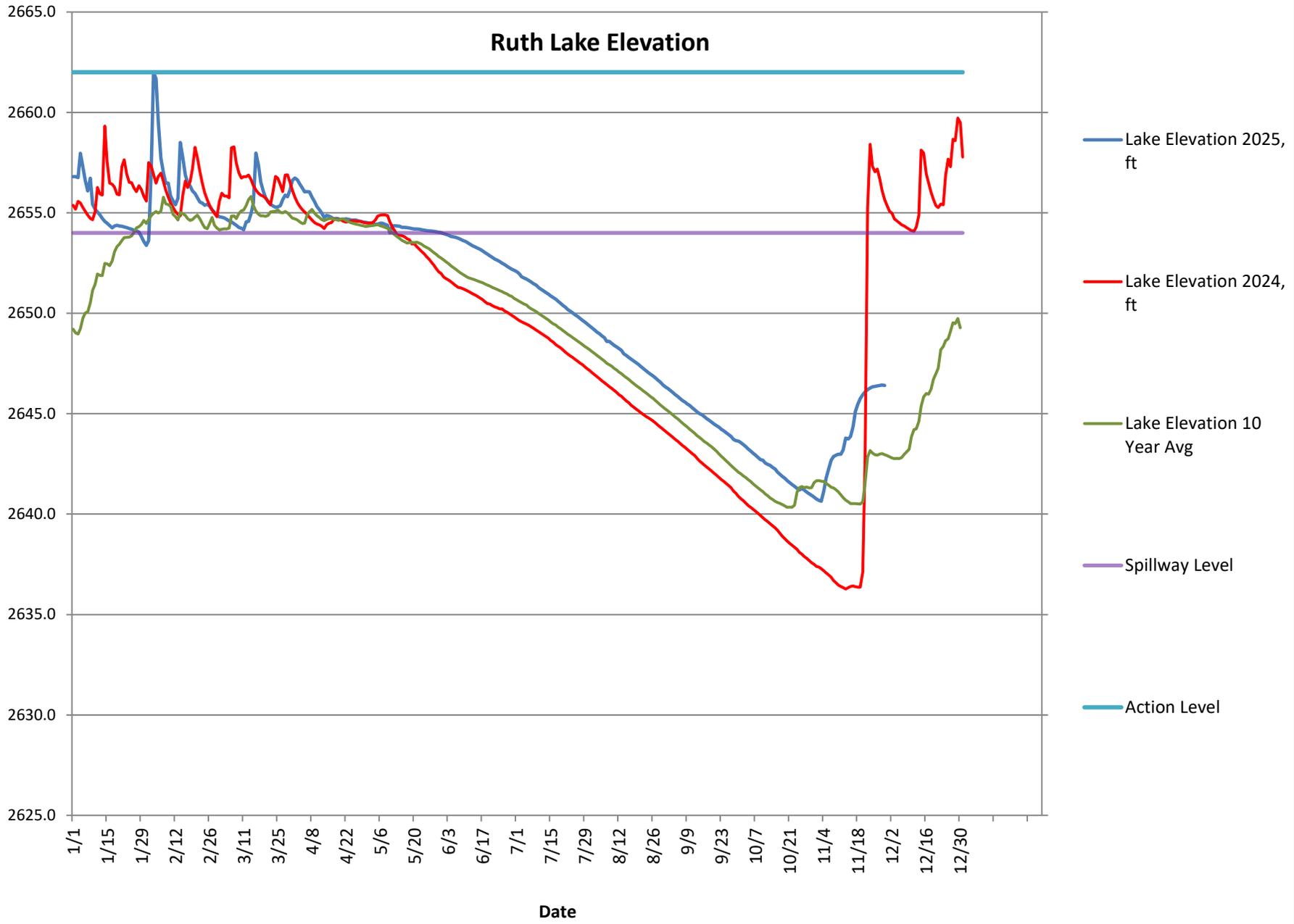
1. Average flow at Mad River above Ruth Reservoir (Zenia Bridge) in November was 85.07 cfs.
2. The conditions at Ruth Lake for November were as follows:
 The lake level on November 30th was 2646.4 feet, which is:
 - 5.47 feet higher than October 31st, 2025.
 - 8.94 feet lower than November 30th, 2024.
 - 3.44 feet higher than the ten-year average.
 - 7.6 feet below the spillway.
3. Ruth Headquarters recorded 8.46 inches of rainfall in November.
4. Ruth Hydro generated 148800 kWh in November with two PGE shutdowns, causing 1,433.3 kWh loss in production.
5. The lake discharge averaged 43 cfs with a high of 46 cfs on November 15th.

Lower Mad River, Winzler Control, and TRF

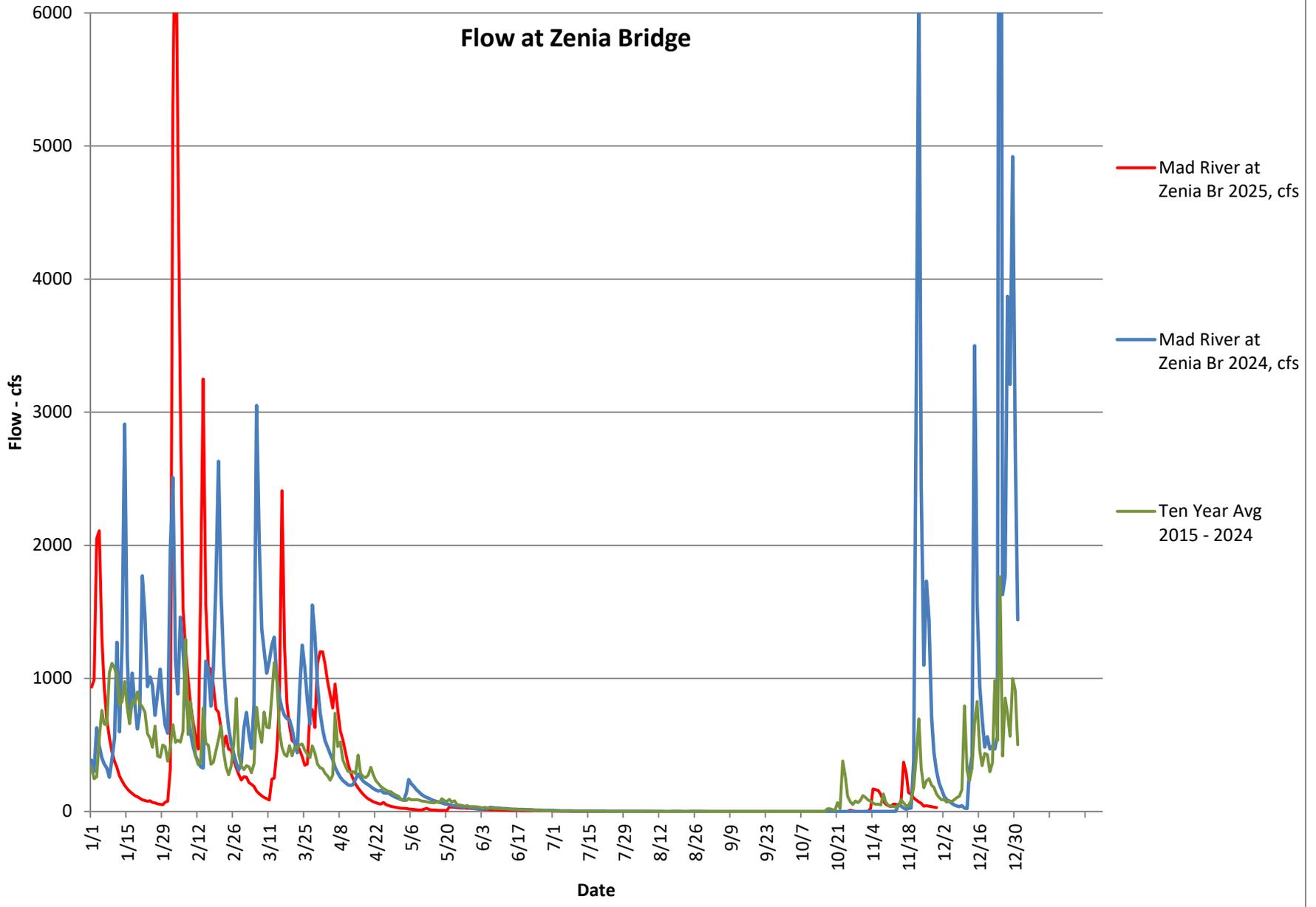
6. The river at Winzler Control Center in November had an average flow of 508.8 cfs. The river flow was at a high of 1640 cfs on November 7th.
7. The domestic water conditions were as follows:
 - a. The domestic water turbidity average was 0.08 NTU, which meets Public Health Secondary Standards.
 - b. As of November 30th, we pumped 216.084 MG at an average of 7.203 MGD.
 - c. The maximum metered daily municipal use was 9.983 MG on November 21st.
8. The TRF is online:
 - a. Average monthly source water turbidity was 8.50 NTU.
 - b. Average monthly filtered water turbidity was 0.08 NTU.
 - c. The number of monthly filter backwashes was 28.
9. November 3rd – Teams meeting with fire departments regarding planning for system shutdown for Reservoir Seismic coupler installations.
10. November 5th
 - a. Michiko and I attended the DWR Pre-flood season meeting.

- b. Met with Engineers at Reservoir project to discuss issues with old dielectric couplers.
11. November 6th
- a. Met with office staff and EPD
 - b. Teams meeting with Pace regarding generator connectivity
12. November 7th - Teams meeting with Eco Green regarding VFD's on collectors
13. November 13th – High tide and storm surge washed out A/R vault on New Navy Base Rd.
Maintenance removed vault before it damaged the pipeline.
14. November 17th – Interviewed 5 candidates for the Level 1 Electrical and Instrumentation Tech position
15. November 18th – Operations and Maintenance staff did system isolation and drained pipeline for Reservoir seismic coupler installations on influent of DW reservoir
16. November 19th – Operations drained and isolated the DW reservoir – Prep for Effluent coupler installations
17. November 20th
- a. Operations and Maintenance staff did system isolation and drained pipeline for Reservoir seismic coupler installations on effluent of DW reservoir
 - b. Special Board meeting for Emergency pipeline re-alignment on NNB Rd.
18. November 21st – GRS started installation of new 6” C-900 pipeline for re-alignment.
19. November 22nd Saturday – GRS continued pipeline re-alignment project – I did morning and afternoon check-ins.
20. November 24th
- a. GRS completed laying new pipe for re-alignment, started dis-infection process.
 - b. Met with FB tank contractor and Construction manager, to discuss pressure testing, disinfection and filling of reservoir
21. November 26th – Mario witnessed FB tank piping pressure test.
22. November 28th – GRS received Bac-T sample results for NNB Rd. pipeline. Absent. Good to tie-in next week.
23. Current and Ongoing Projects
- a. I attended several meetings and correspondence with the engineers and contractors on multiple projects.
 - i. Reservoir Seismic retrofit project.
 - ii. TRF generator project.
 - iii. FB reservoir replacement project.
 - iv. RW Matthews Dam Stability Study
 - b. Tesla battery bank / generator coordination project – In progress. Working on final integration details and coordinating connections with Tesla and generator manufacture.
 - c. Submitted formal paperwork to HCSO for them to patrol some District R-o-W's for urban campers.
 - d. TRF maintenance
 - e. Routine annual equipment maintenance and services.

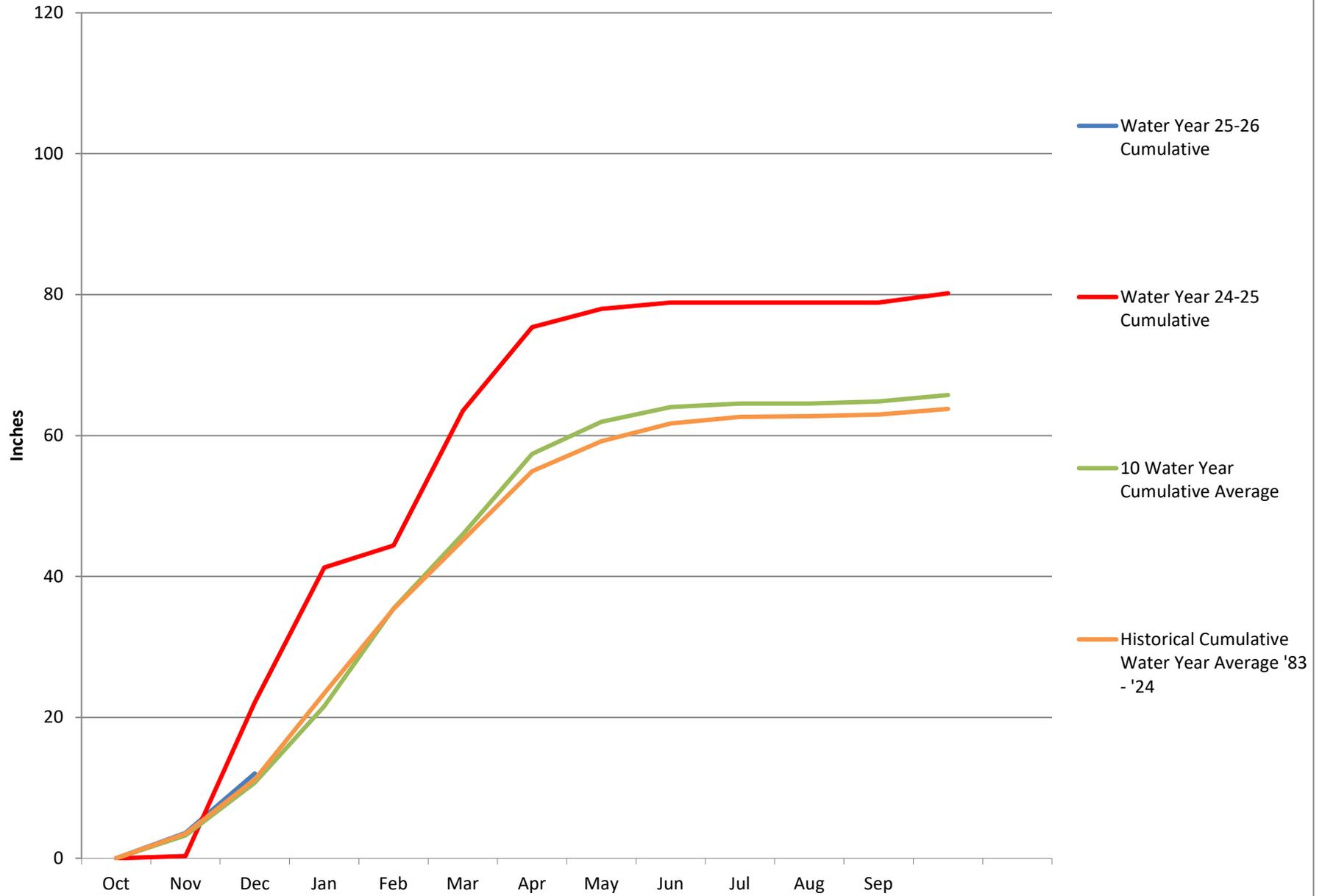
Ruth Lake Elevation

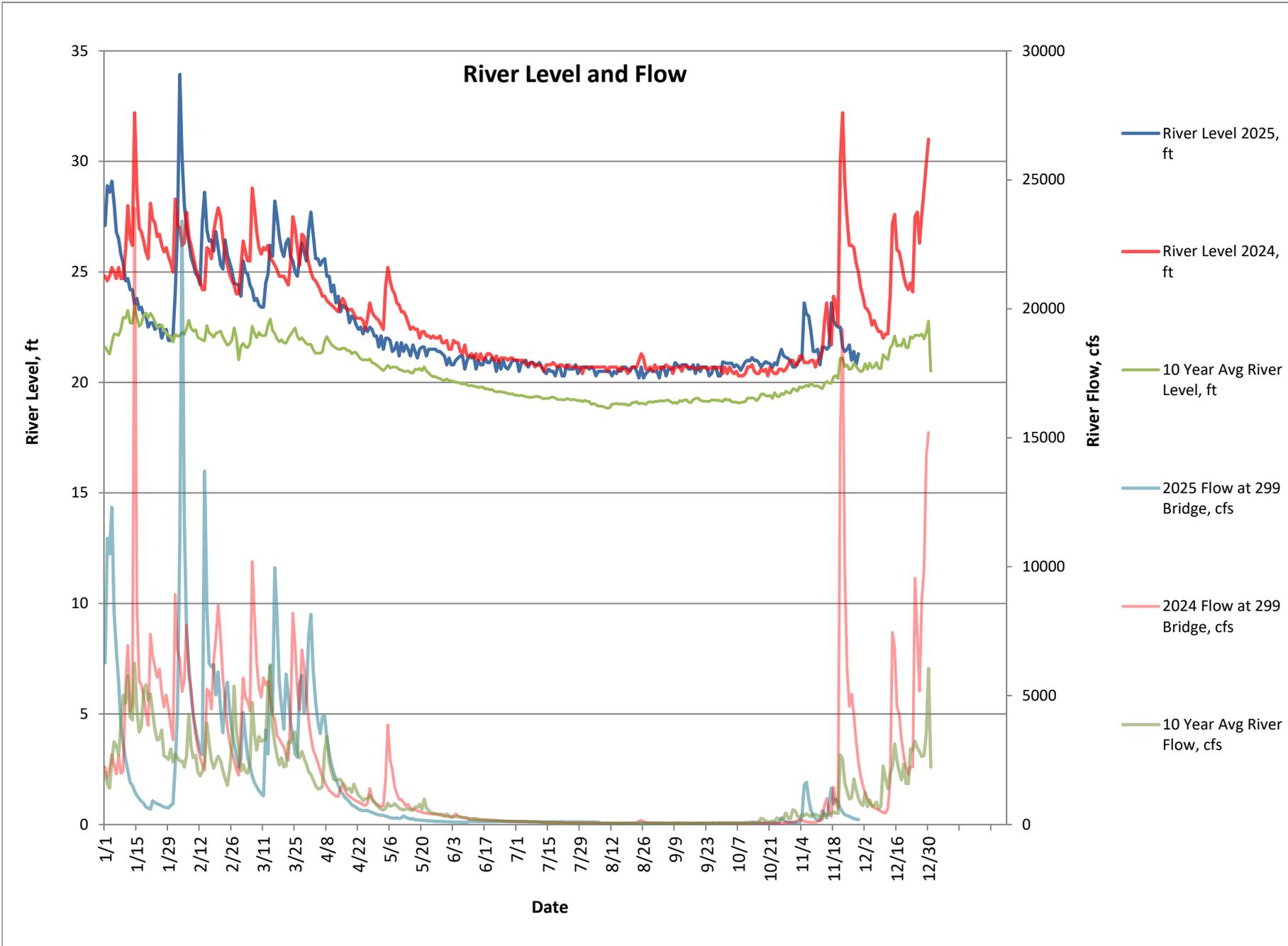


Flow at Zenia Bridge

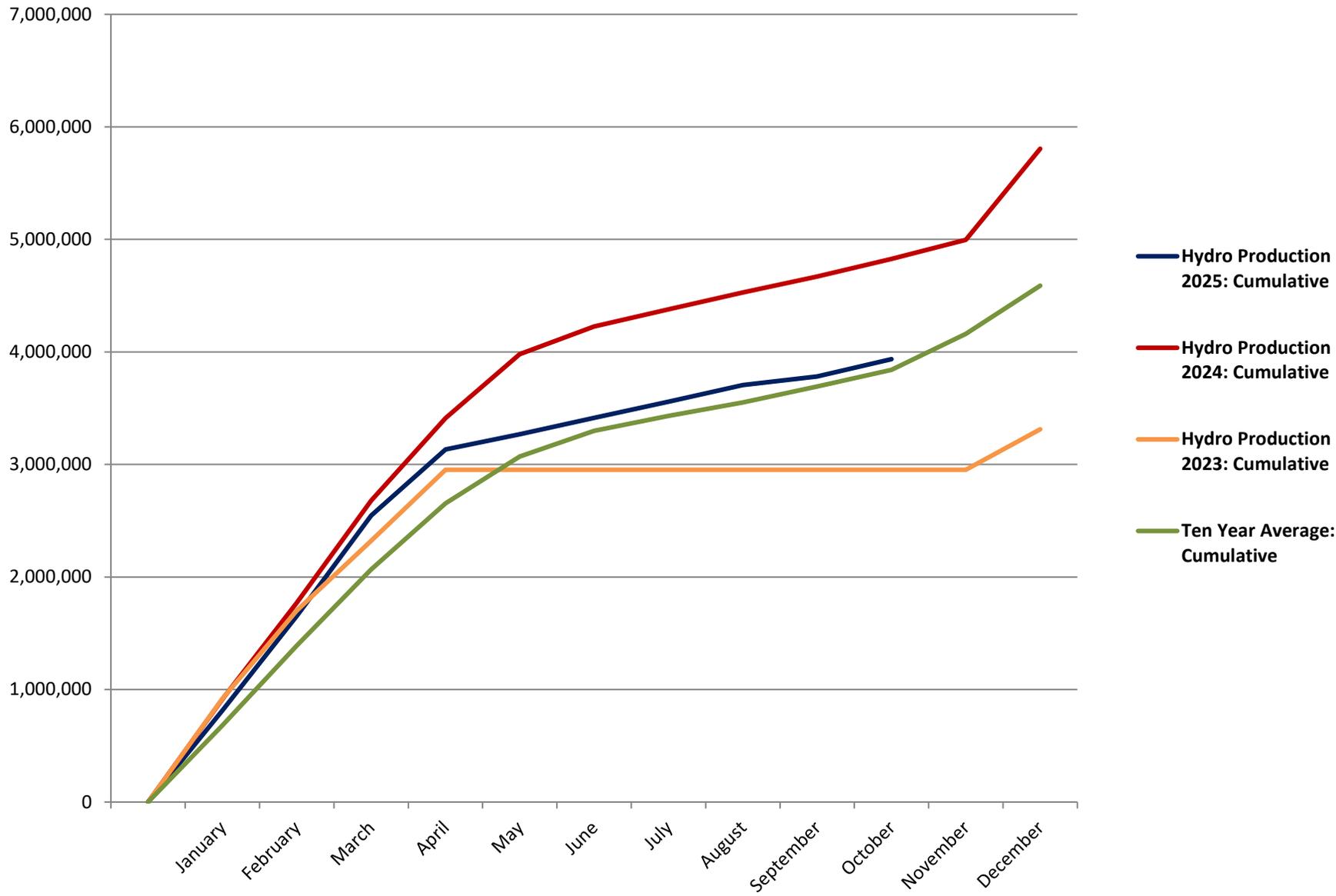


Ruth Rainfall - Water Year 2024-2025





Ruth Hydro Production: Cumulative kWh





ITEM: General Manager's Report
PRESENTED BY: Michiko Mares, General Manager
TYPE of ITEM: Informational
TYPE of ACTION: None

The General Manager's Monthly Report is intended to provide informational updates regarding issues which impact the District's Mission at a management level.

Goal 1- Regulatory Compliance

Workplace Safety. No reportable injuries.

Public Health. Maintained compliance with all state and federal drinking water regulations.

Permitting.

Federal Energy Regulatory Commission (FERC). Staff continued to work with the Consultant on finalizing the Drilling Program Plan for the spillway investigation and the Drilling Program Plan for the embankment investigation for the R.W. Matthews Dam Seismic Stability Project.

Division of Safety of Dams (DSOD). Staff continued to work with the Consultant on finalizing the Drilling Program Plan for the spillway investigation and the Drilling Program Plan for the embankment investigation for the R.W. Matthews Dam Seismic Stability Project.

Humboldt County Public Works. Received the application from the County to renew the District's annual encroachment permit for 2026. Signed application and insurance certificates due to County by December 15, 2025.

Reporting.

Humboldt County Public Works. Notified the County of the emergency repair on the Samoa peninsula using the County's online work notification tool.

SAFER Reports. Staff researched batch upload options to streamline monthly SAFER (Drought Conservation and Monitoring) reporting and created a batch upload template.

Goal 3 – System Operation and Maintenance

Infrastructure Reliability.

Reservoirs Seismic Retrofit. Installation of the seismic couplers at the 1MG Korblex tank has been completed. Staff worked closely with municipal and fire protection partners to complete work. Site restoration is anticipated to be complete by the end of December.

Samoa Peninsula Waterline Right-of-Way Maintenance EIR. Follow-up AB52 consultation correspondence provided to Blue Lake Rancheria, Bear River Rancheria, and the Wiyot Tribe with the updated EIR project description on November 6, 2025. The Wiyot Tribe has requested consultation and is scheduled to occur on December 16, 2025.

Service Interruptions.

Municipal Customers. To support the installation of the expansion joints at the 1MG Korblex tank, some municipal customers (HCSD, Eureka, Arcata) had an interruption of service on November 18 and 20. Staff coordinated with residents, municipalities, and fire agencies regarding the planned service interruptions. Three retail customers had a planned service interruption on November 20. No other customers experienced a service interruption.

Samoa Peninsula. To support the emergency relocation of the pipeline on the Samoa peninsula, the Coast Guard station, County boat ramp, Eureka airstrip, and Samoa Social Club had a planned service interruption on December 1 from 10 am to 4 pm.

Goal 4- Customer, Community, and Governmental Partnerships

Ruth Lake CSD. Staff met with RLCSD on December 3 to discuss lease lots.

Governmental Partnerships. Met with Humboldt County Planning and Building Department on November 14 to discuss a Regional GIS strategy for underground assets. The next meeting is scheduled for December 18.

Goal 5 – Future Positioning

Natural Resources Protection.

Aquatic Invasive Species at Ruth Lake. CDFW requested revision to the Joint Aquatic Invasive Species Prevention Plan. Staff anticipate bringing the Plan to the Board for approval in January.

Former McNamara and Peepe Mill Site. DTSC has not provided any new documents or summary reports since the September Board Meeting.

Water Resources Planning.

Water Rights Renewal. Staff met with SWRCB Division of Water Rights on November 14, 2025, to discuss the District's water rights. SWRCB recommended proceeding with a licensing exercise prior to the upcoming water rights renewal in 2029.

Petition for Change – Instream Flow Dedication. The State Water Resources Control Board (SWRCB) Division of Water Rights provided three accepted protests from NFMS, CDFW, and a private citizen to the District's petition for change for instream flow dedications (Attachment 2) on November 21, 2025. The State granted the District an extension to respond beyond the allowed 15-days until January 30, 2026. The District must be responsive to the allegations contained in the protests, indicating the intended line of defense and any possibilities for settlement. The Water Resources Planning Ad-Hoc Committee will meet on December 10, 2025 to discuss next steps and to provide a recommendation at the January Board meeting.

Capital Improvement Plan

Contract Status Report. Refer to Attachment 1, Contract Status Report, for a detailed summary of current contracts.

EcoGreen Solutions Team/Lincus. Statewide Water Infrastructure and System Efficiency (WISE) Customer Implementer Agreement (Attachment 3) executed with Lincus on November 17, to complete energy efficiency assessments and design including LED light replacement and Collector pump variable frequency drives (VFDs) with an estimated annual energy savings of \$218,000. VFD installation may also enable operators to better match varying demand patterns and decrease turbidity levels from the collectors.

Legislative Advocacy

The CSDA Legislative Days is scheduled for April 7-8, 2026. Registration is open <https://legislatedays.csdanet/home>

CSDA current bill positions are located here: [CSDA Current Bill Positions](#) The 2025 Year-End Legislative Report is located here: [CSDA 2025 Year-End Legislative Report](#)

Emergency Preparedness. The Humboldt County Local Hazard Mitigation Plan (LHMP) Cal-OES review was completed on November 10, 2025, and will send it forward to FEMA for their review. The Humboldt OES intends to submit the LHMP to the County Board of Supervisors for adoption on December 9, 2025. Once the County approves the LHMP, it will be brought before the Board for adoption, likely at the January Regular Meeting.

Professional Organizations. The CSDA Quarterly Meeting was held at the Eureka office on December 1.

Board Policy. Staff have kicked-off development of the Section 2000 Series – Administration and will schedule a Board Policy Ad-Hoc Committee meeting at the beginning of 2026. The Section 2000 Series includes Financial Management, Inventory and Property Management, Risk Management, and Communications & Technology policies.

GM Performance Appraisal. Staff attended CSDA webinar on December 2 titled “General Manager Evaluations: A Strategic Approach that Works”. Key points of the webinar included:

1. The foundation for good evaluations is good governance + proper Board and Manager roles.
2. Maintaining clear separation of roles improves both the Board’s and the Manager’s performance.
3. The Performance Evaluation should stimulate a meaningful discussion between the Board and Manager, and it should help the Manager serve the organization more effectively.
4. A 3rd party facilitator is recommended if there are challenges, lack of Board unity, strong differences, or dissatisfaction with the Manager.
5. There should be concrete bases for the Evaluation including performance to a work plan, strategic plan, goals and objectives, and personal goals for the year; executive competencies; and evaluation standards.
6. The Board must speak with one voice when presenting findings of the Evaluation and any performance goals.

Attachments

Attachment 1- SWRCB Petition for Change for Instream Flow Dedication Formal Protests

Attachment 2 – Contract Status Report

Attachment 3 – WISE Agreement



State Water Resources Control Board

November 21, 2025

In Reply Refer to:
MJM: A016454 et al.

VIA EMAIL

Humboldt Bay Municipal Water District
Attn: Michiko Mares, General Manager
gm@hbmwd.com

Dear Michiko Mares:

PROTEST OF CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE AGAINST PETITIONS FOR CHANGE AND INSTREAM FLOW DEDICATION FOR WATER RIGHT PERMITS 11714 AND 11715 (APPLICATIONS A016454 AND A017291) OF HUMBOLDT BAY MUNICIPAL WATER DISTRICT – MAD RIVER STREAM SYSTEM IN HUMBOLDT COUNTY

You have received this letter because you are the owner of two water right petitions on file with the State Water Resources Control Board's Division of Water Rights (Division). The purpose of this letter is to inform you that a protest filed against your petitions has been accepted and you are required to provide an answer to the protest.

The Division received a protest from the California Department of Fish and Wildlife against approval of your petitions. The protest is acceptable and you are required to provide an answer to the protest by January 30, 2026. (Wat. Code, § 1703.5; Cal. Code Regs., tit. 23, § 751.) The answer shall be responsive to the allegations contained in the protest, indicating the intended line of defense and any possibilities for settlement, and shall be served on the protestant with copy to the Division indicating the manner of service on the protestant.

You and the protestant are required to make a good faith effort to resolve the protest. Pursuant to Water Code section 1703.4, please provide an update regarding resolution of the protest within 180 days of the date of this letter. The update should include a summary of your efforts to resolve the protest in good faith and a schedule for continued protest negotiations if the protest remains unresolved.

Correspondence and questions regarding this matter should be directed to me at Matthew.McCarthy@waterboards.ca.gov or (916) 341-5310. Correspondence sent by mail should be addressed as follows: State Water Resources Control Board, Division of Water Rights, Attn: Matthew McCarthy, P.O. Box 2000, Sacramento, CA, 95812-2000.

E. JOAQUIN ESQUIVEL, CHAIR | ERIC OPPENHEIMER, EXECUTIVE DIRECTOR

Sincerely,

Matthew McCarthy
Senior Environmental Scientist
Coastal and Inland Watersheds Permitting Unit
Division of Water Rights

ec: California Department of Fish and Wildlife
Northern Region
Attn: Monty Larson
Monty.Larson@wildlife.ca.gov

California Department of Fish and Wildlife
Northern Region
Attn: Eureka Office
R1LSAEureka@wildlife.ca.gov

Humboldt Bay Municipal Water District
c/o Downey Branch
Attn: Meredith Nikkel
MNikkel@downeybrand.com

Humboldt Bay Municipal Water District
c/o Downey Branch
Attn: Jake Voorhees
JVoorhees@downeybrand.com

State Water Resources Control Board

November 21, 2025

In Reply Refer to:
MJM:A016454 et al.

VIA EMAIL

Humboldt Bay Municipal Water District
Attn: Michiko Mares, General Manager
gm@hbmwd.com

Dear Michiko Mares:

PROTEST OF NATIONAL MARINE FISHERIES SERVICE AGAINST PETITIONS FOR CHANGE AND INSTREAM FLOW DEDICATION FOR WATER RIGHT PERMITS 11714 AND 11715 (APPLICATIONS A016454 AND A017291) OF HUMBOLDT BAY MUNICIPAL WATER DISTRICT – MAD RIVER STREAM SYSTEM IN HUMBOLDT COUNTY

You have received this letter because you are the owner of two water right petitions on file with the State Water Resources Control Board's Division of Water Rights (Division). The purpose of this letter is to inform you that a protest filed against your petitions has been accepted and you are required to provide an answer to the protest.

The Division received a protest from the National Marine Fisheries Service against approval of your petitions. The protest is acceptable and you are required to provide an answer to the protest by January 30, 2026. (Wat. Code, § 1703.5; Cal. Code Regs., tit. 23, § 751.) The answer shall be responsive to the allegations contained in the protest, indicating the intended line of defense and any possibilities for settlement, and shall be served on the protestant with copy to the Division indicating the manner of service on the protestant.

You and the protestant are required to make a good faith effort to resolve the protest. Pursuant to Water Code section 1703.4, please provide an update regarding resolution of the protest within 180 days of the date of this letter. The update should include a summary of your efforts to resolve the protest in good faith and a schedule for continued protest negotiations if the protest remains unresolved.

Correspondence and questions regarding this matter should be directed to me at Matthew.McCarthy@waterboards.ca.gov or (916) 341-5310. Correspondence sent by mail should be addressed as follows: State Water Resources Control Board, Division of Water Rights, Attn: Matthew McCarthy, P.O. Box 2000, Sacramento, CA, 95812-2000.

E. JOAQUIN ESQUIVEL, CHAIR | ERIC OPPENHEIMER, EXECUTIVE DIRECTOR

Sincerely,

Matthew McCarthy
Senior Environmental Scientist
Coastal and Inland Watersheds Permitting Unit
Division of Water Rights

ec: National Marine Fisheries Service
West Coast Region
Attn: Justin Ly
Justin.Ly@noaa.gov

National Marine Fisheries Service
West Coast Region
Attn: Dan Free
Dan.Free@noaa.gov

Humboldt Bay Municipal Water District
c/o Downey Branch
Attn: Meredith Nikkel
MNikkel@downeybrand.com

Humboldt Bay Municipal Water District
c/o Downey Branch
Attn: Jake Voorhees
JVoorhees@downeybrand.com

State Water Resources Control Board

November 21, 2025

In Reply Refer to:
MJM:A016454 et al.

VIA EMAIL

Humboldt Bay Municipal Water District
Attn: Michiko Mares, General Manager
gm@hbmwd.com

Dear Michiko Mares:

PROTEST OF MARGARET TAUZER AGAINST PETITIONS FOR CHANGE AND
INSTREAM FLOW DEDICATION FOR WATER RIGHT PERMITS 11714 AND 11715
(APPLICATIONS A016454 AND A017291) OF HUMBOLDT BAY MUNICIPAL WATER
DISTRICT – MAD RIVER STREAM SYSTEM IN HUMBOLDT COUNTY

You have received this letter because you are the owner of two water right petitions on file with the State Water Resources Control Board's Division of Water Rights (Division). The purpose of this letter is to inform you that a protest filed against your petitions has been accepted and you are required to provide an answer to the protest.

The Division received a protest from Margaret Tauzer against approval of your petitions. The protest is acceptable and you are required to provide an answer to the protest by January 30, 2026. (Wat. Code, § 1703.5; Cal. Code Regs., tit. 23, § 751.) The answer shall be responsive to the allegations contained in the protest, indicating the intended line of defense and any possibilities for settlement, and shall be served on the protestant with copy to the Division indicating the manner of service on the protestant.

You and the protestant are required to make a good faith effort to resolve the protest. Pursuant to Water Code section 1703.4, please provide an update regarding resolution of the protest within 180 days of the date of this letter. The update should include a summary of your efforts to resolve the protest in good faith and a schedule for continued protest negotiations if the protest remains unresolved.

Correspondence and questions regarding this matter should be directed to me at Matthew.McCarthy@waterboards.ca.gov or (916) 341-5310. Correspondence sent by mail should be addressed as follows: State Water Resources Control Board, Division of Water Rights, Attn: Matthew McCarthy, P.O. Box 2000, Sacramento, CA, 95812-2000.

E. JOAQUIN ESQUIVEL, CHAIR | ERIC OPPENHEIMER, EXECUTIVE DIRECTOR

Sincerely,

Matthew McCarthy
Senior Environmental Scientist
Coastal and Inland Watersheds Permitting Unit
Division of Water Rights

ec: Margaret Tauzer
Magtauz@gmail.com

Humboldt Bay Municipal Water District
c/o Downey Branch
Attn: Meredith Nikkel
MNikkel@downeybrand.com

Humboldt Bay Municipal Water District
c/o Downey Branch
Attn: Jake Voorhees
JVoorhees@downeybrand.com

Active Large Contract Progress Report

Project Description	Progress / Status Update	Funding Source / Budget	Active Contracts and Financial Status ¹	Schedule Tracking
<p>Samoa Peninsula Waterline Right-of-Way Maintenance EIR and CDP</p> <p>Studies, EIR, and Permit applications for maintaining District infrastructure on the peninsula. Permit applications include: CDP, Section 404 (not required), 401, CESA, ESA</p> <p>Phase: EIR in progress</p>	<p>Tribal consultation is being initiated and a draft MOU is being prepared for review by the Wiyot Tribe.</p> <p>Draft EIR is being finalized with a focus on identification and analysis of project alternatives.</p>	<p>HBMWD FY 25/26 Budget (100%): \$40,295</p>	<p>Consulting (GHD)</p> <p>Original Contract Amount: \$337,050 Amendments to Date: \$108,725 Amendments Percent Increase/Decrease: 32% Current Contract Amount: \$445,775 Total Invoiced to Date: \$337,445 Percent Invoiced to Date: 76%</p>	<p>Contract Award Date: 1/20/2023 Amendment 2 Date: 6/10/2025 Current Contract Completion: 6/30/2026 EIR Estimated Completion: 2/28/2026 Permit App Estimated Submission: 2/28/2026 Mitigation Negotiations and Plan Est.: 4/30/2026 Percent Schedule Elapsed: 83%</p>
<p>Collector Mainline Redundancy DR4407-PJ0701</p> <p>The District's source water from the collectors comes together in one common pipeline that conveys water to the TRF via Pipeline Road. This project will analyze a redundant pipeline to the TRF via an alternate route. This project will also re-route the pipe that currently runs under the Essex Control Building.</p> <p>Phase: Phase One on hold (submitted SOW revision request)</p>	<p>Scope of work revision request sent to Cal OES in August 2023 to include additional geotechnical work to analyze fault and landslide along proposed new pipeline alignment. Response pending.</p> <p>Budget increase request sent to Cal OES in March 2025, response pending.</p> <p>Schedule extension request sent to Cal OES in September 2025, response pending.</p>	<p><u>HMGP Phase One Grant (Current)</u> Cal OES / FEMA (75% Current Share): \$339,255 HBMWD (25% Current Match): \$113,085 Total Current Project Budget: \$452,340</p> <p><u>HMGP Phase One Grant Total Request (Response Pending)</u> Cal OES / FEMA (75% Requested Share): \$1,040,085 HBMWD (25% Proposed Match): \$346,695 Total Requested Project Budget: \$1,386,780</p>	<p>Phase One Consulting (GEI)</p> <p>Original Contract Amount: \$422,103 Amendments to Date: \$0 Amendments Percent Increase/Decrease: 0% Current Contract Amount: \$422,103 Total Invoiced to Date: \$165,215 Percent Invoiced to Date: 39%</p> <p>Anticipated Contract Amount (if SOW revision approved): \$1,346,590</p>	<p>Contract Award Date: 3/9/2023 Original Contract Completion: 3/1/2024 Extended Calendar Days: 0 Current Contract Completion: 3/1/2024 Estimated Completion: On hold Percent Schedule Elapsed: On hold Grant SOW Completion: 7/7/2026 Grant Period of Performance: 12/4/2026</p>
<p>Matthews Dam Seismic Stability DR4569-PA0538</p> <p>Geotechnical and seismic studies to determine the response of Matthews Dam to the Cascadia seismic event and whether retrofits are required. Also includes 65% design and CEQA if retrofits are required.</p> <p>Phase: Studies being performed</p>	<p>Budget increase request sent to Cal OES in April 2025, response pending.</p> <p>Embankment – Waiting on comments on DPP from FERC, expected “soon”. Review meeting with DSOD went well, considering shifting to a two phase drilling plan to reduce uncertainty and associated risk. DSOD indicate support for the 2-phase approach, still need FERC input. Will need to consider spotted Owl nesting in any revised exploration plans.</p> <p>Spillway – Comments from DSOD on Spillway DPP received late November. Revised spillway DPP submitted to FERC and DSOD 12/2/25. Requested expedited approval to possibly conduct subsurface investigation week of 12/8.</p>	<p><u>HMGP Advance Assistance Grant (Current)</u> Cal OES / FEMA (75% Share): \$1,532,963 HBMWD (25% Match): \$510,988 Total Current Project Budget: \$2,043,950</p> <p><u>HMGP Adv. Assist. Grant Total Request (Response Pending)</u> Cal OES / FEMA (75% Requested Share): \$3,482,963 HBMWD (25% Proposed Match): \$1,252,362 Total Requested Project Budget: \$4,735,324</p>	<p>Consulting (GEI)</p> <p>Original Contract Amount: \$2,945,139 Amendments to Date: \$152,197 Amendments Percent Increase/Decrease: 5% Current Contract Amount: \$3,097,336 Total Invoiced to Date (pending): \$426,199 Percent Invoiced to Date: 14%</p> <p>Anticipated Contract Amount (if SOW revision approved): \$4,730,407</p>	<p>Contract Award Date: 5/29/2025 Original Contract Completion: 12/31/2027 Extended Calendar Days: 0 Current Contract Completion: 12/31/2027 Estimated Completion: 11/18/2027 Percent Schedule Elapsed: 20% Grant SOW Completion: 3/31/2026 Grant Period of Performance: 8/28/2026</p>
<p>Matthews Dam Part 12D Comprehensive Assessment FERC requirement to evaluate Matthews Dam's current integrity and long-term safety</p> <p>Phase: Studies being performed</p>	<p>Continued development of the hydrologic hazard and consequence assessments; development of the list of documentation requirements; coordination call w/ FERC</p>	<p>HBMWD FY 25/26 Budget (100%): \$504,865</p>	<p>Original Contract Amount: \$538,621 Amendments to Date: \$0 Amendments Percent Increase/Decrease: 0% Current Contract Amount: \$538,621 Total Invoiced to Date: \$71,218 Percent Invoiced to Date: 13%</p>	<p>Contract Award Date: 11/25/2024 Original Contract Completion: 1/31/2027 Extended Calendar Days: 0 Current Contract Completion: 1/31/2027 Estimated Completion: 1/31/2027 Percent Schedule Elapsed: 47%</p>

¹This report summarizes the statuses of current contracts and may not correlate with current financial statements.

Active Large Contract Progress Report

Project Description	Progress / Status Update	Funding Source / Budget	Active Contracts and Financial Status ¹	Schedule Tracking
<p>Turbidity Reduction Facility Generator DR4558-PJ0389</p> <p>The existing 100 kW generator at the TRF only powers the chemical pumps. The project includes installation of a new 750 kW generator to power backwash pumps and other critical components.</p> <p>Phase: Construction</p>	<p>Generator lead time leads to estimated completion date of March 2026.</p> <p>The project is still under construction with most of the site work complete. The current focus is on coordinating the programming associated with controlling the generators and transfer switches.</p> <p>The contractor has proposed a solution for controlling the generators and transfer switches as described in the technical specifications. They are currently working on preparing the associated submittals for PACE and the District to review.</p> <p>The contractor has indicated that they are going to work with a separate installer for the stairs and platform due to the submittal delays from the generator manufacturer. PACE is prepared to work with Wahlund to ensure these can be submitted and constructed without delaying the project.</p>	<p><u>HMGP Phase Two Grant (Current)</u> Cal OES / FEMA (75% Share): \$1,303,876 HBMWD (25% Match): \$434,625 Total Phase Two Project Budget: \$1,738,501</p> <p><u>HBMWD Match Budget</u> HBMWD (25% Match): \$434,625 Contingency: \$162,254 Total HBMWD Match Budget: \$596,879</p>	<p><u>Construction (Wahlund)</u> Original Contract Amount: \$1,193,600 Change Orders to Date: \$829 Change Order Percent Increase/Decrease: 0% Current Contract Amount: \$1,194,429 Total Invoiced to Date: \$535,995 Percent Invoiced to Date: 45%</p> <p><u>Engineering and Construction Management (PACE)</u> Original Contract Amount: \$432,000 Amendments to Date: \$0 Amendments Percent Increase/Decrease: 0% Current Contract Amount: \$432,000 Total Invoiced to Date: \$180,678 Percent Invoiced to Date: 42%</p> <p>Total Current Phase Two Contract Amount: \$1,626,429</p>	<p>Notice of Award: 3/14/2025 Notice to Proceed: 4/11/2025 Original Contract Calendar Days: 361 Original Contract Completion: 4/7/2026 Extended Calendar Days: 0 Current Contract Completion: 4/7/2026 Estimated Completion: 3/17/2026 Percent Schedule Elapsed: 65% Grant SOW Completion: 2/10/2027 Grant Period of Performance: 7/10/2027</p>
<p>Reservoirs Seismic Retrofit DR4344-PJ0040</p> <p>Seismic retrofit of the District's three tanks to meet current California Building Code seismic requirements.</p> <p>Phase: Construction</p>	<p><u>Samoa Construction</u> Nearly complete with some minor punch list items remaining. Tank is full and operational.</p> <p><u>Korblex Construction</u> Retrofits of both tanks are complete, and the tanks are full and operational. Seismic couplers have been installed. All that remains are backfill, grading, paving, and some other minor punch list items.</p>	<p><u>HMGP Phase Two Grant (Current)</u> Cal OES / FEMA (75% share up to \$4,058,768): \$4,058,768 HBMWD (25% Match + Remainder): \$3,529,741 Total Current Phase Two Project Budget: \$7,588,509</p> <p><u>HMGP Phase Two Grant Total Request (Response Pending)</u> Cal OES / FEMA (75% Requested Share): \$5,187,864 HBMWD (25% Match + Remainder): \$2,400,645 Total Requested Phase Two Project Budget: \$7,588,509</p> <p><u>HBMWD Match Budget</u> HBMWD Match Requirement: \$3,529,741 Contingency: \$ (1,017,037) Total HBMWD Match Budget: \$2,512,704</p>	<p><u>Samoa Construction (Paso Robles Tank)</u> Original Contract Amount: \$2,357,200 Change Orders to Date: \$24,187 Change Order Percent Increase/Decrease: 1% Current Contract Amount: \$2,381,387 Total Invoiced to Date: \$2,381,387 Percent Invoiced to Date: 100%</p> <p><u>Korblex Construction (Paso Robles Tank)</u> Original Contract Amount: \$3,992,008 Change Orders to Date: \$113,870 Change Order Percent Increase/Decrease: 3% Current Contract Amount: \$4,105,878 Total Invoiced to Date: \$4,024,888 Percent Invoiced to Date: 98%</p> <p><u>Construction Management (Albat)</u> Original Contract Amount: \$336,642 Amendments to Date: \$347,920 Amendments Percent Increase/Decrease: 103% Current Contract Amount: \$684,562 Total Invoiced to Date: \$684,562 Percent Invoiced to Date: 100%</p> <p><u>Design and Engineering Services during Construction (GHD)</u> Original Contract Amount: \$263,148 Amendments to Date: \$0 Amendments Percent Increase/Decrease: 0% Current Contract Amount: \$263,148 Total Invoiced to Date: \$255,975 Percent Invoiced to Date: 97%</p> <p>Total Current Phase Two Contract Amount: \$7,434,975</p>	<p><u>Samoa Construction</u> Notice of Award: July 2024 Notice to Proceed: 8/13/2024 Original Contract Calendar Days: 280 Original Contract Completion: 5/20/2025 Extended Calendar Days: 133 Current Contract Completion: 9/30/2025 Estimated Completion: 10/3/2025 Percent Schedule Elapsed: 115%</p> <p><u>Korblex Construction</u> Notice of Award: July 2024 Notice to Proceed: 8/13/2024 Original Contract Calendar Days: 310 Original Contract Completion: 6/19/2025 Extended Calendar Days: 144 Current Contract Completion: 11/10/2025 Estimated Completion: 10/31/2025 Percent Schedule Elapsed: 105%</p> <p><u>Grant Deadlines</u> Grant SOW Completion: 5/3/2026 Grant Period of Performance: 9/30/2026</p>

¹This report summarizes the statuses of current contracts and may not correlate with current financial statements.

November 5 H MWD Construction Photos



Figure 1 *Rubber expansion joint (seismic coupler) assembly*



Figure 2 MG K rflex tank inlet prior to expansion joint installation



Figure 3 MG K rblex tank inlet after expansion joint installation with protective shroud over one expansion joint

Active Ad-Hoc Committee Reports

NO ATTACHMENT FOR THIS ITEM

- The Headwaters Committee did not meet
 - The Policy Committee met 11/17
- The Ad-Hot Committee: Un-naming the Mad River did not meet

Directors Report

NO ATTACHMENT FOR THIS ITEM

ACWA-ACWA/JPIA

- 2025 Summary of Legislation
- 2025 Summary of Appellate Cases
- 2025 Legislative Highlights

RRDEC Link to Agenda

RCEA Link to Agenda