



(ACT) ACTION NEEDED
(INF) INFORMATION ONLY
(DIS) DISCRETIONARY

AGENDA

REGULAR MEETING OF THE CITY COUNCIL
NEEDLES PUBLIC UTILITY AUTHORITY
CITY OF NEEDLES, CALIFORNIA
CITY COUNCIL CHAMBERS
1111 BAILEY AVENUE, NEEDLES

TUESDAY, FEBRUARY 13, 2024
COUNCIL EXECUTIVE SESSION – 5:00 PM
CITY COUNCIL MEETING – 6:00 PM

THE PUBLIC MAY ATTEND VIA TEAMS AND MAY SUBMIT ANY COMMENTS IN WRITING PRIOR TO NOON ON THE DAY OF THE MEETING BY EMAILING djones@cityofneedles.com

TO JOIN THE LIVE TEAMS MEETING: log into the City of Needles website at www.cityofneedles.com to access the agenda and [Click here to join the meeting](#)

If asked, enter the following: Meeting ID: 326 395 290#
OR listen in and participate by calling Teams: 1-323-488-2227 - Meeting ID: 326 395 290#
The meetings are being recorded.

Council Member Campbell will be participating via Teams from 526 Desnok, Needles, CA 92363
Council Member Pogue will be participating via Teams from Hilton Homewood Suites, 5049 Corporate Woods Drive, Pensacola, FL 32504

CALL TO ORDER
ROLL CALL

RECESS THE CITY COUNCIL MEETING AND CONVENE A JOINT COUNCIL / NPUA MEETING

PUBLIC COMMENTS PERTAINING TO THE EXECUTIVE SESSION ITEMS

A three-minute time limit per person has been established.

RECESS TO EXECUTIVE SESSION

EXECUTIVE SESSION

- a. Public Employee Discipline/Dismissal/Release Pursuant to Government Code Section 54957.
- b. Conference with Legal Counsel Regarding Existing Litigation Pursuant to Government Code Section 54956.9(d)(1): City of Needles v. Minasian, et. al., SB County Case Number CIVSB2328931
- c. Conference with legal counsel regarding potential initiation of litigation pursuant to Government Code Section 54956.9(d)(4) (one potential case adverse to Otana Planet Green "OPG")
- d. NPUA/Council: Conference with legal counsel – anticipated litigation pursuant to Government Code Section 54956.9(d) 2, 3 and/or 4 (regarding potential litigation with Medical Investor Holdings LLC, NCA Management, 3247 AM LLC and 2103 D, LLC related to Cannabis taxes).

EXECUTIVE SESSION REPORT - by City Attorney

CALL TO ORDER
ROLL CALL
PLEDGE OF ALLEGIANCE

INVOCATION
APPROVAL OF AGENDA
CONFLICT OF INTEREST
CORRESPONDENCE
INTRODUCTIONS
CITY ATTORNEY – Parliamentary Procedures

As a courtesy to those in attendance, we would ask that cell phones be turned off or set in their silent mode. Thank you

PUBLIC APPEARANCE - Persons wishing to address the NPUA / City Council on subjects other than those scheduled are requested to do so at this time. When called by the Mayor, please announce your name and address for the record. In order to conduct a timely meeting, a three-minute time limit per person has been established by Municipal Code Section 2-18. Amendments to the California Government Code Section 54950 prohibits the City Council from taking action on a specific item until it appears on the agenda.

PRESENTATION

(A ten-minute time limit per presentation has been established per Municipal Code Section 2-18.)

1. Update on the Chamber of Commerce / Visitor Center (INF)

PUBLIC COMMENTS PERTAINING TO THE NPUA/COUNCIL ITEMS

A three-minute time limit per person has been established.

NPUA / COUNCIL CONSENT CALENDAR

All matters listed on the Consent Calendar are considered to be routine and will be enacted by one motion in the form listed. The Mayor or any member of the NPUA / City Council may pull an item from the Consent Calendar for discussion. Prior to NPUA / Council action, a member of the public may address the NPUA / City Council on matters scheduled on the Consent Calendar. A three-minute time limit per person applies. **RECOMMENDED ACTION:** Approve Items 2 through 6 on the Consent Calendar by affirmative roll call vote (ACT)

2. Waive the reading and adopt Resolution 2024-8 authorizing an increase in the purchase/set-up fee for electrical onsite materials from \$50,000 to \$90,000
3. Authorize the City Manager to execute the agreement dated August 10, 2020 with 3Degrees Group, Inc. through March 15, 2032 for the purchase of Renewable Energy Certificates "RECs"
4. Approval of New Exhibit to 2007 Lower Colorado Basin ICS Forbearance Agreement
5. Waive the reading and adopt Resolution No. 2024- 9 Certifying the Sewer System Management Plan dated January 2024
6. Accept Atlas Planning Solutions Proposal to Provide Consultant Professional Services for the Local Hazard Mitigation Plan Update for \$60,80 plus 10% contingency for a total not to exceed amount of \$66,198 and authorized staff to execute a Consultant Professional Services Agreement with Atlas Planning Solutions.

END OF NPUA CONSENT CALENDAR

ADJOURN THE JOINT NPUA/COUNCIL MEETING AND RECONVENE THE COUNCIL MEETING (Roll Call Previously Taken)

PUBLIC COMMENTS PERTAINING TO THE COUNCIL ITEMS

A three-minute time limit per person has been established.

COUNCIL CONSENT CALENDAR All matters listed on the Consent Calendar are considered to be routine and will be enacted by one motion in the form listed. The Mayor or any member of the City

Council may pull an item from the Consent Calendar for discussion. Prior to Council action, a member of the public may address the City Council on matters scheduled on the Consent Calendar. A three-minute time limit per person applies. **RECOMMENDED ACTION:** Approve Items 7 through 10 on the Consent Calendar by affirmative roll call vote. (ACT)

- [7.](#) Approve the Warrants Register through February 13, 2024
- [8.](#) Approve the Regular Minutes of January 23, 2024 and the Special Meeting Minutes of January 30, 2024
- [9.](#) Accept Change Order #3 to the Public Works Agreement with Cora Constructors, Inc. for the Lily Hill Water Booster Pump Station project resulting in an increase to the contract in the amount of \$64,658.91 for a new total contract amount of \$2,183,953.66; and authorize staff to execute said Change Order.
10. Hearing on Appeal of City's Notice of Revocation of Cannabis Business License/Permit for the following Cannabis Businesses:
3247 Needles Highway, Suite E, Needles, CA (2103 D, LLC);
3247 Needles Highway, Suite A, Needles CA (3247 AM, LLC)
3241 Needles Highway, Needles, CA (NCA Management Co., LLC)
3253 Needles Highway, Needles CA (Medical Investor Holdings, LLC)
HEARING CONTINUED UNTIL March 12, 2024.

END OF COUNCIL CONSENT CALENDAR

REGULAR COUNCIL ITEMS

- [11.](#) Award the 2024 Edible Food Recovery Grant (ACT)
- [12.](#) Waive the reading and adopt Resolution 2024-10 Naming the New Walking Trail at Jack to the Marilyn Hohstadt Mathews Trail (ACT)
- [13.](#) Authorize those interested to attend the League of California Cities (LCC) City Leaders Summit in Sacramento April 17-19, 2024. (ACT)
- [14.](#) Authorize those interested to attend the 2024 City / County Conference on May 16-17, 2024 in Lake Arrowhead (ACT)
- [15.](#) Authorize those interested to attend the ICSC Event at the Las Vegas Convention Center on May 19-21, 2024 (ACT)
- [16.](#) Authorize those interested to attend the Inland Empire Tourism Regional Summit in Riverside at the Marriott Riverside Convention Center, 3400 Market Street on Thursday, April 18 from 9am-5:30pm. (ACT)
- [17.](#) Consider cancelling the second regular City Council / NPUA / HACN meetings in June, July, and August 2024 (ACT)
- [18.](#) Authorize repairs to the Needles Aquatic Center not to exceed \$5,933 to be funded by General Fund Reserves (ACT)

CITY ATTORNEY REPORT

CITY MANAGER REPORT

- [19.](#) MANAGERS REPORT

COUNCIL REQUESTS

Councilmember Campbell
Councilmember McCorkle
Vice Mayor Merritt
Council Member Pogue
Councilmember Belt

Councilmember Longbrake
Mayor Jernigan

ADJOURNMENT

**INTERNET ACCESS TO CITY COUNCIL AGENDAS AND STAFF REPORT MATERIAL IS
AVAILABLE PRIOR TO CITY COUNCIL MEETINGS AT: [HTTP://WWW.CITYOFNEEDLES.COM](http://www.cityofneedles.com)**

Posted: February 9, 2024

SB 343-DOCUMENTS RELATED TO OPEN SESSION AGENDAS -- Any public record, relating to an open session agenda item, that is distributed within 72 hours prior to the meeting is available for public inspection at the City Clerk's Office, 817 Third Street, Needles, CA 92363.

In compliance with the American with Disabilities Act, if you need special assistance to participate in this meeting, please contact the City Clerk's Office at (760) 326-2113 ext 145. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting (28 CFR 35.102-104 ADA Title II).

I hereby certify, under penalty of perjury under the laws of the State of California that the foregoing Agenda was posted at the front entrance of City Hall not less than 72 hours prior to the meeting.

Dated this 9th day of February 2024

/s/ Dale Jones, CMC, City Clerk



CITY OF NEEDLES, CALIFORNIA STAFF REPORT

MEETING TYPE: Regular

MEETING DATE: February 13, 2024

TITLE: Adopt Resolution 2024-8 authorizing an increase in the purchase/set-up fee for electrical onsite materials from \$50,000 to \$90,000

BACKGROUND: Each megawatt of electricity requires one 1,000 KVA transformer with a suite of hardware components. The cost for each transformer was last adopted in 2018, and established a fee of \$50,000 per transformer.

Over the last few years prices for electrical components have increased significantly. The attached "Exhibit A" represents the current market prices for the purchase and installation of each 1,000 KVA transformer. The Board of Public Utilities adopted Resolution 2-6-24 increase the fee from \$50,000 to \$90,000.

Board of Public Utilities approved the recommended action on February 6, 2024.

FISCAL IMPACT: Increase in expenditures to be covered by associated onsite materials fee.

**ENVIRONMENTAL
IMPACT:** None

**RECOMMENDED
ACTION:** Adopt Resolution 2024-8 authorizing an increase in the purchase/set-up fee for electrical onsite materials from \$50,000 to \$90,000

SUBMITTED BY: Rainie Torrance, Utility Manager

City Manager Approval: Patrick J. Martinez Date: 2/6/2024

Other Department Approval (when required): Barbara DiLeo Date: 02/07/24

RESOLUTION NO. 2024-8

A RESOLUTION OF THE CITY COUNCIL OF
OF THE CITY OF NEEDLES, CALIFORNIA, RESCINDING RESOLUTION NO. 2021-14
AND ADOPTING RESOLUTION 2024-8 AUTHORIZING AN INCREASE IN THE PURCHASE SET-
UP PRICE OF ELECTRICAL ONSITE MATERIALS

WHEREAS, the new business ventures related to cannabis cultivation require 1 MW of electric per 20,000 sq ft canopy, and one 1,000 transformer set-up per 1 MW of power; and

WHEREAS, the cost of transformer setup, described in Exhibit "A" attached, has risen from \$50,000 to \$90,000; and

WHEREAS, the increase of costs is being driven by inflation of the cost of materials.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Needles, California, hereby approves a 'not-to-exceed' amount of \$90,000 for the cost of a 1,000 KVA transformer set-up.

PASSED, APPROVED, AND ADOPTED at a regular meeting of the City Council of the City of Needles, California, held on the 13th day of February 2024, by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Mayor

(SEAL)

ATTEST: _____
City Clerk

APPROVED AS TO FORM:

City Attorney

EXHIBIT "A"

INCREASE IN EXPENSE ASSOCIATED WITH ELECTRICAL ONSITE MATERIALS

		<i>Current</i>
transformer	20,000	45,000
transformer pad	5,000	5,000
conduit/conductor/other items	25,000	40,000
U-guard		
Riser boot		
x3 Primary cable 1/0		
x3 Primary cable 4/0		
Secondary Cable 1/0		
Secondary Cable 4/0		
Alumaform bracket		
wood crossarm		
Elbow arresters		
OH arresters		
600A disconnect		
Cutouts		
Hot taps		
C.T.'s		
Meter Socket		
PME9 Enclosure		
installation		
Total Expense	\$ 50,000	\$ 90,000

note (1): Additional costs associated with inflation of costs of materials, changes in configurations from proposed plans to actual installation, as well a relocation of hardware requiring longer distance pulls, adding unforeseen costs to each project

note (2): some supplies may be purchased in bulk



CITY OF NEEDLES, CALIFORNIA STAFF REPORT

MEETING TYPE: Regular

MEETING DATE: February 13, 2024

TITLE: Authorize the City Manager to execute the agreement dated August 10, 2020 with 3Degrees Group, Inc. through March 15, 2032 for the purchase of Renewable Energy Certificates "RECs"

BACKGROUND: The Needles Public Utility Authority is required to meet the California Energy Commission's renewable portfolio standard (RPS), i.e. to include renewable energy as a portion of its energy supply portfolio. For POUs, the Energy Commission determines the Portfolio Content Category classification of procurement claims, calculates procurement requirements, and determines RPS compliance. Adopted regulations set the procurement quantity requirement targets are

	Compliance Period 3				Compliance Period 4				Compliance Period 5			Compliance Period 6		
Year	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030
% of Retail Sales	27.0%	29.0%	31.0%	33.0%	35.8%	38.5%	41.3%	44.0%	47.0%	49.2%	52.0%	54.6%	57.2%	60.0%

There are three primary categories of REC classification: • PCC 1 • PCC 2 • PCC 3. The City of Needles has a waiver to procure PCC 3 rec's which are lower than PCC 1. PCC 1's current market price is \$75/rec. However, PCC 3 rec's have increased significantly over the past several years due to the unbundle rec's are being consumed by long-term PPA's in addition to other states (Washington, Oregon, Colorado, Idaho) increasing REC consumption.

Pursuant to D.17-06-026:

Beginning with the 2021-2024 compliance period, each retail seller must demonstrate that at least 65% of the RECs it counts towards its PQR in the compliance period are associated with long-term contracts.

Long-term contracts are characterized as:

- Contracts that are at least 10 years or more in duration;
- Contracts that are initially 10 years or more in duration, that may be extended for any period of time; and
- Contracts with an initial term of less than 10 years and the contract is amended by an extension of at least 10 continuous years of duration.

For compliance period 4 the NPUA RPS PCC3 requirement would be roughly a total of 133,797. The proposed 3Degrees contract will secure 150,000 recs for the current compliance period and cover future compliance periods.

Year	Retail Sales (MWh)	RPS Target	RPS Quantity
2021	79,161	35.75%	28,300
2022	80,950	38.50%	31,165
2023	84,997	41.25%	35,061
2024	89,247	44.00%	39,268

Staff contacted Amerex to seek a third-party offer for a 10-year offer. 3Degrees submitted a 10-year proposal of 50,000 recs for \$8.25/each.

Staff attempted to obtain additional offers from Shell, Chevron, and historical rec suppliers however, due to the contract length and limited quantity of recs requested there were no offers submitted. Current PCC 3 prices have increased to \$9.00/rec since this contract was negotiated and continue to increase. The requirements also require the contract agreement date to start in 2020 to cover compliance periods.

CEC regulations include non-compliance penalties. Current penalties amount to \$50 per renewable energy credit (REC) which is applied to the REC shortfall in a retail seller's RPS procurement obligation.

The Board of Public Utilities approved the recommended action on February 6, 2024.

FISCAL IMPACT: FY 24 adopted electric budget will be charged \$875,000 which includes the one-time Amerex broker fee of \$50,000 and 3Degrees PCC 3 recs \$825,000. The funds for the FY 24 expenditures budget will come from excess in the power purchase account.

Thereafter, annual adopted electric budgets through FY 2032 will be charged \$412,500 for RPS rec's allowances for CEC compliance.

ENVIRONMENTAL IMPACT: The reduction in carbon dioxide and other harmful emissions helps mitigate the adverse effects of greenhouse gases on the environment and public health.

RECOMMENDED ACTION: Authorize the City Manager to execute the agreement dated August 10, 2020 with 3Degrees Group, Inc. through March 15, 2032 for the purchase of Renewable Energy Certificates "RECs"

SUBMITTED BY: Rainie Torrance, Utility Manager

City Manager Approval: Patrick J Martinez Date: 2/6/2024
 Other Department Approval (when required): Barbara DiDeo Date: 02/07/24

Confirmation Letter #2

This Confirmation Letter describes a transaction between Buyer and Seller for the sale, purchase and Delivery of Renewable Energy Certificates (“**RECs**”) pursuant to and in accordance with the terms of the Renewable Energy Certificate Purchase and Sale Agreement between the Parties dated August 10, 2020 (the “**Agreement**”) and constitutes part of and is subject to the terms and provisions of the Agreement. Provided, that, to the extent there is a conflict between a provision of the Agreement and this Confirmation Letter, the terms of this Confirmation Letter shall control for the purposes of this transaction.

Initially capitalized terms used and not otherwise defined herein are defined in the Agreement.

Basic Commercial Terms:

Trade Date:	September 21, 2023
Transaction Reference:	31870
Seller:	3Degrees Group, Inc.
Buyer:	City of Needles
Facility:	Seller's choice
Eligible Renewable Resource Type:	Seller's choice
Geography:	Seller's choice
Minimum Online Date:	On or after January 1, 2005
Period Type [Generation, Reporting]:	Generation
Time Period:	1) January 01, 2022 - December 31, 2022 2) January 01, 2023 - December 31, 2023 3) January 01, 2024 - December 31, 2024 4) January 01, 2025 - December 31, 2025 5) January 01, 2026 - December 31, 2026 6) January 01, 2027 - December 31, 2027 7) January 01, 2028 - December 31, 2028 8) January 01, 2029 - December 31, 2029 9) January 01, 2030 - December 31, 2030 10) January 01, 2031 - December 31, 2031
Product Quantity (REC):	1) 50,000 2) 50,000 3) 50,000 4) 50,000 5) 50,000 6) 50,000 7) 50,000 8) 50,000 9) 50,000 10) 50,000 2) Any additional annual compliance RSP REC's will be provided by 3Degrees Group, LLC.
Contract Price (\$/REC):	8.25 USD

Product Specific Terms:

Applicable Standard(s):	California Pub. Util. Code Sec 399.11 et seq.
Environmental Attributes retained by Seller, if any:	None
Media Rights Conferred [yes, no]	No

Long Term Procurement Requirement	<p>The Parties agree that this Confirmation is intended to comply with the requirements of California Code of Regulations, Title 20, Division 2, Chapter 13, Section 3204(d)(2)(C):</p> <ol style="list-style-type: none"> 1. As specified under “Time Period” above, and “Delivery Date” below, this Confirmation provides a nonzero quantity of RECs from eligible renewable resources for a duration of at least 10 continuous years. 2. As specified under “Product Quantity (REC)” above, the quantity contracted for is the same in each year. 3. Buyer may not unilaterally terminate the Agreement without incurring a penalty prior to the completion of the Deliveries specified in this Confirmation except in the case of an Event of Default by Seller, as specified in Sections 2.1 and Articles 8 and 9 of the Agreement. 4. As specified under “Product Quantity (REC)” and “Contract Price (\$/REC),” this Confirmation includes express contract quantities and express pricing terms.
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Delivery Terms:

Delivery Date:	<ol style="list-style-type: none"> 1) On or before October 10, 2023 2) On or before March 15, 2024 3) On or before March 15, 2025 4) On or before March 15, 2026 5) On or before March 15, 2027 6) On or before March 15, 2028 7) On or before March 15, 2029 8) On or before March 15, 2030 9) On or before March 15, 2031 10) On or before March 15, 2032
Delivery Obligation [Firm, Unit Contingent, Project Contingent]:	Firm
Applicable Tracking System:	WREGIS
Buyer Tracking Account Name:	
Attestation Form:	None - Tracking System only
Buyer Delivery Contact [Name, Email]:	Rainie Torrance, rtorrance@cityofneedles.com
Seller Delivery Contact [Name, Email]:	Trade Operations, Settlements@3Degrees.com

The Parties agree to the transaction set forth herein and each Party represents that the person signing this Confirmation Letter on its behalf is authorized to execute on behalf of the Party for whom they sign.

3Degrees Group, Inc.	City of Needles
Signature	Signature
Name	Name
Title	Title
Date	Date

RENEWABLE ENERGY CERTIFICATE PURCHASE AND SALE AGREEMENT

THIS RENEWABLE ENERGY CERTIFICATE PURCHASE AND SALE AGREEMENT (“**Agreement**”) is made as of August 10, 2020 (the “**Effective Date**”) between 3Degrees Group, Inc. (“**3Degrees**”) with its principal place of business at 235 Montgomery Street, Suite 320, San Francisco, CA 94104 and City of Needles (“**Counterparty**”) with its principal place of business at, 817 Third St. Needles, CA 92363 (each a “**Party**” and collectively, the “**Parties**”).

WHEREAS, the Parties wish to buy and sell RECs (as hereinafter defined) on the terms set forth herein;

NOW THEREFORE, in consideration of their mutual covenants herein, the Parties agree as follows:

ARTICLE 1 DEFINITIONS

“**Applicable Standard**” means the state or federal RPS or other mandatory or voluntary standard(s) or set of rules specified in the Confirmation Letter, including any amended or successor versions as of the date of execution of the Confirmation Letter, as well as on the date of Delivery of RECs.

“**Applicable Tracking System**” means the Tracking System specified in the Confirmation Letter, and if no Tracking System is specified in the Confirmation Letter but tradable instruments associated with all or part of the RECs to be delivered are issued by a Tracking System, that Tracking System shall be the Applicable Tracking System for the quantity of RECs associated with those tradable instruments.

“**Attestation Form**” means documentation provided from Seller to Buyer transferring title to the RECs, specifying the Facility, Eligible Renewable Resource, REC quantity, Generation Period and other information with respect to the RECs sold herein as well as declarations made by Seller with respect to such RECs to be completed in accordance with and on the form required under the Applicable Standard or as otherwise specified in the Confirmation Letter.

“**Business Day**” means a day on which Federal Reserve member banks are open for business, beginning at 5:00 a.m. and ending at 5:00 p.m. Pacific Standard Time.

“**Buyer**” is the Party buying RECs.

“**Compliance Instruments**” means any benefits, attributes, instruments, tracking mechanisms, or rights associated with the generation of one (1) MWh of Energy from a source of renewable energy, as that is defined in a RPS, which may be created distinct from Environmental Attributes and transferred in the form of a certificate, credit, allowance or other indicia of ownership in accordance with and for the purposes of recording compliance with a RPS obligation.

“**Confirmation Letter**” means a Confirmation Letter included as Exhibit A, which is used by the Parties to effect a transaction and constitutes part of and is subject to the terms and provisions of this Agreement.

“**Contract Price**” means the amount payable by Buyer to Seller for each REC as agreed upon in the Confirmation Letter.

“**Costs**” means the present value of brokerage fees, commissions, and other similar third party transactions costs and expenses reasonably incurred by the Non-Defaulting Party in terminating or replacing any arrangement pursuant to which it has hedged its obligations relating to a Terminated Transaction; and any

charges, penalties, fines or fees imposed or assessed against the Non-Defaulting Party, or the entity to which the Non-Defaulting Party had resold the RECs, under the Applicable Standard on account of Delivery not occurring on the Delivery Date, as determined by the Non-Defaulting Party in a commercially reasonable manner.

“Delivery Date” means the date or period during which Delivery shall occur, as specified in the Confirmation Letter.

“Eligible Renewable Resources” mean sources of renewable energy that meet all requirements of the Applicable Standard.

“Energy” means three-phase, 60-cycle alternating current electric energy, expressed in megawatt hours (MWh).

“Environmental Attributes” means those aspects, claims, characteristics and benefits associated with the generation of a quantity of electricity by the Facility, and, in the absence of any withholding of any part thereof by Seller, all of them, including any and all the environmental, power source, and emission characteristics, credits, allowances, emissions reductions, offsets, and benefits, howsoever entitled, attributable to the generation of electricity from the Facility and its displacement of generation from non-renewable energy resources, and includes but is not limited to any avoided emission of pollutants to the air, soil or water such as carbon monoxide (CO) and other pollutants; any avoided emissions of carbon dioxide (CO₂), methane (CH₄), nitrous oxide, hydrofluorocarbons, perfluorocarbons, sulfur hexafluoride and other greenhouse gases (GHGs) that have been determined by the United Nations Intergovernmental Panel on Climate Change, or otherwise by law, to contribute to the actual or potential threat of altering the Earth’s climate by trapping heat in the atmosphere, but do not include (i) emission reduction credits encumbered or used by the Facility for compliance with local, state, or federal operating and/or air quality permits, unless those credits are required for the REC to comply with the Applicable Standard, (ii) production tax credits and investment tax credits associated with the Facility, (iii) any energy, capacity, reliability or other power attributes from the Facility, (iv) any liabilities, including adverse wildlife or environmental impacts, or (v) unless the Parties have expressly agreed otherwise, tradable emission allowances or other entitlements to produce emissions issued by a governmental authority and allocated to the Facility on a basis other than actual generation of avoided emissions associated with the generation of electricity by the Facility. If the Facility is a biomass or biogas facility and Seller receives any tradable Environmental Attributes based on the greenhouse gas reduction benefits or other emission offsets attributed to its fuel usage, it shall provide Buyer with sufficient Environmental Attributes to ensure that there are zero net emissions associated with the production of electricity from the Facility.

“Facility” or **“Facilities”** means, if specified, the resource(s) designated in a Confirmation Letter from which the Seller will Deliver the RECs, and if not specified in a Confirmation Letter, Facility means the specific resource from which the Seller Delivers the RECs; in either case, the Seller represents the Facility is an Eligible Renewable Resource.

“Federal Government” means the United States Federal Government and all of its authorized agencies and agents.

“Force Majeure” means an event or circumstance which materially adversely affects the ability of a Party (**“Claiming Party”**) to perform its obligations under this Agreement, which event or circumstance was not reasonably anticipated as of the Trade Date and which is not within the reasonable control of, or the result of the negligence of, the Claiming Party, and which the Claiming Party is unable to overcome or avoid or cause to be avoided by the exercise of reasonable care such as acts of God; fire; flood; earthquake; war; riots; or terrorism that affects one or both Parties. Force Majeure may not be based on (i) the loss or failure

of Buyer's markets; (ii) Buyer's inability economically to use or resell the RECs; (iii) Seller's ability to sell the RECs to another party on terms superior to Seller's terms herein; or (iv) Buyer's ability to purchase similar RECs from another party on terms superior to the Buyer's terms herein. With respect to a Party's obligation to make payments hereunder, Force Majeure will be only an event or act of a governmental authority that on any day disables the banking system through which a Party makes such payments.

"Gains" mean the present value of the economic benefit to a Party, if any (exclusive of Costs), resulting from the termination of a Terminated Transaction, determined in a commercially reasonable manner.

"Generation Period" means the calendar year, quarter, or other specified period of time in which the Energy associated with the RECs was generated.

"Interest Rate" is equal to Prime lending rate published under the heading "Money Rates" in the Wall Street Journal on the date of calculation.

"Losses" means the present value of the economic loss to a Party, if any (exclusive of Costs), resulting from a Terminated Transaction, determined in a commercially reasonable manner.

"MWh" means megawatt-hour.

"Renewable Energy Certificate" or **"RECs"** means the Environmental Attributes, Compliance Instruments, and Reporting Rights associated with the generation of one (1) MWh of Energy from one or more Facilities.

"Renewable Portfolio Standard" or **"RPS"** means a local, state, provincial or federal law, rule or regulation that requires a stated amount or minimum proportion or quantity of Energy that is sold or used by specified entities to be generated from sources of renewable energy as defined therein.

"Reporting Rights" means the right to report and register the exclusive ownership of the Environmental Attributes and any Compliance Instruments in compliance with federal, state, or local law, if applicable, and to a federal or state agency or any other party at the Buyer's discretion, and include without limitation those Reporting Rights accruing under Section 1605(b) of the Energy Policy Act of 1992 and any present or future federal, state, or local law, regulation or bill, and international or foreign emissions trading program.

"Reporting Period" means a year or other period of time specified by the Applicable Standard toward which eligible RECs may be applied or claimed.

"Seller" is the Party selling RECs.

"Seller's Choice" means Seller may Deliver RECs from any source, provided the RECs derived from said source meet all other requirements pursuant to the Applicable Standard and this Agreement.

"Settlement Amount" means the Losses or Gains, and Costs, which the Non-Defaulting Party incurs as a result of the liquidation of a Terminated Transaction pursuant to Article 9.2.

"Time Period" means the Generation Period or Reporting Period specified in the Confirmation Letter.

"Tracking System" means the generation information system, generation attribute tracking system or other system that records renewable energy generation meeting certain requirements of the tracking system and issues tradable instruments associated with that generation.

“Trade Date” means the date of the Confirmation Letter.

ARTICLE 2 TRANSACTION

2.1. Term.

The term (“**Term**”) of this Agreement commences on the Effective Date and continues until terminated by either Party upon thirty (30) days’ written notice, except that any such termination is not effective until all payments, Deliveries and other obligations of the Parties under this Agreement have been completed.

2.2. Sale and Purchase Obligation.

Seller agrees to provide and Buyer agrees to purchase RECs according to the terms of this Agreement and any Confirmation Letters now or hereafter entered into between the Parties.

2.3. Quantity and Price.

Seller shall sell and Buyer shall purchase RECs in the quantities and at the Contract Prices specified in Confirmation Letters now or hereafter entered into between the Parties.

2.4. Disclosure.

In order to promote the sale of RECs to its customers or potential customers, Buyer is expressly authorized to disclose to third parties Seller’s name, REC details as provided in Attestation Form or by the Applicable Tracking System, and the Attestation Form itself, if provided. Any disclosure will exclude such confidential details as price and payment terms. Confirmation Letters under this Agreement may optionally provide that they are subject to Exhibit B, the 3Degrees Media Rights Annex by stating they confer media rights. Buyer is further authorized to, at Buyer's own expense and with Seller’s reasonable cooperation, monitor, measure, verify, calculate, disclose and claim for the benefit of Buyer any matter respecting the RECs or any aspects thereof pursuant to any present or future protocol, standard, or guidance.

2.5. Delivery.

On the Delivery Date specified in the Confirmation Letter, Seller shall (i) deliver RECs to Buyer in accordance with the delivery requirements of the Applicable Standard, and (ii) in accordance with the operating rules of the Applicable Tracking System, if there is an Applicable Tracking System, and (iii) including an Attestation Form, if one is specified in the Confirmation Letter (“**Deliver**” or “**Delivery**”). Each Party shall bear its own expenses associated with Delivery. Delivery shall consist of only whole RECs. If, at any time after the Delivery Date, Compliance Instruments, which are part of the RECs transacted under a Confirmation Letter, are created and issued to Seller, Seller shall transfer those Compliance Instruments to Buyer within ten (10) Business Days of the date of issuance of such Compliance Instruments.

2.5.1 Firm Delivery Obligation.

If the Confirmation Letter provides that the RECs Delivery obligation is a “**Firm**” obligation, the Seller shall Deliver the RECs on the Delivery Date, without excuse other than Force Majeure. Unless otherwise specified in a Confirmation Letter, the default Delivery obligation thereunder shall be Firm.

2.5.2 Unit Contingent Delivery Obligation.

If the Confirmation Letter provides that the Seller's Delivery obligation is "**Unit Contingent**", then the actual Quantity Delivered from Seller to Buyer may vary from the quantity specified in the Confirmation Letter due to the performance of the Facility.

2.5.3 Project Contingent Delivery Obligation.

If the Confirmation Letter provides that the RECs Delivery obligation is "**Project Contingent**", then Seller's obligation to Deliver the RECs is excused to the extent that the Facility is not able to generate the Environmental Attributes in the Time Period specified in the Confirmation Letter, due to a delay or failure in constructing or obtaining necessary approvals to construct or modify and operate the new or modified Facility, or due to other reason(s) as specified in the Confirmation Letter.

2.6 Confirmation.

Unless otherwise agreed in writing, Seller will send Buyer a Confirmation Letter, which may be in substantially the form attached hereto as Exhibit A, as modified to support the specific RECs. Upon receipt of such Confirmation Letter, the other Party shall promptly return a written acceptance thereof, which may be a signed copy of the Confirmation Letter.

ARTICLE 3 REPRESENTATIONS

3.1. Authority.

Each Party represents and warrants to the other Party that (i) it is a legal entity, duly formed and validly existing and in good standing under the laws of the state of its formation, (ii) it has the full power and authority to execute, deliver, and perform this Agreement and to carry out the transactions contemplated hereby; (iii) its execution and delivery hereof and performance of the transactions contemplated hereunder have been duly authorized by all requisite entity action, and this Agreement has been duly executed and delivered by it and constitutes its legal, valid, and binding obligation, enforceable against it in accordance with its terms, except to the extent that enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws generally affecting creditors' rights and by equitable principles; (iv) no authorization, consent, notice to or registration or filing with any governmental authority is required for the execution, delivery and performance by it hereof; (v) none of the execution, delivery and performance by it hereof conflicts with or will result in a breach or violation of any law, contract or instrument to which it is bound; (vi) there are no proceedings by or before any governmental authority, now pending or (to the knowledge of such Party) threatened, that if adversely determined could have a material adverse effect on such Party's ability to perform the Party's obligations under this Agreement; (vii) no Event of Default with respect to it has occurred and is continuing and no such event or circumstance would occur as a result of its entering into or performing its obligations under this Agreement; and (viii) it is acting for its own account, has made its own independent decision to enter into this Agreement and as to whether this Agreement is appropriate or proper for it based upon its own judgment, is not relying upon the advice or recommendations of the other Party in so doing, and is capable of assessing the merits of and understanding, and understands and accepts, the terms, conditions and risks of this Agreement.

3.2. Forward Contract Merchant.

Each Party represents that it is a "forward contract merchant" within the meaning of Section 101(26) of the Bankruptcy Code, and this Agreement and all transactions hereunder constitute "forward contracts" within the meaning of Section 101(25) of the Bankruptcy Code and that the remedies identified in this Agreement

shall be “contractual rights” as provided for in 11 U.S.C. § 556, as these provisions may be amended from time to time.

3.3. Seller Representations and Warranties.

Seller agrees, represents, and warrants to Buyer that:

- a) All RECs Delivered hereunder shall meet the requirements of the Applicable Standard.
- b) Seller has not sold the RECs to any other person or entity, and that at the time of Delivery all rights, title, and interest in the RECs are free and clear of all liens, taxes, claims, security interests, or other encumbrances of any kind whatsoever.
- c) The Energy generated with the RECs was not and will not be separately sold, marketed, or otherwise represented as renewable energy, clean energy, zero-emission energy, or in any similar manner by Seller or any of Seller’s affiliates.
- d) The RECs Delivered hereunder will vest in Buyer, and Buyer will (i) have the exclusive rights to make all claims as to the RECs (ii) have the right to report and register, as applicable, the exclusive ownership of the RECs with any registry, system, agency, authority, or other party, either voluntarily or in compliance with any present or future domestic, international, or foreign law, regulation, registry or program.

**ARTICLE 4
BILLING AND PAYMENT**

4.1. Billing and Payment Terms.

Buyer shall pay the Contract Price as applicable within fifteen (15) calendar days of the later of (i) the date Buyer receives written, facsimile or electronic notice from Seller to Buyer that RECs have been Delivered, and (ii) the date Buyer receives an invoice from Seller reflecting the total amount due to Seller for the Delivered RECs (“**Payment Date**”). Buyer is not obligated to pay for any RECs that have not been Delivered.

4.2. Late Payments.

Without limiting any other rights provided for herein, all overdue payments shall bear interest from the Payment Date to the date of actual payment at a rate equal to the lesser of (i) 2 percent over the Interest Rate or (ii) the maximum rate permitted by applicable law.

4.3. Disputes.

To the extent a Party, in good faith, disputes any part of an invoice, such Party shall pay the undisputed amount invoiced by the Payment Date. If any amount withheld under dispute is finally determined to have been due, such withheld amount shall be forwarded to the Party to whom such amount is owed within five (5) Business Days of such determination, along with interest at the Interest Rate for overdue payments from, and including, the Payment Date, but excluding the date paid.

4.4. Taxes.

Each Party shall pay the taxes lawfully levied upon it by any governmental authority.

4.5. Invoice and Payment Instructions.

Payment shall be made by electronic funds transfer, or by other mutually agreed upon method, in immediately available funds, to the bank account name and account number as specified below, or as otherwise notified in writing to the party making payment by the party to whom payment is to be made.

Invoices to 3Degrees will be sent to:

3Degrees Group, Inc.
235 Montgomery Street, Suite 320
San Francisco, CA 94104
Attn: Accounts Payable
Phone: (415) 794-6485
Email: settlements@3degrees.com

Payments to 3Degrees will be sent to:

3Degrees Group, Inc.
235 Montgomery Street, Suite 320
San Francisco, CA 94104
Attn: Accounts Receivable
Phone: (415) 794-6485
Email: accounting@3degrees.com

Wiring instructions:

Beneficiary Bank Name:
California Bank of Commerce
3595 Mt. Diablo Blvd 2nd Floor
Lafayette, CA 94549

Routing/ABA: 121 144 696

Beneficiary:
3Degrees Group, Inc.
Account # 1043868

Invoices to City of Needles will be sent to:

City of Needles
817 Third St Needles, CA 92363
Attn: Rainie Torrance
Phone: (760)326-5700 X140
Fax: (760)326-5008
Email : rtorrance@cityofneedles.com

Payments to City of Needles will be sent to:

City of Needles
817 Third St Needles, CA 92363
Attn: Rainie Torrance
Phone: (760)326-5700 X140
Fax: (760)326-5008

Wiring instructions:

Bank Name: Wells Fargo Bank 1601 McCulloch Blvd. N Lake Havasu City, AZ 86403
ABA: 121000248
Account: 5585961955

ARTICLE 5 NOTICES

All notices, requests, demands, offers, and other communications required or permitted to be made under this Agreement will be in writing and will be effective only if delivered: (a) in person, (b) by a nationally recognized delivery service, (c) by United States Mail, or (d) by electronic mail, upon confirmation of receipt. Either Party may change its address or contact person(s) for notices by giving notice of such change consistent with this Article.

If to Counterparty:

City of Needles
817 Third St Needles, CA 92363
Attn: Rainie Torrance
Phone: (760)326-5700 X140
Fax: (760)326-5008
Email : rtorrance@cityofneedles.com

If to 3Degrees:

3Degrees Group, Inc.
235 Montgomery Street, Suite 320
San Francisco, CA 94104
Attn: Contracts Manager
Phone: (415) 308-5214
Email: settlements@3degrees.com

ARTICLE 6 GOVERNING LAW AND DISPUTE RESOLUTION

This Agreement is governed by and construed in accordance with the laws of the State of New York without regard to its conflict of laws principles. EACH PARTY KNOWINGLY, VOLUNTARILY, INTENTIONALLY AND IRREVOCABLY WAIVES THE RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT AND ANY AGREEMENT OR CONFIRMATION LETTER EXECUTED OR CONTEMPLATED TO BE EXECUTED IN CONJUNCTION WITH THIS AGREEMENT, AS WELL AS ANY RIGHT TO CONSOLIDATE ANY ACTION IN CONNECTION WITH ANY MATTER ARISING HEREUNDER WITH ANY OTHER MATTER IN WHICH A JURY TRIAL HAS NOT OR CANNOT BE WAIVED.

ARTICLE 7 ATTORNEY'S FEES

In the event of any suit or other proceeding between any of the Parties hereto with respect to any of the transactions contemplated hereby or subject matter hereof, the prevailing Party shall be entitled to recover reasonable attorneys' fees, costs (including at the trial and appellate levels) and expenses of investigation.

ARTICLE 8 DEFAULTS

A Party is in default ("**Default**") hereunder if that Party (the "**Defaulting Party**") does any of the following (each an "**Event of Default**"):

- (a) breach any of its material obligations herein and not cure within five (5) Business Days of written notice of such breach;
- (b) if any representation or warranty made by it herein proves to have been misleading or false in any material respect when made and such Party does not cure the underlying facts so as to make such representation and warranty correct and not misleading within five (5) Business Days of written notice; or
- (c) if a Party:
 - (i) makes an assignment or any general arrangement for the benefit of its creditors,
 - (ii) files a petition or otherwise commences, authorizes or acquiesces in the commencement of a proceeding or cause under any bankruptcy or similar law for the protection of creditors, or has such a petition filed against it, or
 - (iii) otherwise becomes bankrupt or insolvent (however evidenced).

ARTICLE 9 REMEDIES UPON DEFAULT

9.1. **Liquidated Damages.**

Buyer and Seller agree the amounts that are determined to be due from one Party to the other pursuant to this Article in its entirety represents the liquidated damages of each, and no part hereof represents a penalty.

9.2. **Remedies.**

Upon an Event of Default by a Party, the other Party (the "**Non-Defaulting Party**") may do any or all of the following: (i) designate a day, no earlier than the day such notice is effective and no later than 20 days after such notice is effective, as an early termination date ("**Early Termination Date**") to accelerate all amounts owing between the Parties and to liquidate and terminate all or less than all Confirmation Letters (each referred to as a "**Terminated Transaction**") between the Parties, (ii) withhold any payments due in respect of this Agreement and any other agreements between the Parties to the extent of its damages pursuant to this Article 9, (iii) suspend performance, and (iv) exercise such remedies as provided herein, including an action for damages (except as limited by Article 9.5). The Non-Defaulting Party will calculate, in a commercially reasonable manner, a Settlement Amount for each such Terminated Transaction as of the Early Termination Date (or, to the extent that in the reasonable opinion of the Non-Defaulting Party certain of such Terminated Transactions are commercially impracticable to liquidate and terminate or may not be

liquidated or may not be liquidated and terminated under applicable law on the Early Termination Date, as soon thereafter as is reasonably practicable). Without being required to do any of the foregoing or set a Termination Payment (as defined below) for all transactions and Confirmation Letters, if either Party does not Deliver any RECs by the Delivery Date as set forth on a Confirmation Letter, the Buyer may treat that Confirmation Letter as being in Default and a Terminated Transaction, without terminating or cancelling any other Confirmation Letters hereunder, and calculate, as a Non-Defaulting party, the amount due from the Seller for such Terminated Transaction, and in such case Seller shall pay such amount within two days of notice from the Non-Defaulting Party.

9.3. Net Out of Settlement Amounts.

The Non-Defaulting Party will aggregate all Settlement Amounts into a single amount by netting out (a) all amounts that are due to the Defaulting Party for RECs that have been Delivered and not yet paid for, plus, at the option of the Non-Defaulting Party, any or all other amounts due to the Non-Defaulting Party under this Agreement against (b) all Settlement Amount that are due to the Non-Defaulting Party under this Agreement, so that all such amounts will be netted out to a single liquidated amount (the “**Termination Payment**”) payable by the Defaulting Party. The Termination Payment, if any, is due from the Defaulting Party to the Non-Defaulting Party within two (2) Business Days following notice.

9.4. Calculation Disputes.

If the Defaulting Party disputes the Non-Defaulting Party’s calculation of the Settlement Amount or Termination Payment, in whole or in part, the Defaulting Party will, within two (2) Business Days of receipt of the Non-Defaulting Party’s calculation, provide the Non-Defaulting Party a detailed written explanation of the basis for such dispute.

9.5. Limitation on Damages.

The Defaulting Party’s liability will be limited to direct, actual damages only, and such direct, actual damages will be the sole and exclusive remedy hereunder. Except with respect to payment of Costs, in no event will either Party be liable to the other under this Agreement for any consequential, incidental, punitive, exemplary, or indirect damages in tort, contract, or otherwise.

9.6. Exclusive Remedy.

THE REMEDIES SET FORTH IN THIS ARTICLE 9 ARE THE SOLE AND EXCLUSIVE REMEDIES IN THE EVENT OF A DEFAULT OF A PARTY’S OBLIGATIONS TO SELL OR PURCHASE RECS, AND A PARTY’S LIABILITY SHALL BE LIMITED AS SET FORTH IN THIS ARTICLE. ALL OTHER REMEDIES OR DAMAGES FOR FAILURE TO SELL OR PURCHASE RECS AT LAW ARE HEREBY WAIVED.

9.7. Force Majeure.

If either Party is rendered unable, wholly or in part, by Force Majeure to carry out its obligations with respect to this Agreement, then upon such Party’s giving notice and full particulars of such Force Majeure as soon as reasonably possible after the occurrence of the cause relied upon, such notice to be confirmed in writing to the other Party, the obligations of the Claiming Party will, to the extent they are affected by such Force Majeure, be suspended during the continuance of said inability, but for no longer period, and the Claiming Party will not be liable to the other Party for, or on account of, any loss, damage, injury or expense resulting from, or arising out of such event of Force Majeure. The Party receiving such notice of Force

Majeure will have until the end of five (5) Business Days following such receipt to notify the Claiming Party that it objects to or disputes the existence of an event of Force Majeure.

ARTICLE 10 STANDARD PROVISIONS

10.1. Additional Documents.

Each Party, upon the reasonable request of the other Party, will perform any further acts and execute and deliver such documents that may be necessary to carry out the intent and purpose hereof.

10.2. Assignment.

Neither Party shall assign this Agreement, in whole or in part, without the other's written consent, which will not be unreasonably withheld, conditioned or delayed; except that a Party may, without consent (i) pledge, encumber or assign this Agreement or the accounts, revenues or proceeds hereof in connection with any financing or other financial arrangements; (ii) assign this Agreement to an affiliate if the affiliate's creditworthiness is equal to or higher than that of the assigning Party; or (iii) assign this Agreement to any person or entity succeeding to all or substantially all of the assets of the assigning Party whose creditworthiness is equal to or higher than that of the assigning Party; provided, however, that in each such case, any such assignee shall agree in writing to be bound by the terms and conditions of this Agreement. Any assignment without the requisite prior consent is void ab initio. All of the rights, benefits, liabilities, and obligations of the Parties shall inure to the benefit of and be binding upon their respective successors and permitted assigns. By consenting to one assignment a Party will not be deemed to have consented to a subsequent assignment.

10.3. Audit and Inspection.

Seller shall maintain adequate records to assist Buyer in meeting any reporting or registration requirements associated with the RECs. Seller shall provide such records upon reasonable notice from Buyer. If any such examination reveals any inaccuracy in any statement, the Parties shall make the necessary adjustments promptly, and amounts discovered to be so due shall bear interest calculated at the Interest Rate from the date the overpayment or underpayment was made until paid.

10.4. Certification.

At Buyer's request and expense, Seller shall reasonably cooperate with Buyer for the purpose of pursuing Facility, and/or REC certification for compliance with any registration by the Buyer of the Facility and/or RECs in a RPS or equivalent program, including tracking system registration, other than the Applicable Standard, in any jurisdictions programs, and tracking system in which Buyer may wish to register the Facility and/or RECs. Seller shall provide copies of all information Seller has available or can reasonably obtain as Buyer requires for such registration.

10.5. Confidentiality.

The Parties are expressly authorized to disclose the existence of this Agreement, including the quantity and term of the sale of RECs and Seller's name, REC details as provided in the Attestation Form or by the Applicable Tracking System, and the Attestation Form (if provided). Unless otherwise provided, all other terms of this Agreement, including price and payment terms, are confidential and neither Party may disclose such confidential information to anyone, other than (i) as may be agreed to in writing by the Parties; (ii) to any of such Parties' directors, officers and employees and directors, officers and employees of affiliated

companies and representatives thereof or their advisors who need to know such information and agree to treat such information confidentially; (iii) to the extent required to be disclosed by applicable law or legal process; (iv) to the extent required to be disclosed under the Applicable Standard or other mandatory or voluntary standard; or (v) to any actual or potential lender or lenders providing financing to a Party or any of its affiliates, to any actual or potential investor in a Party or any of its affiliates or to any other potential acquirer of any direct or indirect ownership interest in Party or any of its affiliates or to any advisor providing professional advice to Party or any of its affiliates or to any such actual or potential lender, investor or acquirer who needs to know such information and agree to treat such information confidentially; or (vi) Load Serving Entity ("LSE") which agrees to treat such information confidentially and with whom a Party has an agreement to supply RECs for the LSE's voluntary green power program ("VGPP") and the confidential information is disclosed only upon LSE's request for the purposes of the LSE's evaluation of said VGPP. The Parties are entitled to all remedies available at law or in equity, including specific performance, to enforce this provision; however, neither Party will be liable for any damage suffered as a result of the use or disclosure of confidential information made in accordance with the express terms and conditions of this Agreement. This provision will survive for a period of five (5) years following the expiration of this Agreement.

10.6 Counterparts.

This Agreement may be executed by PDF or telefacsimile and in one or more counterparts, all of which taken together will constitute one and the same original instrument.

10.7 Entire Agreement.

This Agreement constitutes the entire agreement between the Parties concerning the subject matter hereof, and supersedes all previous communications, representations, or contracts, either written or oral, that purport to describe or embody the subject matter hereof. There are no oral understandings, terms, or conditions and neither Party has relied upon any representation, express or implied, not contained in this Agreement.

10.8 Exhibits.

The exhibits attached hereto are incorporated into this Agreement by reference. The exhibits may only be revised upon mutual agreement between the Parties unless otherwise specified in the exhibits. In the event of a conflict between this Agreement and the Confirmation Letter, the terms of the Confirmation Letter shall prevail.

10.9 No Third-Party Beneficiaries.

There are no intended third-party beneficiaries hereof, and this Agreement should not be construed to create or confer any right or interest in or to, or to grant any remedies to, any third party as a beneficiary of this Agreement or of any duty, obligation, or undertaking established herein.

10.10 Severability.

Any part hereof that is or becomes invalid, illegal, or unenforceable may be severed from the remainder hereof, and to the extent possible, the Parties will use reasonable efforts to replace any such part with provisions that preserve their original intent.

10.11 Survival Rights.

This Agreement will continue in effect after termination to the extent necessary to allow or require either Party to fulfill rights or obligations that arose under the Agreement.

10.12 Waiver, Amendment.

None of the terms or conditions of this Agreement may be amended or waived except in writing and signed by the Parties. The Parties agree that no waiver, amendment, or modification of this Agreement will be established by conduct, custom, or course of dealing. The failure of a Party to require performance of any provision of this Agreement will not limit such Party's right to seek such performance at a later time. Similarly, a Party's waiver of its rights with respect to any Default or any other matter arising in connection with this Agreement will not be considered a waiver with respect to any subsequent Default or matter.

10.13 Indemnification.

Each Party will indemnify, defend and hold harmless the other Party from and against any losses, costs, damages, demands, penalties, claims, or liabilities made by others arising from or out of any event, circumstance, act or incident arising out of the Parties' obligations under this Agreement, except to the extent arising from such Party's own gross negligence or willful misconduct.

10.14 Change in Law.

If any statutes, rules, regulations, permits or authorizations are enacted, amended, granted or revoked which have the effect of changing the transfer and sale procedure set forth in this Agreement so that the implementation of this Agreement becomes impossible or impracticable, or otherwise revokes or eliminates the Applicable Standard, the Parties hereto agree to negotiate in good faith to amend this Agreement to conform with such new statutes, regulations, or rules in order to maintain the original intent of the Parties under this Agreement.

10.15 Recording.

Each Party consents to the recording of its trading, marketing and scheduling representatives' telephone conversations without any further notice. In addition, the Parties agree not to contest the authority of either Party's employees to enter into this Agreement or the Confirmation Letters generated pursuant to this Agreement. Notwithstanding the foregoing, any agreement with respect to the transaction shall be in a writing signed by both Parties.

**ARTICLE 11
SIGNATURES**

Each Party represents that the person signing this Agreement on its behalf is authorized to enter into this Agreement on behalf of the Party for whom they sign.

IN WITNESS WHEREOF, the Parties understand and agree to the terms and conditions contained herein and agree to be bound thereby.



3Degrees Group, Inc.	City of Needles
Signature 	Signature 
Name: Darren Karopczyc	Name: Rick Daniels
Title: Director, Trade Operations	Title: City Manager
Date: August 10, 2020	Date: 8/10/2020

EXHIBIT A

Confirmation Letter #1

This Confirmation Letter describes a transaction between Buyer and Seller for the sale, purchase and Delivery of Renewable Energy Certificates (“**RECs**”) pursuant to and in accordance with the terms of the Renewable Energy Certificate Purchase and Sale Agreement between the Parties dated August 10, 2020 (the “**Agreement**”) and constitutes part of and is subject to the terms and provisions of the Agreement. Provided, that, to the extent there is a conflict between a provision of the Agreement and this Confirmation Letter, the terms of this Confirmation Letter shall control for the purposes of this transaction.

Initially capitalized terms used and not otherwise defined herein are defined in the Agreement.

Basic Commercial Terms:

Trade Date:	August 6, 2020
Transaction Reference:	15668
Seller:	3Degrees Group, Inc.
Buyer:	City of Needles
Facility:	Seller's choice
Eligible Renewable Resource Type:	Seller's choice
Geography:	Seller's choice
Period Type [Generation, Reporting]:	Generation
Time Period:	January 01, 2018 - December 31, 2020
Quantity (REC):	26,000
Contract Price (\$/REC):	\$3.90

Product Specific Terms:

Applicable Standard(s):	California Pub. Util. Code Sec 399.11 et seq.
Environmental Attributes retained by Seller, if any:	None
Media Rights Conferred [yes, no]	No

Delivery Terms:

Delivery Date:	On or before December 31, 2020
Delivery Obligation [Firm, Unit Contingent, Project Contingent]:	Firm
Applicable Tracking System:	WREGIS
Buyer Tracking Account Name:	
Attestation Form:	None - Tracking System only
Buyer Delivery Contact [Name, Email]:	Rainie Torrance, rtorrance@cityofneedles.com
Seller Delivery Contact [Name, Email]:	Trade Operations, Settlements@3Degrees.com

The Parties agree to the transaction set forth herein and each Party represents that the person signing this Confirmation Letter on its behalf is authorized to execute on behalf of the Party for whom they sign.

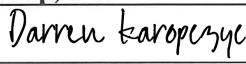

3Degrees Group, Inc.	City of Needles
Signature 	Signature 
Name Darren Karopczyc	Name: Rick Daniels
Title Director, Trade Operations	Title: City Manager
Date August 10, 2020	Date: 8/10/2020

EXHIBIT B

3DEGREES MEDIA RIGHTS ANNEX

This 3DEGREES MEDIA RIGHTS ANNEX is entered into by and between 3Degrees Group, Inc. (“**3Degrees**”) and City of Needles (“**Counterparty**” each a “**Party**” and together the “**Parties**”). In consideration of the continued agreement of the parties to purchase and sell Renewable Energy Certificates and otherwise transact pursuant to the terms of the Renewable Energy Certificate Purchase and Sale Agreement between the Parties dated August 10, 2020 (the “**Agreement**”), the Parties agree as follows:

In the course of business, organizations who purchase renewable energy certificates from 3Degrees utilize photographs of the associated renewable energy facilities for print, web, and other materials. In communicating their renewable energy purchase to their constituents, these organizations help increase the appeal of purchasing renewable energy while building the image and desirability of renewable power in general and Counterparty’s Facility in particular.

To this end, when a Confirmation Letter confers media rights or is subject to this Exhibit B, Counterparty agrees, upon request, to provide relevant, non-confidential information about the Facility and when available, photographs or other such media related to the Facility. If no such media exists for the Facility, Counterparty agrees to allow 3Degrees access to produce such media at 3Degrees’ expense. The information and media provided by Counterparty shall be used by 3Degrees to highlight the positive aspects of the Facility and, all such media may be used by 3Degrees, and shared with and used by 3Degrees’ customers or potential customers who are purchasing or considering purchasing Renewable Energy Certificates from Counterparty’s Facility.



CITY OF NEEDLES, CALIFORNIA STAFF REPORT

MEETING TYPE: Regular

MEETING DATE: February 13, 2024

TITLE: Approval of New Exhibit to 2007 Lower Colorado Basin ICS Forbearance Agreement

BACKGROUND: Since the mid 1900s, Needles has had a Surplus Contract with the US government that entitled the City to withdraw up to 10,000 acre feet of water from the Colorado River (via its groundwater pumps), whenever the flow of the Colorado River exceeded the needs of the entitled users (i.e. there was a Surplus). In the 1900s the City often used the Surplus contract to augment its water entitlements. However since the early 2000s, there has not been surplus water and it's unlikely there ever will again.

In the early 2000s, the US and the principal users of Colorado River water engaged in a series of negotiations for guidelines to address shortages of River water. Ultimately, various parties agreed to "forbear" and conserve certain portions of their entitled water so that there would be enough to go around when shortages occur. (Those agreements are currently being renegotiated to address the much larger shortages that are foreseeable in the future.)

One of the shortage agreements is the 2007 Lower Colorado Basin ICS Forbearance Agreement. In that agreement various parties agreed to enact a series of conservation measures to create "intentionally created surplus" (ICS) in which they would use less than their entitlements and be given credit for the amounts conserved. (Under the historic use-it-or-lose-it rule, conserved water would be lost). Those conservation measures are contained in a series of exhibits to the Forbearance Agreement. Needles was not called upon to enact conservation measures but did agree to "forebear" using its surplus contract to grab any of the surplus water created by the other parties.

In the enclosed letter dated December 6, 2023, the Wellton-Mohawk Irrigation and Drainage District is asking Needles, and other parties to the Forbearance Agreement, to allow the District to add a new exhibit to the Agreement in order for that the District get credit for the conservation measures it is taking.

Needles has historically supported efforts on conserve of Colorado River water. Approval of the exhibit will not compromise the City's water rights in any way.

Board of Public Utilities approved the recommended action on February 6, 2024.

none

FISCAL IMPACT:

none

**ENVIRONMENTAL
IMPACT:**

**RECOMMENDED
ACTION:** Approval of New Exhibit to 2007 Lower Colorado Basin ICS Forbearance Agreement

Rainie Torrance, Utility Manager

SUBMITTED BY:

City Manager Approval: Patrick J. Martinez Date: 2/2/2024
Other Department Approval (when required): _____ Date: _____

WELLTON-MOHAWK IRRIGATION AND DRAINAGE DISTRICT

30570 WELLTON-MOHAWK DRIVE | WELLTON, AZ 85356

(928) 785-3351 | FAX: (928) 785-3389

December 6, 2023

Janet Jernigan
Mayor, City of Needles, California
817 3rd Street
Needles, CA 92363

Via Email: jjernigan@cityofneedles.com
pmartinez@cityofneedles.com
pinkney@sbemp.com

Re: WMIDD Intentionally Created Surplus (“ICS”) Exhibit

Dear Mayor Jernigan:

The Wellton-Mohawk Irrigation and Drainage District (“WMIDD” or “the District”) relies on Colorado River to irrigate nearly 60,000 acres of cropland in the Gila Valley of southwest Arizona. The District’s growers produce a variety of important agricultural products including lettuce and other greens, broccoli, and vegetable seeds. Together, growers in the Yuma area supply more than 90% of the winter leafy greens consumed in the United States.

WMIDD’s growers raise these crops with levels of water efficiency that eclipse agricultural regions elsewhere in the Colorado River Basin and the Nation as a whole. The District’s excellent efficiency is the result of growers perfecting the art of agriculture in the Southwest over multiple generations. Now more than ever, WMIDD and its growers pride themselves on their efficiency and have strong incentives to save water.

The Intentionally Created Surplus (“ICS”) program established by the Department of the Interior in 2007 helps entities relying on Colorado River water to use that water more sustainably and rewards extraordinary conservation efforts. WMIDD is entitled to the consumptive use of 278,000 acre-feet of Priority 3 mainstream Colorado River water, and so the District may create ICS under applicable governing documents including the 2007 Interim Guidelines, the 2019 Drought Contingency Plan, and the Arizona ICS Framework Agreement.

Under Article 3.2 of the Lower Colorado River Basin ICS Forbearance Agreement, executed on December 13, 2007, the creation of ICS requires an approved Exhibit to that agreement. Exhibits may be added with the written approval of all the parties to that agreement, which approval “shall not be unreasonably withheld.” As a party to the Forbearance Agreement, the City of Needles, California is bound by the terms of that agreement.

Here, WMIDD proposes a new Exhibit, included with this letter, which would allow WMIDD to create ICS by continuing to invest in numerous irrigation efficiency activities that allow the District’s growers to leave tens of thousands of acre-feet of water in the Colorado River every year. The District plans to create up to 10,000 acre-feet of ICS each year pursuant to this Exhibit. Also included here are copies of the 2007 Interim Guidelines, the 2007 Forbearance Agreement

(without its original Exhibits), Exhibit 1 to the 2019 Lower Basin DCP Agreement (“Lower Basin Drought Contingency Operations”), and the Arizona ICS Framework Agreement.

To date, WMIDD has received little to no meaningful recognition of its extraordinary conservation efforts. Approving the District’s proposed Exhibit would finally give WMIDD’s growers the credit they deserve for their ongoing stewardship of the Colorado River system, on which millions of Americans rely.

The District appreciates your attention to this proposal and looks forward to its inclusion in the ICS program in accordance with the terms of the Forbearance Agreement. We anticipate your response within 120 days of the date of this letter, in accordance with Article II(4)(d) of the Lower Basin DCP Agreement.

Should you have any questions or need any additional information, please contact our General Counsel, Wade Noble, at wade@noblelaw.com or (928) 343-9447, or Associate General Counsel, Meghan Scott, at meghan@noblelaw.com.

Sincerely,



Robert R. Woodhouse
Board President, WMIDD

Encl.: WMIDD EC-ICS Exhibit AE, 2007 Interim Guidelines, 2007 Forbearance Agreement, 2019 DCP LBOps, 2019 Arizona ICS Framework Agreement

CC: Jacklynn Gould, Regional Director, United States Bureau of Reclamation, Lower Colorado Region
Thomas Buschatzke, Director, Arizona Department of Water Resources
Bart Fisher, Board President, Palo Verde Irrigation District
Alex Cardenas, President, Imperial Irrigation District
Jim Barrett, General Manager, Coachella Valley Water District
Adel Hagekhalil, General Manager, Metropolitan Water District of Southern California
John Entsminger, General Manager, Southern Nevada Water Authority
Eric P. Witkoski, Executive Director, Colorado River Commission of Nevada

Contents

I.	ICS Category	1
II.	ICS Subcategory.....	1
III.	Term	1
IV.	Background	1
	<i>A. Yuma-Area Agriculture.....</i>	<i>1</i>
	<i>B. Wellton-Mohawk Irrigation and Drainage District</i>	<i>1</i>
	<i>C. Intentionally Created Surplus</i>	<i>4</i>
V.	Project Description	5
	<i>A. Overview</i>	<i>5</i>
	<i>B. Pre-Irrigation Earthwork Activities</i>	<i>8</i>
	<i>C. Water Delivery and Application Activities</i>	<i>12</i>
	<i>D. Other Extraordinary Conservation Activities</i>	<i>18</i>
	<i>E. Summary</i>	<i>20</i>
VI.	Maximum Annual ICS Creation Volume.....	20
VII.	Limitations on the ICS Creation Amount.....	20
VIII.	Quantification Methodology	21
IX.	Verification Methodology	22
X.	Certification.....	23
XI.	Delivery	24
XII.	Reclamation Authority	24
XIII.	Counterparts	24

Exhibit AE

Wellton-Mohawk Irrigation and Drainage District (“WMIDD”) Extraordinary Conservation Intentionally Created Surplus (“EC-ICS”)

Irrigation Efficiency Practices

- I. **ICS Category:** Extraordinary Conservation Intentionally Created Surplus
- II. **ICS Subcategory:** 2.1 H, Other extraordinary conservation measures
- III. **Term:** Jan. 1, 2025 – Dec. 31, 2026
- IV. **Background:**

A. Yuma-Area Agriculture:

More than a century ago, growers in the Yuma Valley and adjacent areas of southwest Arizona began irrigating fields consisting of some of the most productive soil in the United States. Early irrigation practices were generally crude and inefficient. Beginning in the 1960s, however, a combination of factors — including increased salinity of Colorado River water and a transition to a more consolidated food industry — pushed Yuma-area agriculture to identify innovative ways to improve irrigation consistency and efficiency.¹

Today, Yuma-area growers rely on Colorado River water to grow America’s winter leafy greens and a wide variety of other valuable agricultural products. These growers feed the Nation. The cultural practices used set Yuma far apart from other farming regions in the Colorado River Basin and the United States as a whole.

In recent decades, Yuma-area agriculture steadily increased its productive output, doubling crop yields in some cases and increasing the economic value of the area by 700%. Over the same period, its water use markedly decreased, by an average of 15% since 1990 (0.8 acre-foot/acre) and nearly 18% since 1975 (1.0 acre-foot/acre).² This decrease is attributable to a variety of factors, including shifts in cropping patterns but especially the implementation of numerous irrigation efficiency practices that leave tens of thousands of acre-feet of water in the Colorado River every year.

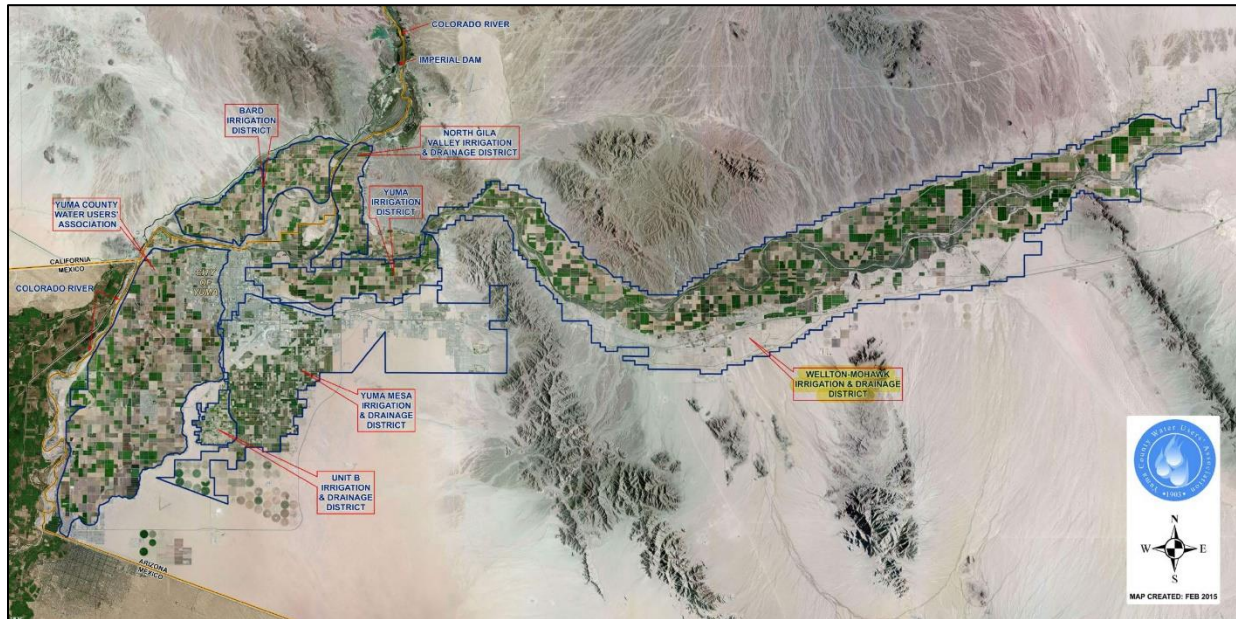
B. Wellton-Mohawk Irrigation and Drainage District (“WMIDD” or “District”):

WMIDD was established in 1951 to contract with the United States for the operation, maintenance, and repayment of the cost of the Wellton-Mohawk Division of the Bureau of

¹ See YUMA CNTY. AGRIC. WATER COALITION, A CASE STUDY IN EFFICIENCY – AGRICULTURE AND WATER USE IN THE YUMA, ARIZONA AREA, at 11–12 (Feb. 2015), <https://new.azwater.gov/sites/default/files/Final%20Yuma%20Report%20021715.pdf>.

² See *id.* at 17.

Reclamation's Gila Project. Although it relies exclusively on Colorado River water to irrigate about 59,000 acres of cropland, WMIDD is located within the valley of the Gila River, a now-typically dry tributary of the Colorado River. The District is laid out from West to East, stretching from the Gila Canal on the west to Texas Hill on the east.



Map of Yuma-area irrigation districts, including WMIDD shown on the far right.

Under its consolidated contract executed pursuant to Section 5 of the Boulder Canyon Project Act of 1928, the District is entitled to the consumptive use of 278,000 acre-feet (“AF”) of Priority 3 Colorado River water.³ WMIDD’s landowners and growers use this water to grow a variety of high-value agricultural products, including lettuce and other greens, broccoli, vegetable seeds, corn, cantaloupe, durum wheat, alfalfa, Sudan grass, and Bermuda grass seed.⁴

Owing to a variety of innovative production and irrigation efficiency practices, the District’s growers can raise all these crops with a level of water efficiency unmatched by any growers outside the Yuma area. Yuma-area growers, including those in WMIDD, achieve average application efficiencies of 80–90%.⁵ In fact, recent research indicates that many cropping

³ See BUREAU OF RECLAMATION, *Listing of Individual Colorado River Entitlements in the State of Arizona – Third Priority*, at 1 (Dec. 2022), https://www.usbr.gov/lc/region/g4000/contracts/entitlements/Entitlements_AZ_Priority_3.pdf.

⁴ See WMIDD Crop Census Reports for 2020–2022, *on file with WMIDD*.

⁵ See YUMA CNTY. AGRIC. WATER COALITION, *supra* note 1, at 18; George Frisvold et al., *Evaluating Gravity-Flow Irrigation with Lessons from Yuma, Arizona, USA*, 10 SUSTAINABILITY 1548, 1565 (May 14, 2018), <https://www.mdpi.com/2071-1050/10/5/1548>; Charles Sanchez & Andrew French, Yuma Ctr. of Excellence for Desert Agric., *Quantitative Assessments of Water and Salt Balance for Cropping Systems in the Lower Colorado River Region*, at 7 (Oct. 2023), *on file with WMIDD*.

systems have average application efficiencies exceeding 90%.⁶ This efficiency results in the District routinely using much less Colorado River water than it might otherwise need.

WMIDD's efficiency is a model for agriculture nationwide, but especially throughout the Colorado River Basin. The Basin is currently facing its worst drought in recorded history. Meanwhile, food prices in the United States have steadily increased in the last several years. Leadership like that exhibited by Yuma-area agriculture is thus more important than ever.



Produce fields within the Wellton-Mohawk Irrigation and Drainage District.

The District is proud to achieve levels of efficiency unmatched elsewhere. Yuma-area agriculture is approximately 75% more water-efficient than agriculture in the rest of the Colorado River Basin.⁷ It is proud to provide the Nation with high-quality agricultural products while conserving our most important natural resources. And it is proud to be a steward of the health and sustainability of the Colorado River system, on which millions of Americans rely.

Now, WMIDD is once again seeking innovative ways to ensure continued efficient use of its Colorado River entitlement. In particular, the District is seeking to participate more fully in

⁶ See Sanchez & French, *supra* note 5, at 28–31. All but two crops studied by Sanchez and French (furrow-irrigated celery and furrow-irrigated iceberg lettuce) had application efficiencies greater than 80%, several had application efficiencies of 90% or higher, and some reached 100% efficiency. See *id.*

⁷ See YUMA CNTY. AGRIC. WATER COALITION & YUMA FRESH VEGETABLE ASS'N, *Yuma Is to Agriculture what Silicon Valley Is to Computers*, ARIZ. FARM BUREAU (Mar. 22, 2023), <https://www.azfb.org/Article/Yuma-is-to-Agriculture-What-Silicon-Valley-is-to-Computers>.

the Intentionally Created Surplus (“ICS”) program established by the Department of the Interior in 2007. This participation would recognize its excellent irrigation efficiency and enable its ongoing stewardship of the Colorado River.

C. Intentionally Created Surplus:

In 2007, facing what was then the worst stretch of drought years in recorded history, the Secretary of the Interior (“Secretary”) issued a Record of Decision for the Colorado River Interim Guidelines for Lower Basin Shortages and the Coordinated Operations for Lake Powell and Lake Mead (“2007 Interim Guidelines”). Among other things, the 2007 Interim Guidelines established a program for the creation and delivery of ICS. ICS is unused water intentionally conserved by those with Colorado River entitlements through special conservation activities. The program promotes conservation and ensures adequate storage in Lakes Mead and Powell.

To accompany the 2007 Interim Guidelines, several parties with entitlements to Colorado River throughout the Lower Basin executed the Lower Colorado River Basin Intentionally Created Surplus Forbearance Agreement (“Forbearance Agreement”). Under the Forbearance Agreement, the parties agreed to waive certain rights to surplus Colorado River water under the Consolidated Decree in *Arizona v. California*, 547 U.S. 150 (2006). The Forbearance Agreement originally included fifteen Exhibits (A through O). Each Exhibit details an individual entity’s plan to create ICS through various conservation measures contemplated by the 2007 Interim Guidelines. Each party to the agreement separately approved each Exhibit. The agreement allows new Exhibits to be added with written approval by all the parties. It also specifies that “[s]uch approval shall not be unreasonably withheld.”⁸

Later, in 2019, the United States and the Colorado River Basin states developed and executed the Agreement Concerning the Colorado River Drought Contingency Management and Operations (“Companion Agreement”). Attached to the Companion Agreement was the Lower Basin Drought Contingency Plan Agreement (“LBDCP”), designed in part to create greater flexibility and incentivize additional voluntary conservation of water as ICS.

Among other things, Exhibit 1 to the LBDCP, entitled Lower Basin Drought Contingency Operations (“LBOPs”), established additional requirements for adding new Exhibits to the Forbearance Agreement. Most important here, the parties to the LBDCP must approve or reject a proposed Exhibit within 120 days and provide a “meaningful explanation” of their decisions.⁹

As part of the LBDCP process, WMIDD received approval from the Secretary to add one new Exhibit to the Forbearance Agreement, Exhibit V. Exhibit V allows WMIDD to create Extraordinary Conservation ICS (“EC-ICS”) by fallowing cropland with a recent history of

⁸ See 2007 Forbearance Agreement, art. 3.2, <https://www.usbr.gov/lc/region/programs/strategies/agreements/Forbearance.pdf>.

⁹ See LBDCP, art. II(4)(d), <https://new.azwater.gov/sites/default/files/media/Attachment%20B%20-%20LB%20DCP%20Agreement%20%28Final%29.pdf>.

irrigation and thereby reducing the District's consumptive use of Colorado River water. With the addition of the LBDCP Exhibits, there are a total of thirty ICS Exhibits today (A through AD).

Here, WMIDD proposes another Exhibit to the Forbearance Agreement, under which it may receive ICS credits for extraordinary conservation activities associated with irrigation of lands within the District. In particular, WMIDD proposes to create EC-ICS by continuing to use various irrigation efficiency practices. If the District did not affirmatively continue to use these practices, it would beneficially use a significant volume of the water otherwise saved.¹⁰ It is past time that Yuma-area growers receive recognition and credit for their extraordinary conservation efforts, which contribute tens of thousands of acre-feet of water to the Colorado River each year.

V. Project Description:

A. Overview:

The water-saving irrigation efficiency practices to be employed by the District, and which will create EC-ICS, can be divided into two broad categories, summarized in the chart below. Growers within WMIDD sometimes think about these activities less as water-saving measures, and more as cultural best practices for the crops grown. Yet water is never far from their minds.

¹⁰ Creation of EC-ICS by WMIDD as described in this Exhibit is comparable to that allowed by previously approved Exhibits for the Metropolitan Water District of Southern California ("MWD") and the Southern Nevada Water Authority ("SNWA"), among others.

For instance, see Exhibit H, "Metropolitan Funded Imperial Irrigation District Water Conservation Program." Exhibit H, at 1–2 (Dec. 13, 2007), <https://www.usbr.gov/lc/region/programs/strategies/agreements/Forbearance.PDF>. That Exhibit allows MWD to annually claim EC-ICS credits from water conserved because of irrigation efficiency improvements within IID, like concrete-lined canals, funded by MWD as early as 1988. *See id.*

Similarly, Exhibit W allows SNWA to create EC-ICS and annually claim ICS credits from water conserved because of municipal conservation measures implemented as early as 2002. *See* Exhibit W, "Southern Nevada Water Authority EC-ICS Using Municipal Conservation and Offstream Storage for Implementation under the Lower Basin Drought Contingency Plan." LBOps ICS Exhibit W, at 1 (May 6, 2019), https://www.usbr.gov/lc/region/g4000/dcpdocs/SNWA_ICS_Exhibits_and_Transmittal_Letter.pdf.

Exhibits X and Y, "Landscape Transformation Program" and "Indoor Water Conservation Devices," are also analogous. Exhibit X annually credits WMD with EC-ICS for turf removed as far back as 2008, and for up to thirty years, without any further action by MWD after the initial removal, funded in part by MWD rebates. *See* LBOps ICS Exhibit X, at 1 (May 6, 2019), https://www.usbr.gov/lc/region/g4000/dcpdocs/MWD_ICS_Exhibits_and_Transmittal_Letter.pdf.

Exhibit Y provides for EC-ICS creation and annually recurring ICS credits from water saved because of water-efficient fixtures installed up to twenty years prior. *See* LBOps ICS Exhibit Y, at 1–2 (May 6, 2019), https://www.usbr.gov/lc/region/g4000/dcpdocs/MWD_ICS_Exhibits_and_Transmittal_Letter.pdf.

MWD and SNWA could, in theory, undo all these extraordinary conservation efforts in the future and thus use more water than they otherwise do each year. In the same way, conservation by WMIDD requires repeated choices to implement (or refrain from un-implementing) its efficiency practices, at significant economic cost. Absent those choices, the District would use much more water than it actually does.

Now more than ever, the District’s growers pride themselves on their efficiency and have strong incentives to save water. The water savings associated with these activities are substantial, but so is their cost. Therefore, these practices constitute extraordinary conservation by the District.

WMIDD Irrigation Efficiency Practices	
Pre-irrigation earthwork activities	Water delivery and application activities
Precision GPS- and laser-leveled fields	Concrete-lined canals, ditches, and laterals
Furrow compression using press wheels (a.k.a. “bolas”)	High-flow concrete turnouts
Shortened irrigation runs	Electronic metering devices and gate control
Soil swaps	Sprinkler germination
High-density plantings	Full-crop life sprinkler irrigation
	Greenhouse germination and transplant production
	Drip irrigation
Total projected water savings: 48,313 AF ¹¹	

As shown in the lefthand column of the chart above, WMIDD will continue to prepare its fields for planting and irrigation in several ways that promote the efficient application of water. This includes leveling fields with costly GPS and laser technologies, compressing furrows with press wheel implements known as “bolas,” using shorter irrigation runs, conducting “soil swaps,” and high-density plantings. These practices allow for the quick and uniform movement of water across the District’s fields, prevent loss of water below the root zones of crops, and overall maximize application efficiencies.

In addition, the righthand column shows that WMIDD will continue to deliver and apply irrigation water to its fields as efficiently as possible. Some of these activities are ubiquitous throughout the District. These include the use of concrete-lined canals, ditches, and laterals; high-flow concrete turnouts; and electronic metering devices and gate control using Supervisory Control and Data Acquisition (“SCADA”) systems. Others are used for certain fields and crops where appropriate, including sprinkler germination, full-crop life sprinkler irrigation, greenhouse

¹¹ See *infra* section VIII for the methodology by which this volume is estimated. Actual volumes are subject to actual total irrigable acreage and consumptive use in the relevant year of ICS creation.

germination and transplant production, and drip irrigation. These practices maximize “crop per drop” — ensuring maximally efficient use of water applied to the fields.

Altogether, these practices allow the District annually to consumptively use over 48,000 AF less Colorado River water than it might otherwise need to produce comparable crop yields. Therefore, absent these measures, a significant volume of the water saved thereby would be beneficially used by WMIDD.¹²

Below, each of these measures is described in depth. Each conserves water at great economic cost to the District and its landowners and growers. Growers must affirmatively choose before each season whether and to what extent to employ each of these measures, save those that needed implemented only once but continue to provide crucial water savings every year.¹³ Thus, the District’s water-saving practices constitute conservation far more “extraordinary” than those underlying previously approved ICS Exhibits.¹⁴

Put differently, although many of these practices have been used by WMIDD and its landowners and growers for decades, they are by no means a given. Rather, growers and District management must make difficult decisions to implement those practices best suited to producing excellent yields in an economic and sustainable way, or to refrain from such practices in turn. Just as a grower might choose to laser-level a lettuce field one year because the high price of lettuce justifies the cost, the grower may decide not to do so in a later year when it is not economical. To that point, each of these practices involve either high upfront capital expenditures and/or significant yearly investments by growers or the District.¹⁵

The conservation created by these practices is therefore truly extraordinary. The choice of whether and to what extent to use them directly impacts the extent to which WMIDD conserves precious Colorado River water it might otherwise need to feed the Nation. It is past time that Yuma-area growers receive recognition and credit for their extraordinary conservation efforts, which contribute tens of thousands of acre-feet of water to the Colorado River each year.

¹² See *supra* note 10 (comparing EC-ICS creation by WMIDD under this Exhibit to previously approved EC-ICS Exhibits).

¹³ Cf. Exhibit H, *supra* note 10 (allowing repeated annual EC-ICS creation for canals lined within IID more than thirty years ago).

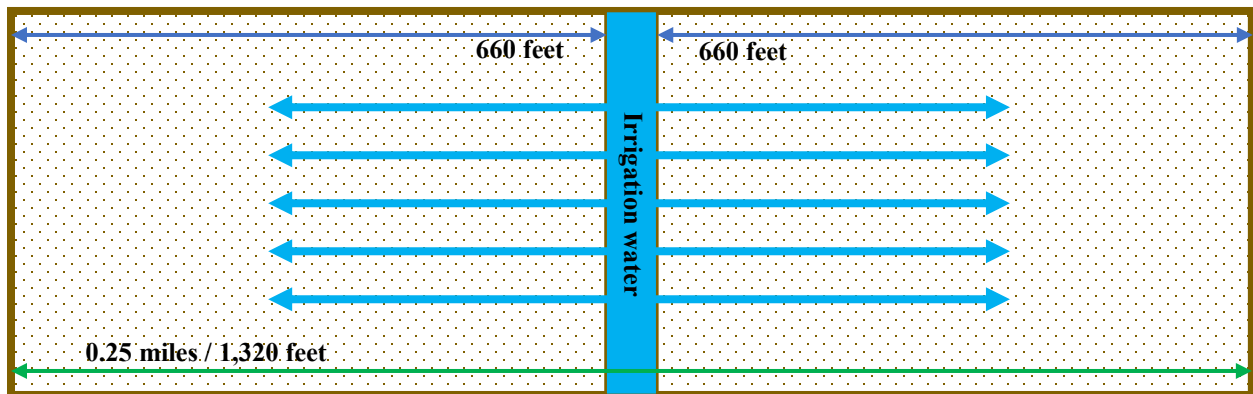
¹⁴ For example, MWD is eligible under Exhibit X for EC-ICS credits based on water savings attributable to turf removed under an incentive program nearly two decades ago. See Exhibit X, *supra* note 10, at 1–2. Once a particular unit of turf is removed, MWD need take no further action to enjoy the associated water savings and can receive EC-ICS credit for up to thirty years thereafter. See *id.*; MWD Plan for the Creation of EC-ICS, Calendar Year 2022, *supra* note 10, at 14. By contrast, WMIDD and its landowners and growers must continually invest in their irrigation efficiency practices every year, or else the associated water savings would not result.

¹⁵ In fact, a highly conservative estimate of the cost to WMIDD and its growers of implementing these measures is at least \$38.6 million each and every year. This is about \$800 per acre-foot conserved.

B. Pre-Irrigation Earthwork Activities:

This section concerns practices that occur before a field is planted and irrigated. There are several stages of preparing a field for irrigation, from disking and burying previous crop residue, to fracturing the soil so salts can leach out, to levelling the field to a perfectly flat grade, all before a seed is even planted. These practices promote the uniform distribution of water across the fields, ensure consistent germination and development of crops, and maximize yields.¹⁶

Shortened irrigation runs. First, growers within WMIDD use irrigation runs that are much shorter than traditional irrigation systems. Traditional fields generally have irrigation runs ranging from 0.25–0.5 miles long. Every flood-irrigated field in WMIDD, however, has much shorter irrigation runs, usually around 0.1 miles or 660 feet long.



Simplified diagram of standard field layout within the District, i.e., one 1,320-foot field cut down the middle to two fields with 660-foot shortened irrigation runs.

Shorter irrigation runs allow water to move more quickly across the field, reducing percolation and increasing uniformity of distribution. Growers maximize this benefit by engineering their fields to match the increased rate of flow from high-flow turnouts, discussed later, as well as the field's border dimensions and soil type. Shorter runs allow water to be shut off sooner while ensuring it reaches the end of the field.

Shortened irrigation runs increase yields for the crops grown within the District. They also save significant volumes of water.¹⁷ Depending on the inlet flow rate and the application depth required by each crop, cutting the length of irrigation runs in half can improve irrigation

¹⁶ See Sanchez & French, *supra* note 5, at 7, 35–42 (describing why pre-irrigation flooding to leach salts is crucial to the success of Yuma-area cropping systems and concluding that such leaching “is a beneficial use of water”).

¹⁷ See, e.g., Sanchez & French, *supra* note 5, at 32 (noting that application efficiencies for summer crops in the Yuma area, such as Durum wheat and Sudan grass, are higher than expected owing to “improvements in irrigation infrastructure” as well as “expert manipulation of flow and cutoff distance”).

efficiency by about 15–20%.¹⁸ Cutting the length in half again can improve efficiency by an additional 5–10%.¹⁹



Stitched photos of a standard lettuce field, divided into two fields with 660-foot shortened irrigation runs (left); close-up of lettuce field with water flowing down shortened runs (right).

Precision GPS- and laser-leveled fields. Every irrigated acre within the District is dead-leveled or leveled to grade using costly laser or GPS technology. Fields are leveled at least every year, and sometimes more frequently. Dead-leveling is leveling a field to a 0.0 slope, with no or negligible drop from one end to the other, while leveling to grade leaves a slight incline. Dead-leveling provides optimal water savings when coupled with sprinkler irrigation, which is the primary method used throughout the District.

Laser-leveling involves using a station in the middle of a field that projects a laser across it on a level plane. A tractor pulls a leveling blade or grader, which communicates with a control terminal in the tractor's cab. The control terminal receives inputs from the laser and tells the farmer whether to raise or lower the grader, to remove more or less soil as needed to create a perfectly flat, level field.

GPS leveling systems, an even newer and more costly technology, use satellites to ensure a level field surface. GPS levelling is slightly more accurate, because the grader can be adjusted up and down as well as tilted left and right. Both methods ensure no more than a quarter-inch difference in field elevation from any one end to the other.

Leveling a field improves the uniformity of water distribution, which drastically increases crop yields and saves water. Leveling eliminates ponding at the downstream end of the field and allows sufficient time for infiltration at the inlet end of the field, avoiding over- and under-

¹⁸ See C.A. Sanchez et al., *Management Guidelines for Efficient Irrigation of Vegetables Using Closed-End Level Furrows*, 96 AGRIC. WATER MGMT. 43, 49–51 (2009).

¹⁹ See *id.*

saturation. Additionally, minimal grades and fine soil help to reduce friction between the soil and water, reducing percolation below the root zone of the crop and eliminating runoff.



Tractor pulling a GPS levelling machine to dead-level a produce field (left); tractor pulling a laser-levelling machine, with laser station visible as a small blue tower in the right-center of the frame (right).

The water savings are substantial. An early study conducted in central Arizona estimated that leveled fields have 35–40% higher application efficiencies than traditional slope-furrow systems.²⁰ This translates to water savings for grain and grass crops of 0.83–2.5 AF/acre,²¹ and likely even greater for higher-water use crops like produce. More recent studies out of India are in accord, finding water savings of around 30% for laser-leveled fields as compared to non-leveled fields.²² Importantly, these savings are not cheap. Laser-leveling costs most growers between \$110–120/acre, and some fields are leveled multiple times each year.²³

Furrow compression using press wheels (“bolas”). Growers producing flood-irrigated row crops within WMIDD, representing about 70% of the District’s total irrigated acreage, use implements called press wheels or “bolas.” The bolas are pulled behind a tractor to compact the furrows into tight trapezoidal configurations. This reduces friction between the soil and the water, allowing rapid movement of water down the furrows, which limits percolation of water below the root zone of the crops and further improves the uniformity of water distribution.

²⁰ See John Daubert & Harry Ayer, *Laser Leveling and Farm Profits*, Technical Bulletin No. 244, College of Agric., Univ. of Ariz., at 3 (1982), <https://repository.arizona.edu/bitstream/handle/10150/602141/TB244.pdf?sequence=1>.

²¹ See *id.*

²² See, e.g., M.L. Jat et al., *Laser Land Leveling: A Precursor Technology for Resource Conservation*, Rice-Wheat Consortium Technical Bulletin Series 7 (2006); G.C. Wakchaure et al., *Effect of Precision Land Levelling on Microenvironment and Sorghum Productivity in Water Scarce Deccan Region*, 17 J. AGROMETEOROLOGY 149 (2015).

²³ To get some idea of the scale of this investment, if every irrigated acre in the District was laser-leveled just once each year, the total cost would easily exceed \$6.9 million every year.



Steel press wheel or “bola” implement (top), tractor pulling bolas to compress furrows in lettuce field (bottom left), close-ups of lettuce field furrow after being treated with bolas (bottom right).

As with leveling fields, bolas are used in great part because they significantly improve yields for row crops like lettuce, but they also save a lot of water. As just mentioned, tightly compacting the furrows between rows prevents water from being lost below the root zone of the crops, where it cannot be beneficially used. Like laser-leveling, using bolas is a costly way to save water. Depending on the number of passes a field receives, using bolas can cost growers anywhere from \$45–180/acre.²⁴

Soil swaps. A growing number of landowners and growers in the District also conduct “soil swaps,” an extremely expensive process of converting fields made up of low-productivity sandy soils to highly productive and water-efficient cropland. For costs ranging anywhere from a few thousand dollars per acre all the way up to \$20,000/acre, sandy topsoil is removed from a field and replaced with a thick cap of more productive soil. The new soil is usually created by mixing a lower clay level with richer, imported topsoil. Soil swaps greatly increase the yield and water efficiency of fields. Growers can apply much less water to fields prepared this way than they would need to if the sandy fields were left as-is.

High-density plantings. Finally, just in the last few years growers within the District have started to plant their fields at much higher densities than is standard practice elsewhere. For instance, the typical lettuce field fifteen years ago was planted with two lines of plants for each forty-inch bed. Today, growers are increasingly planting three lines in the same forty-inch beds, increasing the productive output of the average field by about 30% — without using a single drop more water than before.

High-density plantings result in extraordinary conservation because it is an innovative and expensive way to grow produce, and it saves significant volumes of water throughout the Colorado River Basin. With demand for lettuce and other leafy greens ever increasing, growers all over the country are being asked to increase their outputs. WMIDD’s growers can and do answer the call without using any more water, whereas other growers could supply the increased demand only with elevated water use.

C. Water Delivery and Application Activities:

This section deals with practices related to the delivery of water to fields and to the efficient application of water to those fields. They maximize “crop per drop” — the highest possible crop yields with as little water as practicable.

Concrete-lined canals, ditches, and laterals. All the canals, ditches, and laterals within WMIDD, apart from its main canal,²⁵ are lined with concrete. The Bureau of Reclamation originally built the Wellton-Mohawk Division of the Gila Project this way, but since WMIDD

²⁴ Assuming an average cost of about \$110/acre, and around 44,000 row-cropped acres, using bolas can cost growers in WMIDD a total of over \$4.8 million every year.

²⁵ WMIDD’s main canal runs below the water table, so it gains water rather than losing it to seepage, making lining unnecessary. Additionally, lining this canal has proved technically infeasible in practice because a concrete lining literally floats on top of the water table.

took over operation and maintenance of the Division in the 1950s, the District maintains and routinely repairs the infrastructure as needed.

Unlined canals, ditches, and laterals lose large volumes of water to seepage. Concrete linings significantly reduce those losses. One study from Eastern Colorado reported that concrete-lined ditches have 70% less seepage loss than unlined ditches.²⁶ A more recent Chinese study found 60% water savings.²⁷



Water flowing down a concrete-lined ditch (left), water running out of a high-flow concrete farm turnout (right).

High-flow concrete turnouts. Every turnout within WMIDD (i.e., the place where water is turned out of a ditch into a field) is a high-flow concrete turnout. Though most of these turnouts were installed in the early 1990s after a series of severe floods, the District and individual growers continue to maintain and regularly repair them.²⁸ High-flow turnouts allow larger and

²⁶ See Rachel Barta et al., COLO. WATER RES. RSCH. INST., COLORADO HIGH PLAINS IRRIGATION PRACTICES GUIDE 1–2 (2004), <https://api.mountainscholar.org/server/api/core/bitstreams/406cf962-a8f3-4415-89c5-4005d52cb377/content>.

²⁷ See Xudong Han et al., *An Experimental Study on Concrete and Geomembrane Lining Effects on Canal Seepage in Arid Agricultural Areas*, 12 WATER 2343, at 2 & n.31 (2020).

²⁸ Cf. LBOps ICS Exhibit Y, *supra* note 10 (EC-ICS creation by water-efficient fixtures installed up to twenty years ago).

more consistent volumes of water to be applied to a field at a higher rate (e.g., 15–20 cubic feet per second) compared to traditional turnouts. The greater the speed of the water as it moves across the field, the less percolates below the root zone of the crops where it cannot be used. As a result, high-flow turnouts yield significant water savings.²⁹

Electronic metering devices and gate control. The District also uses electronic metering devices and remote gate control technology, including Supervisory Control and Data Acquisition (“SCADA”) systems, on all its water delivery infrastructure except for individual growers’ gates, which are monitored with meter stems.

Combined with other control methods like constant-head orifices, these systems provide consistent and predictable flow rates to growers and reduce operational spills. WMIDD uses SCADA specifically so its ditch riders can monitor flow, water elevation, and gate openings, and operate headgates, all remotely.

As with the other practices described here, electronic metering and gate control saves significant volumes of water. For example, a pair of studies from Australia and Oregon, each evaluating the water savings associated with the automation of just a small part of an irrigation system, reported 23% and 35% reductions in water use, respectively.³⁰



Remote gate control unit in ditch rider’s vehicle (left), electronic gate meter (right).

²⁹ See Brian C. Wilson et al., NEW MEXICO OFFICE OF THE STATE ENGINEER, *Water Use by Categories in New Mexico Counties and River Basins, and Irrigated Acreage in 2000*, Technical Report 51, at 41 (2003), <https://tinyurl.com/57cdtsa7>; ALLETTA BELIN ET AL., TAKING CHARGE OF OUR WATER DESTINY: A WATER MANAGEMENT POLICY GUIDE FOR NEW MEXICO IN THE 21ST CENTURY 38 (2002), https://www.gilaconservation.org/Text/Taking_Charge_of_our_%20Water_Destiny.pdf (reporting savings of 0.16 AF/acre from laser-leveling and high-flow turnouts on pecan orchards and alfalfa fields).

³⁰ See U.S. SOC’Y FOR IRRIGATION & DRAINAGE PROFESSIONALS, SCADA AND RELATED TECHNOLOGIES FOR IRRIGATION DISTRICT MODERNIZATION 181, 297 (2006), https://mountainscholar.org/bitstream/handle/10217/46525/101_2005-USCID-Vancouver.pdf?sequence=1#page=195.



Electronic gate control and metering stations.

Sprinkler germination. All row crops within WMIDD are germinated using sprinklers rather than traditional “subbing.” Subbing is germinating crops by flooding the furrows in a field up to the seed continuously for a week or more. While subbing historically resulted in highly uniform germination, huge volumes of water were lost below the root zones of the crops where it could not be consumed and contributed to problematically high water tables. For these reasons, WMIDD now prohibits subbing.

Sprinkler germination, by contrast, involves running solid-set sprinklers continuously for about 36 hours, and thereafter for four to six hours each day as needed to keep the soil surface moist until the crop is established. For vegetable crops, sprinkler germination can reduce the water required for germination by 56–77%.³¹ Once again, the water savings are not cheap. Sprinkler germination costs growers about \$300–400/acre, much more than subbing.³²

Another benefit of sprinkler germination is related to the composition of most soil in the Yuma area. Yuma-area soils are rich in salt and lime. If the soil gets even a little wet — such as by a brief rain — the surface can quickly dry and form a hard crust. Young produce plants, like

³¹ See YUMA CNTY. AGRIC. WATER COALITION, *supra* note 1, at 33; see also Sanchez & French, *supra* note 5, at 23–24 (noting that an average of just 7 inches of water is used for stand establishment in the Yuma area, thanks to sprinkler germination).

³² Again assuming about 44,000 acres planted with row crops, the cost of germinating crops with sprinklers throughout the District can easily exceed \$13 million every year.

lettuce, cannot break through this crust. Established stands can also be damaged when the wind blows their stems side to side, into the sharp edges of the crust. Routine sprinkling prevents this crust from forming and improves yields, all with minimal water inputs.



Sprinkler irrigation in the Dome Valley, the westernmost portion of WMIDD, © Ted Wood/The Water Desk (top); solid-set sprinkler arrays in fields in the District, running to germinate produce crops (bottom).

Full-crop life sprinkler irrigation. All crops planted in wide-bed configurations — such as mixed greens, spinach, and more — in addition to being germinated with sprinklers, are irrigated to maturity with solid-set sprinklers. This adds about \$150–200/acre to the cost of sprinkler germination, bringing the total to \$450–600/acre.³³ Sprinkling a crop to maturity multiplies the water savings associated with sprinkler germination across the entire life of the crop.³⁴

Greenhouse germination and transplant production. A little over 10% of irrigated acreage within WMIDD is planted with crops that are greenhouse-germinated and then transplanted. This process entails germinating certain crops — including broccoli, cauliflower, and onions — with very small volumes of water inside climate-controlled greenhouses and later transplanting the established stands in the field. The process is expensive, ranging from \$1,000–1,500/acre depending on crop density.³⁵



Young produce transplants growing in climate-controlled greenhouses.

³³ This would bring the total yearly cost of sprinkler germination and full-life irrigation to around \$15.6 million, assuming an average cost of \$525/acre and about 15,000 acres irrigated this way in a typical year.

³⁴ See Sanchez & French, *supra* note 5, at 29.

³⁵ 10% of WMIDD's irrigated acreage amounts to about 6,000 acres, so the annual cost of greenhouse germination and transplant production throughout the District is estimated to be at least \$7.5 million.

Greenhouse germination and transplant production allows farmers to grow longer-season crops in short-season fields, improves land-use efficiency, and makes for easier weed control. It also results in more uniform production. That means growers can better predict the water needs of the plants and scheduling of their harvests and produce more desirable crops.

Some growers purchase transplants from independent suppliers, and others run their own greenhouses. In either case, the process is precise and technical. Uniformity among seedlings is a priority, as is preventing diseases like black rot. The best way to achieve all these goals is to use as little water as possible. Young produce plants, crowded together in a large greenhouse, react adversely to excess moisture in the soil and air. Controlling irrigation and humidity is crucial for the health of the plants, and it also saves a lot of water.³⁶

Drip irrigation. About 3,000 acres of cropland within WMIDD, mostly growing melons, are irrigated using drip systems, including some “N-Drip” (gravity-powered) irrigation.³⁷ Drip irrigation involves applying water directly to the surface of the soil, next to the plant, or in the subsurface near the root zone using low-pressure, small-diameter hoses or pipes. Drip systems usually cost growers in WMIDD about \$1,500/acre.³⁸ This cost must be incurred annually and sometimes even more frequently, for multi-cropped fields.

Although drip irrigation probably uses about the same amount of water as sprinkler irrigation, it uses much less water than traditional flood irrigation.³⁹ It also drastically improves yields for the crops for which it is appropriate, like melons. Finally, drip systems reduce evaporation from the soil and prevent some plant diseases.

D. Other Extraordinary Conservation Activities:

In addition to the activities described above, growers within the District engage in several other farming practices that save water. Crop selection and rotation, for example, are important

³⁶ See, e.g., Maryam Khozaei et al., *Evaluation of Direct Seeding and Transplanting in Sugar Beet for Water Productivity, Yield, and Quality under Different Irrigation Regimes and Planting Densities*, 238 AGRIC. WATER MGMT. 106230 (2020) (reporting that transplant production reduced applied water and evapotranspiration for sugar beets grown in Iran by 24% and 25% respectively, relative to direct seeding).

³⁷ As described in YUMA CNTY. AGRIC. WATER COALITION, *supra* note 1, at 41–42, as well as Sanchez & French, *supra* note 5, at 35–41, drip irrigation is not more widespread in the Yuma growing region for several reasons. For one thing, the high salt content of Yuma-area soils and the excellent application efficiencies achieved by Yuma growers necessitate periodic leaching using flood irrigation, which can limit the potential water savings associated with drip irrigation. See Sanchez & French, *supra* note 5, at 42. Additionally, crops are frequently planted or configured in fields in variable ways according to the type and the season. See *id.* Buried drip systems cannot be easily reconfigured in the same way, and thus limit planting configurations. See *id.*

³⁸ Assuming a relatively stable amount of drip-irrigated acreage, drip irrigation generally costs growers in WMIDD a total of about \$4.5 million every year.

³⁹ See, e.g., T.L. Thompson et al., *The Potential Contribution of Subsurface Drip Irrigation to Water-Saving Agriculture in the Western USA*, 8 AGRIC. SCIS. IN CHINA 850 (2009).

drivers of water consumption. In recent decades, growers have reduced production of cotton and alfalfa and turned to multi-crop systems that emphasize winter vegetables, especially lettuce and other greens. An increasing number of growers skip the summer crop rotation entirely to focus solely on winter vegetables. Multi-crop systems use much less water than perennial and full-season systems.

Irrigation decisions related to the price of crops and other factors also result in important water savings. Alfalfa, for instance, is often grown on a three-year/four-year rotation with produce to naturally till the soil and replenish nitrogen.⁴⁰ The amount of water applied typically declines from the first year in the alfalfa rotation to the last. Irrigation also varies significantly according to the price of alfalfa. If the price is high, growers typically irrigate their fields more heavily to get extra cuttings. And if the price is especially low, growers may water the alfalfa so little that it reaches the level of “deficit irrigation.” This means its consumptive use of water is greater than the amount of water applied to the field.

WMIDD itself also imposes several water-saving rules on landowners and growers to encourage conservation. Along with the anti-subbing rule noted earlier, the District’s Board has prohibited ponding or solarization of water.⁴¹ The Board can also restrict or prohibit planting certain crops such as wheat late in the year when the District’s water use is at its highest, and/or impose per-acre caps on growers’ water use.⁴²

Finally, WMIDD saves several thousand acre-feet of water every year through its policy of not using a substantial portion of irrigable-status lands for crop production.⁴³ In 2006, the District purchased 3,192.40 acres of farmland that are irrigable under its consolidated contract. Since then, the District’s Board has repeatedly chosen not to assign the over 3,000 acres’ worth of irrigable status to available lands where it could be beneficially used for crop production. WMIDD recognizes that some parties dispute whether leaving this land fallow qualifies for ICS creation.⁴⁴ Under the 2007 Interim Guidelines, fallowing-based ICS projects must show a recent history of irrigation, and the land here has no “recent” irrigation history as the Guidelines use that term (i.e., irrigation post-2005). Nevertheless, the District’s repeated and costly choices not

⁴⁰ This means that alfalfa will be grown in a field for three years, and then a produce crop will be grown in the same field for four years, on a repeating cycle.

⁴¹ Many growers in the Yuma area flood their fields with about six inches of water for a month to kill a soil fungus called sclerotinia that afflicts lettuce plants. WMIDD, however, has disallowed such flooding and instead mandates more effective fungicide treatments that save water.

⁴² In 2022, for example, the Board capped growers at 6 AF/acre out of concern that drought conditions in the Colorado River Basin could result in unprecedented cuts to Priority 3 water users in later years.

⁴³ See WMIDD DCP Fallowing Exhibit No. 2 v. 3 (Proposed), at 2–3 (Dec. 2018), <https://new.azwater.gov/sites/default/files/WMIDD%20DP%20Fallowing%20Exhibit%20No%20%202%20v.3.pdf>.

⁴⁴ See, e.g., CAWCD’s Comments on Arizona ICS Exhibits Submitted to ADWR, at 4 (Jan. 14, 2019), https://new.azwater.gov/sites/default/files/2019%201%2014%20CAWCD%20Comments%20on%20AZ%20ICS%20Exhibits_0.pdf.

to repurpose this land for crop production constitutes extraordinary conservation under the 2.1 H subcategory, and it deserves recognition. Leaving the land idle represents a foregone economic opportunity and leaves thousands of acre-feet of water in the Colorado River every year.

Though the water savings associated with these practices and policies may be more difficult to quantify than those described earlier, they are no less important to WMIDD's excellent water efficiency. They underscore the deeply rooted culture of conservation throughout the District and help growers leave water in the Colorado River.

E. Summary:

By preparing their fields prior to planting and irrigation in ways that maximize yields, growers within WMIDD also save massive volumes of water that they may otherwise need to support the same level of agricultural productivity. Once fields are planted and ready for water, irrigation is conducted with equal care and attention, leading to application efficiencies unmatched by any growers outside the Yuma area.

The efficiency practices described in this Exhibit cost the District and its landowners and growers millions of dollars every year. It's a cost they must choose to incur before each growing season, weighing the relative benefits in terms of increased crop yields and water savings. When growers do so, they leave tens of thousands of acre-feet of water in the Colorado River. Thus, these practices constitute extraordinary conservation by WMIDD. The water saved is eligible to be credited to the District as EC-ICS under the 2007 Interim Guidelines and the LBOs.

VI. Maximum Annual ICS Creation Volume:

The maximum volume of EC-ICS that can be created during any Year under this Exhibit is limited to that volume of water conserved by irrigation efficiency measures in WMIDD's service area, calculated as described below in section VIII — for example, 48,313 AF in calendar year 2022 — and by which WMIDD reduces its use of Colorado River water from the amount which would otherwise be approved by the Bureau of Reclamation.

VII. Limitations on the ICS Creation Amount:

The volume of water conserved annually pursuant to this Exhibit, and which is devoted to the creation of EC-ICS, is further limited to the quantities set forth below and in the Framework Agreement Among the United States, the State of Arizona, and the Central Arizona Water Conservation District for an Arizona ICS Program ("Arizona ICS Framework Agreement").⁴⁵

First, the maximum amount of EC-ICS that WMIDD may create in any Year pursuant to this Exhibit is limited to the amount of Colorado River water that, if added to its consumptive use in that Year, would not result in an Inadvertent Overrun pursuant to the October 10, 2003 Inadvertent Overrun and Payback Policy.

⁴⁵ See Arizona ICS Framework Agreement, art. 6–7, https://new.azwater.gov/sites/default/files/AZ_ICS_Framework_Agreement.pdf.

Second, the total amount of annual EC-ICS created by this program is limited to the amount of water that would have been delivered to WMIDD for beneficial use from the Colorado River, and in any event shall not exceed 10,000 AF/year for storage in Lake Mead and shall not exceed 20,000 AF in the aggregate.

VIII. Quantification Methodology:

The amount of water conserved by the efficiency measures described in this Exhibit and eligible to be credited to WMIDD as EC-ICS during any Year will be calculated as the difference between the District's average per-acre consumptive water use ("APAU") in 1990 and its APAU for such Year, adjusted for its total irrigable acreage ("TIA") in the same Year, as shown in Equation 1 below.⁴⁶ Equation 1 uses 2022 as the Year of ICS creation as an example, though the District anticipates the total conservation will remain relatively steady in the coming years.

Equation 1:

$$\text{Conservation}_{2022} = (\text{APAU}_{1990} \times \text{TIA}_{2022}) - (\text{APAU}_{2022} \times \text{TIA}_{2022}) = \text{AF conserved}$$

$$\text{Conservation}_{2022} = (4.86 \text{ AF/acre} \times 62,744 \text{ acres}) - (4.09 \text{ AF/acre} \times 62,744 \text{ acres}) = 48,313 \text{ AF}$$

The year 1990 is used as the baseline because that year was a significant turning point for water efficiency within the District. Starting especially in the 1990s, growers throughout the Yuma area began transitioning away from perennial and full-season crops like citrus, cotton, and alfalfa to multi-crop production systems that include a winter vegetable crop and a shorter-season summer crop like wheat or melons. Growers also began to invest heavily in the water efficiency practices described in this Exhibit.⁴⁷

As a result, consumptive water use by growers in the Yuma area has decreased greatly since 1990, by an average of 15% or 0.8 AF/acre.⁴⁸ This reduction would not have happened without extraordinary and costly choices to implement the efficiency measures described in this Exhibit year after year. Absent such choices, WMIDD's beneficial use of Colorado River water each year would be significantly greater.

APAU for a given Year is calculated as the District's total consumptive water use ("CU") in that Year divided by its TIA in that Year, as shown in Equation 2.⁴⁹ Once again, 2022 is used as the relevant year of ICS creation as an example; the calculation for 1990 is also shown.

⁴⁶ See LBOps ICS Exhibit W, *supra* note 10, at 2 (calculating the total amount of EC-ICS credited to SNWA through municipal conservation and offstream storage measures in a similar manner).

⁴⁷ See *id.* at 1–2 (explaining the use of a 2002 baseline for SNWA's EC-ICS calculations).

⁴⁸ See YUMA CNTY. AGRIC. WATER COALITION, *supra* note 1, at 17. For WMIDD, the average reduction in consumptive use of 0.8 AF/acre translates to total estimated water savings of about 50,000 AF for all irrigable acreage within the District.

⁴⁹ Cf. LBOps ICS Exhibit W, *supra* note 10, at 2 (similarly calculating net per capita consumptive water use within SNWA's service area for purposes of its EC-ICS calculations).

Equation 2:

$$APAU_{2022} = CU_{2022} / TIA_{2022} = \text{AF/acre}$$

$$APAU_{2022} = 256,421 \text{ AF} / 62,744 \text{ acres} = 4.09 \text{ AF/acre}$$

$$APAU_{1990} = CU_{1990} / TIA_{1990} = \text{AF/acre}$$

$$APAU_{1990} = 315,637 \text{ AF} / 65,000 \text{ acres} = 4.86 \text{ AF/acre}$$

Alternatively, the District's total conservation each year owing to the efficiency practices described above can be calculated by comparing water use in 1990 to the present day, adjusting for total cropped acreage ("TCA")⁵⁰ instead of TIA. Using the same equations, this results in estimated total conservation of 102,239 AF. This figure reveals the extent to which growers within WMIDD have drastically increased their output while still using less water than before. Since 1990, multi-cropped acreage in WMIDD has nearly doubled. Over the same period, consumptive water use dropped more than 60%. Using TCA to calculate conservation shows that growers are doing more with less water. Still, WMIDD proposes calculating its conservation using TIA instead of TCA so its yearly creation of EC-ICS is more predictable.⁵¹

In any event, section VI above reflects that the total amount of conservation that results from applying these two equations in any given Year will not necessarily be eligible to be credited to WMIDD as EC-ICS. Rather, the amount of EC-ICS created under this Exhibit is limited to the amount of water that would have been delivered to WMIDD for beneficial use from the Colorado River, and in any event shall not exceed 10,000 AF per year for storage in Lake Mead and shall not exceed 20,000 AF in the aggregate.

IX. Verification Methodology:

In accordance with Section 3.D.1 of the 2007 Interim Guidelines, in the Year immediately following the Year of creation of EC-ICS under this Exhibit, WMIDD will submit a Certification Report for the Secretary's review containing appropriate information to demonstrate the amount of EC-ICS created under this Exhibit in that Year and that the method of creation was consistent with this Exhibit, an approved EC-ICS Plan of Creation, and a Delivery Agreement with the United States of America.

Each Certification Report will describe the irrigation efficiency practices implemented by the District's growers in the relevant Year. Where appropriate, the Reports will also indicate the approximate number of acres, or a percentage of total acreage, on which each practice was used. The District will verify this information by canvassing its growers and, where feasible, by providing photographic and other evidence of each practice's implementation. The Bureau can

⁵⁰ TCA is the sum of the District's commercial acreage and multi-cropped acreage. See WMIDD Crop Census Reports for 2020–2022, *on file with WMIDD*.

⁵¹ Unlike irrigable acreage, which has stayed the same since the 1990s, cropped acreage varies slightly over time. This variance would impact the results of Equations 1 and 2 in each year.

also verify this information by comparing the District's annual Part 417 questionnaires and Form 2-7045 crop census reports to the Reports.

To confirm the amount of water saved by extraordinary conservation measures under this Exhibit, the Bureau may use the equations provided above. WMIDD's CU as of 1990 and in the relevant Year of ICS creation should be determined according to the Bureau's Article V Colorado River Accounting and Water Use Reports for those years.⁵² And its TIA for each year should be determined according to its respective crop census reports.⁵³ For the Bureau's convenience, these documents will be attached to WMIDD's Certification Reports.

As for the amount of EC-ICS created because of such extraordinary conservation, WMIDD will claim the maximum amount of EC-ICS credits permitted under this Exhibit and other governing documents. Thus, if the result of Equation 1 is greater than or equal to the maximum amount of EC-ICS that can be created under this Exhibit, the amount of EC-ICS to be credited to WMIDD will be the same as the maximum.⁵⁴ Conversely, if the result of Equation 1 is less than the maximum allowed, the amount of EC-ICS to be credited to WMIDD will be equal to the result of Equation 1.⁵⁵ Both possible results are represented with if-then statements below as Equation 3.

Equation 3:

If Conservation \geq Maximum EC-ICS, then EC-ICS = Maximum EC-ICS

But if Conservation < Maximum EC-ICS, then EC-ICS = Conservation

X. Certification:

As noted in section IX, pursuant to Section 3.D.1 of the 2007 Interim Guidelines, in the Year immediately following the Year of creation of EC-ICS under this Exhibit, WMIDD will submit a Certification Report for the Secretary's review containing appropriate information to demonstrate the amount of EC-ICS created under this Exhibit and that the method of creation was consistent with this Exhibit, an approved ICS Plan of Creation, and a Delivery Agreement with the United States of America.

⁵² See, e.g., BUREAU OF RECLAMATION, COMPILATION OF RECORDS IN ACCORDANCE WITH ARTICLE V OF THE DECREE OF THE SUPREME COURT OF THE UNITED STATES IN ARIZONA V. CALIFORNIA DATED MARCH 9, 1964, at 10 (1990), <https://www.usbr.gov/lc/region/g4000/4200Rpts/DecreeRpt/1990DecreeRpt.pdf>; BUREAU OF RECLAMATION, COLORADO RIVER ACCOUNTING AND WATER USE REPORT: ARIZONA, CALIFORNIA, AND NEVADA, at 16 (2022), <https://www.usbr.gov/lc/region/g4000/4200Rpts/DecreeRpt/2022/2022.pdf>.

⁵³ See, e.g., WMIDD Crop Census Reports for 1990 and 2022, *on file with WMIDD*.

⁵⁴ For instance, in 2022, assuming total conservation of 48,313 AF, WMIDD would have created 10,000 AF of EC-ICS, the maximum allowable under this Exhibit.

⁵⁵ For instance, if WMIDD conserves a total of 9,000 AF in 2025, it will create 9,000 AF of EC-ICS.

WMIDD acknowledges that, in accordance with Section 2.5 B of the Forbearance Agreement, the Secretary shall verify information in a Certification Report in consultation with the Lower Division States, and provide a final written decision as to the amount of EC-ICS created, which decision may be appealed by WMIDD or any party, as provided in Section 3.D.2 of the 2007 Interim Guidelines.

XI. Delivery:

EC-ICS created under this Exhibit shall be delivered in accordance with a Delivery Agreement between the United States of America and WMIDD, subject to a maximum annual delivery volume of 10,000 AF, or the total ICS volume created under this Exhibit and remaining undelivered, whichever is less.

XII. Reclamation Authority:

Reclamation Act of 1902, 32 Stat. 388, as amended and supplemented, including in particular, Boulder Canyon Project Act, 45 Stat. 1057, Act of March 4, 1921, 41 Stat. 1404, Act of January 21, 1927, 44 Stat. 1010, chapter 47, designated the Colorado River Front Work and Levee System, as amended, and P.L. 109-342, 120 Stat. 2922 § 396.

XIII. Counterparts:

This Exhibit may be executed in counterparts, each of which shall be an original and all of which, together, shall constitute only one Exhibit AE.

[SIGNATURES APPEAR ON FOLLOWING PAGES]

In Witness of this Exhibit AE to the Forbearance Agreement executed on December 13, 2007, the Parties affix their official signatures below, acknowledging approval of this document on this ____ day of _____, 20__.

Approved as to form:

**THE STATE OF ARIZONA acting through
the ARIZONA DEPARTMENT OF
WATER RESOURCES**

By: _____
Nicole Klobas
Chief Counsel

By: _____
Thomas Buschatzke
Director

Attest:

PALO VERDE IRRIGATION DISTRICT

By: _____
J.R. Echard
General Manager

By: _____
Bart Fisher
Board President

Attest and Approved:

IMPERIAL IRRIGATION DISTRICT

By: _____
Geoffrey Holbrook
General Counsel

By: _____
Alex Cardenas
President

Approved as to form:

THE CITY OF NEEDLES

By: _____
John Pinkney
City Attorney

By: _____
Janet Jernigan
Mayor

Approved as to form:

**COACHELLA VALLEY WATER
DISTRICT**

By: _____
Jeff Ferre
General Counsel

By: _____
Jim Barrett
General Manager

Approved as to form:

**THE METROPOLITAN WATER
DISTRICT OF SOUTHERN
CALIFORNIA**

By: _____
Marcia Scully
General Counsel

By: _____
Adel Hagekhalil
General Manager

Approved as to form:

**SOUTHERN NEVADA WATER
AUTHORITY**

By: _____
Gregory Walch
General Counsel

By: _____
John Entsminger
General Manager

Approved as to form:

**COLORADO RIVER COMMISSION OF
NEVADA**

By: _____
Aaron Ford
Nevada Attorney General

By: _____
Eric P. Witkoski
Executive Director

Washington on the structure and implementation of the Yakima River Basin Water Conservation Program. In consultation with the State, the Yakama Nation, Yakima River basin irrigators, and other interested and related parties, six members are appointed to serve on the CAG.

The basin conservation program is structured to provide economic incentives with cooperative Federal, State, and local funding to stimulate the identification and implementation of structural and nonstructural cost-effective water conservation measures in the Yakima River basin. Improvements in the efficiency of water delivery and use will result in improved streamflows for fish and wildlife and improve the reliability of water supplies for irrigation.

FOR FURTHER INFORMATION CONTACT: Ms. Dawn Wiedmeier, Deputy Area Manager, Yakima River Basin Water Enhancement Program, telephone 509-575-5848, extension 213.

Certification

I hereby certify that Charter renewal of the Yakima River Basin Conservation Advisory Group is in the public interest in connection with the performance of duties imposed on the Department of the Interior.

Dirk Kempthorne,

Secretary of the Interior.

[FR Doc. E8-7728 Filed 4-10-08; 8:45 am]

BILLING CODE 4310-MN-P

DEPARTMENT OF THE INTERIOR

Bureau of Reclamation

Colorado River Interim Guidelines for Lower Basin Shortages and Coordinated Operations for Lake Powell and Lake Mead

AGENCY: Bureau of Reclamation, Interior.

ACTION: Notice of Availability of the Record of Decision for the adoption of Colorado River Interim Guidelines for Lower Basin Shortages and Coordinated Operations for Lake Powell and Lake Mead.

SUMMARY: The Department of the Interior, acting through the Bureau of Reclamation, published a **Federal Register** notice on November 2, 2007 (72 FR 62272) which informed the public of the availability of the final environmental impact statement on the proposed adoption of specific Colorado River Lower Basin shortage guidelines and coordinated reservoir management strategies to address the operations of

Lake Powell and Lake Mead, particularly under low reservoir conditions, through 2026. We are now notifying the public that the Secretary of the Interior signed the Record of Decision (ROD) on December 13, 2007. The text of the ROD is found below.

FOR FURTHER INFORMATION CONTACT:

Terrance J. Fulp, Ph.D., at (702) 293-8500 or e-mail at strategies@lc.usbr.gov; and/or Randall Peterson at (801) 524-3633 or e-mail at strategies@lc.usbr.gov.

The ROD is electronically available on Reclamation's project Web site at: <http://www.usbr.gov/lc/region/programs/strategies.html>. Alternatively, a compact disc or hard copy is available upon written request to: Regional Director, Lower Colorado Region, Bureau of Reclamation, Attention: BCOO-1005, P.O. Box 61470, Boulder City, Nevada 89006-1470; fax at (702) 293-8156; or e-mail at strategies@lc.usbr.gov.

Dated: March 28, 2008.

Dirk Kempthorne,

Secretary, Department of the Interior.

Record of Decision; Colorado River Interim Guidelines for Lower Basin Shortages and the Coordinated Operations for Lake Powell and Lake Mead (December 2007)

Recommending Official: Robert Johnson, Commissioner, Bureau of Reclamation, December 13, 2007.

Approved: Dirk Kempthorne, Secretary of the Department of the Interior, December 13, 2007.

Record of Decision; Colorado River Interim Guidelines for Lower Basin Shortages and the Coordinated Operations for Lake Powell and Lake Mead Final Environmental Impact Statement (November 2007)

I. Introduction

The Colorado River Basin (Basin) is in the eighth year of drought—the worst eight-year period in over a century of continuous recordkeeping. Reservoir elevations have declined over this period and the duration of this ongoing, historic drought is unknown. This is the first long-term drought in the modern history of the Colorado River, although climate experts and scientists suggest droughts of this severity have occurred in the past and are likely to occur in the future. The Colorado River provides water to two nations, and to users within seven western states. With over 27 million people relying on the Colorado River for drinking water in the United States, and over 3.5 million acres of farmland in production in the Basin, the Colorado River is the single most

important natural resource in the Southwest.

The Secretary of the Interior (Secretary) has a unique role on the Colorado River—charged with management of a vast system of dams and reservoirs that have provided water for the development of the Southwest.

Under these conditions, conflict over water is unsurprising and anticipated. Declining reservoir levels in the Basin led to interstate and inter-basin tensions. As the agency charged with management of the Colorado River, the Department of the Interior (Department) had not yet developed operational rules for the full range of operations at Lake Powell and Lake Mead because these types of low-reservoir conditions had simply not yet occurred.

Against this background, at the direction of the Secretary, the Department initiated a public process in May of 2005 to develop additional operational guidelines and tools to meet the challenges of the drought in the Basin. While water storage in the massive reservoirs afforded great protection against the drought, the Department set a goal to have detailed, objective operational tools in place by the end of 2007 in order to be ready to make informed operational decisions if the reservoirs continued to decline.

During the public process, a unique and remarkable consensus emerged in the basin among stakeholders including the Governor's representatives of the seven Colorado River Basin States (Basin States). This consensus had a number of common themes: encourage conservation, plan for shortages, implement closer coordination of operations of Lake Powell and Lake Mead, preserve flexibility to deal with further challenges such as climate change and deepening drought, implement operational rules for a long—but not permanent—period in order to gain valuable operating experience, and continue to have the federal government facilitate—but not dictate—informed decision-making in the Basin.

Today, this Record of Decision (ROD) constitutes the Department's final decision after facilitating, analyzing, and considering public input over the past two and one-half years, during which the ongoing drought continued to focus nationwide attention on the Basin. A broad range of considerations have been analyzed, involving water supply, environmental protection, hydropower production, and recreation—all benefits that flow from the management of the Colorado River.

This document is the ROD of the Department of the Interior, regarding the Preferred Alternative for Colorado River

Interim Guidelines for Lower Basin Shortages and Coordinated Operations of Lake Powell and Lake Mead (Guidelines). The Secretary is vested with the responsibility of managing the mainstream waters of the lower Colorado River pursuant to federal law. This responsibility is carried out consistent with applicable federal law.

The Bureau of Reclamation (Reclamation), the agency that is designated to act on the Secretary's behalf with respect to these matters, is the lead federal agency for the purposes of the National Environmental Policy Act. The Final Environmental Impact Statement—*Colorado River Interim Guidelines for Lower Basin Shortages and Coordinated Operations for Lake Powell and Lake Mead*, dated October 2007 (FES–07–37) (Final EIS), was prepared pursuant to the National Environmental Policy Act of 1969 (NEPA), as amended, the Council on Environmental Quality's (CEQ's) Regulations for Implementing the Procedural Provisions of NEPA (40 Code of Federal Regulations [CFR] parts 1500 through 1508), Department of the Interior Policies, and Reclamation's NEPA Handbook. The Final EIS was filed with the Environmental Protection Agency (EPA) on October 26, 2007 and noticed by EPA (72 FR 62229) and Reclamation (72 FR 62272) in the **Federal Register** on November 2, 2007.

The Final EIS was prepared by Reclamation to address the formulation and evaluation of specific interim guidelines for shortage determinations and coordinated reservoir operations, and to identify the potential environmental effects of implementing such guidelines. The Final EIS addresses the environmental issues associated with, and analyzes the environmental consequences of various alternatives for specific interim guidelines. The alternatives addressed in the Final EIS are those Reclamation determined would meet the purpose of and need for the federal action and represented a broad range of the most reasonable alternatives.

The Bureau of Indian Affairs (BIA), Fish and Wildlife Service (FWS), National Park Service (NPS), Western Area Power Administration (Western) and the United States Section of the International Boundary and Water Commission (USIBWC) are cooperating agencies for purposes of assisting with the environmental analysis in the Final EIS.

The BIA has responsibility for the administration and management of lands held in trust by the United States for American Indians (Indian) and Indian tribes located within the Basin.

Developing forestlands, leasing assets on these lands, directing agricultural programs, protecting water and land rights, developing and maintaining infrastructure, and economic development are all part of the BIA's responsibility.

FWS manages four national wildlife refuges along the Colorado River. Among its many other key functions, the FWS administers and implements federal wildlife laws, protects endangered species, manages migratory birds, restores nationally significant fisheries, conserves and restores wildlife habitat such as wetlands, and assists foreign governments with international conservation efforts.

The NPS administers areas of national significance along the Colorado River, including Glen Canyon National Recreation Area, Grand Canyon National Park, and Lake Mead National Recreation Area. The NPS conserves natural and cultural resources and administers visitor use, and also grants and administers concessions for the operation of marinas and other recreation facilities at Lake Powell and Lake Mead, as well as concessions' operations along the Colorado River between Glen Canyon Dam and Lake Mead.

Western markets and transmits power generated from the various hydropower plants located within the Basin operated by Reclamation. Western customers include municipalities, cooperatives, public utility and irrigation districts, federal and state agencies, investor-owned utilities, and Indian tribes located throughout the Basin.

The USIBWC is the United States component of a bi-national organization responsible for administration of the provisions of the February 3, 1944 Treaty between the United States and Mexico Relating to the Utilization of the Waters of the Colorado and Tijuana Rivers and of the Rio Grande (1944 Treaty), which includes the Colorado River waters allotted to Mexico, protection of lands along the Colorado River from floods by levee and floodway construction projects, resolution of international boundary water sanitation and other water quality problems, and preservation of the Colorado River as the international boundary. The International Boundary and Water Commission (IBWC) consists of the United States Section and the Mexican Section, which have their headquarters in the adjoining cities of El Paso, Texas and Ciudad Juarez, Chihuahua, respectively.

II. Decision

The recommendation is the approval of the following federal action: The adoption of specific interim guidelines for Lower Basin shortages and coordinated operations of Lake Powell and Lake Mead, as provided below in Section XI. These interim Guidelines are based upon the Preferred Alternative analyzed in the Final EIS, and include several operational refinements as a result of public input, described below in Section VII. The interim Guidelines would be used each year by the Department in implementing the Criteria for Coordinated Long-Range Operation of Colorado River Reservoirs Pursuant to the Colorado River Basin Project Act of September 30, 1968 (Long-Range Operating Criteria or Operating Criteria or LROC), through issuance of the Annual Operating Plan for Colorado River Reservoirs (AOP). The Guidelines would remain in effect for determinations to be made through 2025 regarding water supply and reservoir operating decisions through 2026, as provided below in Section 8 of the Guidelines.

The Preferred Alternative proposes:

- Discrete levels of shortage volumes associated with Lake Mead elevations to conserve reservoir storage and provide water users and managers in the Lower Basin with greater certainty to know when, and by how much, water deliveries will be reduced in drought and other low reservoir conditions;
- A coordinated operation of Lake Powell and Lake Mead determined by specified reservoir conditions that would minimize shortages in the Lower Basin and avoid the risk of curtailments in the Upper Basin;
- A mechanism to encourage and account for augmentation and conservation of water supplies, referred to as Intentionally Created Surplus (ICS), that would minimize the likelihood and severity of potential future shortages; and
- The modification and extension of the Interim Surplus Guidelines (66 Fed. Reg. 7772, Jan 25, 2001) (ISC) through 2026.

III. Background

The Secretary, acting through Reclamation, is responsible for water management throughout the western United States. Reclamation's authority is limited throughout the west by the limiting provisions of Reclamation law, beginning with the Reclamation Act of 1902.

The Secretary also has a broader and unique legal role as he manages the lower Colorado River system in

accordance with federal law, including the Boulder Canyon Project Act of 1928, the 1963 Decision of the U.S. Supreme Court in *Arizona v. California*, the 2006 Consolidated Decree of the U.S. Supreme Court in *Arizona v. California* (Consolidated Decree), the Colorado River Basin Project Act of 1968 (CRBPA), the LROC, and the Grand Canyon Protection Act of 1992, and other applicable provisions of federal law. Within this legal framework, the Secretary makes annual determinations regarding the availability of water from Lake Mead by considering various factors, including the amount of water in system storage and predictions for natural runoff. The CRBPA directed the Secretary to propose and adopt criteria: "In order to comply with and carry out the provisions of the Colorado River Compact, the Upper Colorado River Basin Compact, and the Mexican Water Treaty, * * * for the coordinated long-range operation of the reservoir constructed and operated under the authority of the Colorado River Storage Project Act, the Boulder Canyon Project Act, and the Boulder Canyon Project Adjustment Act."

Pursuant to the CRBPA, the narrative provisions of LROC are utilized by the Secretary, on an annual basis, to make determinations with respect to the projected plan of operations of the storage reservoirs in the Basin. The AOP is prepared by Reclamation, acting on behalf of the Secretary, in consultation with representatives of the Basin States and other parties, as required by federal law. In the AOP, with respect to operations of Hoover Dam, the Secretary is required to determine when Normal, Surplus, or Shortage conditions occur in the lower Colorado River, based on various factors including storage and hydrologic conditions in the Basin.

As described in the Final EIS:

- A "Normal Condition" exists when the Secretary determines that sufficient mainstream water is available to satisfy 7.5 million acre-feet (maf) of annual consumptive use in the Lower Division states (Arizona, California, and Nevada). If a state will not use all of its apportioned water for the year, the Secretary may allow other states of the Lower Division to use the unused apportionment, provided that the use is authorized by a water delivery contract with the Secretary.

- A "Surplus Condition" exists when the Secretary determines that sufficient mainstream water is available for release to satisfy consumptive use in the Lower Division states in excess of 7.5 maf annually. The water available for excess consumptive use is surplus and is distributed for use in Arizona,

California, and Nevada pursuant to the terms and conditions provided in the ISG. The current provisions of the ISG are scheduled to terminate in 2016. In general terms, the ISG link the availability of surplus water to the elevation of Lake Mead. When Lake Mead is full and Reclamation is making flood control releases, surplus supplies are unlimited. As Lake Mead's elevation drops, surplus water amounts are reduced, and ultimately eliminated. The ISG also link surplus availability to continued progress by California in reducing its agricultural use of water to benchmarks established in the ISG. If a state does not use all of its apportioned water for the year, the Secretary may allow other Lower Division states to use the unused apportionment, provided that the use is authorized by a water delivery contract with the Secretary.

- A "Shortage Condition" exists when the Secretary determines that insufficient mainstream water is available to satisfy 7.5 maf of annual consumptive use in the Lower Division states. To date, the Secretary has never made such a determination, as flow in the Colorado River has been sufficient to meet Normal or Surplus delivery amounts. When making a shortage determination, the Secretary must consult with various parties as set forth in the Consolidated Decree and consider all relevant factors as specified in the LROC, including 1944 Treaty obligations, the priorities set forth in the Consolidated Decree, and the reasonable consumptive use requirements of mainstream water users in the Lower Division states. If a state does not use all of its apportioned water for the year, the Secretary may allow other Lower Division states to use the unused apportionment, provided that the use is authorized by a water delivery contract with the Secretary.

As discussed above, during the period from 2000 to 2007, the Colorado River has experienced the worst drought conditions in approximately one hundred years of recorded history. This drought in the Basin has reduced Colorado River system storage, while demands for Colorado River water supplies have continued to increase. From October 1, 1999 through September 30, 2007, storage in Colorado River reservoirs fell from 55.8 maf (approximately 94 percent of capacity) to 32.1 maf (approximately 54 percent of capacity), and was as low as 29.7 maf (approximately 52 percent of capacity) in 2004. This drought was the first sustained drought experienced in the Basin at a time when all major storage facilities were in place, and when use by the Lower Division states met or

exceeded the annual "normal" apportionment of 7.5 maf pursuant to Article II(B)(1) of the Consolidated Decree.

Currently, the Department does not have specific operational guidelines in place to address the operations of Lake Powell and Lake Mead during drought and low reservoir conditions. To date, storage of water and flows in the Colorado River have been sufficient so that it has not been necessary to reduce Lake Mead annual releases below 7.5 maf; that is, the Secretary has never reduced deliveries by declaring a "shortage" on the lower Colorado River. Without operational guidelines in place, however, water users in the Lower Division states who rely on Colorado River water are not currently able to identify particular reservoir conditions under which the Secretary would reduce the annual amount of water available for consumptive use from Lake Mead to the Lower Division states below 7.5 maf. Nor are these water users able to identify the frequency or magnitude of any potential future annual reductions in their water deliveries.

Accordingly, the Secretary, acting through Reclamation, proposes adoption of specific Colorado River Lower Basin shortage guidelines and coordinated reservoir management strategies to address operations of Lake Powell and Lake Mead, particularly under drought and low reservoir conditions. These Guidelines are found at Section XI of this ROD. This action is proposed in order to provide a greater degree of certainty to United States Colorado River water users and managers of the Basin by providing detailed, and objective guidelines for the operations of Lake Powell and Lake Mead, thereby allowing water users in the Lower Basin to know when, and by how much, water deliveries will be reduced in drought and other low reservoir conditions.

The Secretary has also determined the desirability of developing additional operational guidelines that will provide for releases greater than or less than 8.23 maf from Lake Powell. To further enhance this coordinated reservoir approach, the Secretary has determined a need for guidelines that provide water users in the Lower Division states the opportunity to conserve and take delivery of water in and from Lake Mead for the purposes of enhancing existing water supplies, particularly under low reservoir conditions. In addition, the Secretary has determined the need to modify and extend the ISG to coincide with the duration of the proposed new Guidelines. This will provide an integrated approach for reservoir management and more

predictability for future Lower Division water supplies.

IV. Alternatives Considered

The purpose of the proposed federal action is to:

- Improve Reclamation's management of the Colorado River by considering trade-offs between the frequency and magnitude of reductions of water deliveries, and considering the effects on water storage in Lake Powell and Lake Mead, and on water supply, power production, recreation, and other environmental resources;

- Provide mainstream United States users of Colorado River water, particularly those in the Lower Division states, a greater degree of predictability with respect to the amount of annual water deliveries in future years, particularly under drought and low reservoir conditions; and

- Provide additional mechanisms for the storage and delivery of water supplies in Lake Mead to increase the flexibility of meeting water use needs from Lake Mead, particularly under drought and low reservoir conditions.

This proposed federal action considers four operational elements that collectively are designed to address the purpose and need for the proposed federal action. The interim Guidelines would be used by the Secretary to:

- Determine those circumstances under which the Secretary would reduce the annual amount of water available for consumptive use from Lake Mead to the Colorado River Lower Division states below 7.5 maf (a "Shortage") pursuant to Article II(B)(3) of the Consolidated Decree;

- Define the coordinated operation of Lake Powell and Lake Mead to provide improved operation of these two reservoirs, particularly under low reservoir conditions;

- Allow for the storage and delivery, pursuant to applicable federal law, of conserved Colorado River system and non-system water in Lake Mead to increase the flexibility of meeting water use needs from Lake Mead, particularly under drought and low reservoir conditions; and

- Determine those conditions under which the Secretary may declare the availability of surplus water for use within the Lower Division states. The proposed federal action would modify the substance of the existing ISG and the term of the ISG from 2016 through 2026.

Six alternatives are considered and analyzed in the Final EIS. The alternatives consist of a No Action Alternative and five action alternatives. The five action alternatives are: Basin States Alternative, Conservation Before

Shortage Alternative, Water Supply Alternative, Reservoir Storage Alternative, and the Preferred Alternative. The action alternatives reflect input from Reclamation staff, the cooperating agencies, stakeholders, and other interested parties.

Reclamation received two written proposals for alternatives that met the purpose and need of the proposed federal action, one from the Basin States and another from a consortium of environmental non-governmental organizations (NGO). These proposals were used by Reclamation to formulate two of the alternatives considered and analyzed in the Final EIS (Basin States Alternative and Conservation Before Shortage Alternative). A third alternative (Water Supply Alternative) was developed by Reclamation, and a fourth alternative (Reservoir Storage Alternative) was developed by Reclamation in coordination with the NPS and Western. The No Action Alternative and the action alternatives analyzed in the Draft EIS were posted on Reclamation's project Web site (<http://www.usbr.gov/lc/region/programs/strategies.html>) on June 30, 2006.

A fifth alternative, the Preferred Alternative, was developed (and included in the Final EIS) after consideration of the comments received on the Draft EIS and further analysis. The Preferred Alternative was posted on Reclamation's project Web site on June 15, 2007 and is composed of operational elements from the action alternatives identified and analyzed in the Draft EIS.

The Preferred Alternative is the most reasonable and feasible alternative; all environmental effects of this alternative, as well as the No Action Alternative and the remaining four action alternatives have been fully analyzed in the Final EIS. The identified environmental effects of the Preferred Alternative are well within the range of anticipated effects of the alternatives presented in the Draft EIS and do not affect the environment in a manner not already considered in the Draft EIS.

Reclamation identified the Preferred Alternative and the Conservation Before Shortage Alternative as the environmentally preferred alternatives, as provided in 50 CFR 1505.2. The combination of the ICS mechanism and the coordinated operations between Lake Powell and Lake Mead maintains and enhances water supply and environmental benefits at both reservoirs. In addition, these alternatives strike an appropriate balance between the storage of water for future deliveries and the lack of disruption of near-term water deliveries.

Reclamation selected from among the four key operational elements disclosed in the Draft EIS to formulate the Preferred Alternative. Reclamation has determined that the four operational elements selected under this alternative best meet all aspects of the purpose and need of the proposed federal action.

A. No Action Alternative

The No Action Alternative represents a projection of future conditions that could occur during the life of the proposed federal action without an action alternative being implemented. It provides a baseline for comparison of each of the action alternatives.

Pursuant to LROC, the Secretary makes a number of determinations at the beginning of each operating year through the development and execution of the AOP, including the water supply available to users in the Lower Basin and the annual release from Lake Powell. However, the LROC currently does not include specific guidelines for such determinations. Furthermore, there is no actual operating experience under low reservoir conditions, i.e., there has never been a shortage determination in the Lower Basin. Therefore, in the absence of specific guidelines, the outcome of the annual determination in any particular year in the future cannot be precisely known. However, a reasonable representation of future conditions under the No Action Alternative is needed for comparison to each action alternative. The modeling assumptions used for this representation are consistent with the assumptions used in previous environmental compliance documents for the ISG, the Colorado River Water Delivery Agreement, and the Lower Colorado River Multi-Species Conservation Program (LCR MSCP). However, the assumptions used in the No Action Alternative are not intended to limit or predetermine these decisions in any future AOP determination.

B. Basin States Alternative

The Basin States Alternative was developed by the Basin States and proposes a coordinated operation of Lake Powell and Lake Mead that would minimize shortages in the Lower Basin and avoid risk of curtailments of Colorado River water use in the Upper Basin. This alternative includes shortages to conserve reservoir storage; coordinated operations of Lake Powell and Lake Mead determined by specified reservoir conditions; a mechanism for the creation, accounting, and delivery of conserved system and non-system water (ICS); and a modification and extension of the ISG through 2026.

C. Conservation Before Shortage Alternative

The Conservation Before Shortage Alternative was developed by a consortium of environmental NGOs, and includes voluntary, compensated reductions (shortages) in water use to minimize involuntary shortages in the Lower Basin and to avoid risk of curtailments of Colorado River water use in the Upper Basin. This alternative includes voluntary shortages prior to involuntary shortages; coordinated operations of Lake Powell and Lake Mead determined by specified reservoir conditions; an expanded ICS mechanism for the creation, accounting, and delivery of conserved system and non-system water, including water for environmental uses; and modification and extension of the ISG through 2026. There are two aspects of the Conservation Before Shortage proposal that are unique to the Conservation Before Shortage Alternative: A funding mechanism for the voluntary conservation program, and a recommendation that a portion of the conserved water be used to benefit the environment. However, as noted in the Final EIS, the viability of the Conservation Before Shortage program funding proposal is not known at this time. The Department currently does not have the authority to implement all facets of this proposal and additional legislation would be necessary to gain such authority.

D. Water Supply Alternative

The Water Supply Alternative maximizes water deliveries at the expense of retaining water in storage in the reservoirs for future use. This alternative would reduce water deliveries only when insufficient water to meet entitlements is available in Lake Mead. When reservoir elevations are relatively low, Lake Powell and Lake Mead would share water ("balance contents"). This alternative does not include a mechanism for the creation, accounting, and delivery of conserved system and non-system water in Lake Mead. The existing ISG would be extended through 2026.

E. Reservoir Storage Alternative

The Reservoir Storage Alternative was developed in coordination with the cooperating agencies and other stakeholders, primarily Western and the NPS. This alternative would keep more water in storage in Lake Powell and Lake Mead by reducing water deliveries and by increasing shortages to retain more water in storage and thereby, benefit power and recreational interests.

This alternative includes larger, more frequent shortages that serve to conserve reservoir storage; coordinated operations of Lake Powell and Lake Mead determined by specified reservoir conditions (more water would be held in Lake Powell than under the Basin States Alternative); and an expanded mechanism for the creation, accounting, and delivery of conserved system and non-system water in Lake Mead. The existing ISG would be terminated after 2007.

F. Preferred Alternative

The Preferred Alternative incorporates operational elements identified in the Basin States and Conservation Before Shortage alternatives. This alternative includes shortages to conserve reservoir storage and a coordinated operation of Lake Powell and Lake Mead determined by specified reservoir conditions that would minimize shortages in the Lower Basin and avoid risk of curtailments of use in the Upper Basin; and also adopts the ICS mechanism for promoting water conservation in the Lower Basin. It is anticipated that the maximum cumulative amount of ICS would be 2.1 maf pursuant to Section XI.D. of this ROD; however, the potential effects of a maximum cumulative amount of ICS of up to 4.2 maf have been analyzed in the Final EIS. This alternative also includes modification and extension of the ISG through 2026.¹

V. Basis for Decision

In 2005, tensions among the Basin States brought the basin closer to multi-state and inter-basin litigation than perhaps any time since the adoption of the Compact. On May 2, 2005, in a

¹ It is anticipated that elements of the decision adopted by this ROD will be implemented through a number of agreements. The following agreements are anticipated to be executed at or about the time of issuance of this ROD:

- Delivery Agreement between the United States and Imperial Irrigation District (IID)
- Delivery Agreement between the United States and The Metropolitan Water District of Southern California (MWD)
- Delivery Agreement between the United States, Southern Nevada Water Authority (SNWA) and the Colorado River Commission of Nevada (CRCN)
- Funding and Construction of the Lower Colorado River Drop 2 Storage Reservoir Project Agreement among the United States, SNWA, and CRCN
- Lower Colorado River Basin Intentionally Created Surplus Forbearance Agreement among the Arizona Department of Water Resources, the Southern Nevada Water Authority, CRCN, the Palo Verde Irrigation District (PVID), IID, Coachella Valley Water District (CVWD), MWD, and the City of Needles
- California Agreement for the Creation and Delivery of Extraordinary Conservation Intentionally Created Surplus among the PVID, IID, CVWD, MWD and the City of Needles.

decision of the Secretary, the Department outlined a number of fundamental considerations that would guide the NEPA process that concludes with the adoption of this ROD. These considerations include:

- Concern regarding the impacts of drought throughout the Colorado River Basin;
- A recognition of the recent history of close and productive working relationships among the Basin States;
- A belief that discussions among the states could facilitate the development of additional tools to improve coordinated operation of Colorado River reservoirs;
- A preference that operational strategies not be developed in the AOP setting, which is used by the Department to annually implement operational strategies that are developed through separate, public processes;
- An intention to develop operational tools that would avoid unnecessary, protracted or destabilizing litigation; and
- A commitment to continue to consult with and work with all stakeholders in the Basin.

In light of the severity of the drought, the Department announced its intention to complete the development of drought and low-reservoir operational tools by December 2007, and to do so through an open, public process. In closing, the Secretary expressed the opinion that "all parties must work together to find creative solutions that will conserve reservoir storage and help to minimize the adverse effects of drought in the Colorado River Basin."

The fundamental basis for this decision is that each of the above foundational considerations have been honored and achieved through the development of a consensus seven-state recommendation that has been incorporated, as appropriate, into the Preferred Alternative adopted herein today.

The Department selected the Preferred Alternative based on the Department's determination that it best meets all aspects of the purpose and need for the federal action, including: The need to remain in place for the extended period of the interim Guidelines; the desirability of the alternative based on the facilitated consensus recommendation from the Basin States; the likely durability of the mechanisms adopted in the Preferred Alternative in light of the extraordinary efforts that the Basin States and water users have undertaken to develop implementing agreements that will facilitate the water management tools (shortage sharing, forbearance, and conservation efforts)

identified in the Preferred Alternative; and the range of elements in the alternative that will enhance the Secretary's ability to manage the Colorado River reservoirs in a manner that recognizes the inherent tradeoffs between water delivery and water storage.

Importantly for the long-term stable management of the Colorado River, adoption of this decision activates a legal agreement among the Basin States that contains a critically important provision: The Basin States have agreed to mandatory consultation provisions to address future controversies on the Colorado River through consultation and negotiation, as a requirement, before resorting to litigation. With respect to the various interests, positions and views of each of the seven Basin States, this provision adds an important new element to the modern evolution of the legal framework for the prudent management of the Colorado River.

In recent years, in a number of settings, and facing a broad range of water management challenges, the Department has highlighted the important role of the Basin States in the statutory framework for administration of Basin entitlements and the significance that a seven-state consensus represents. Multi-state consensus is a rare and unique achievement that should continue to be recognized and facilitated.

With respect to the information within the scope of the proposed action, Reclamation concluded that the Preferred Alternative is a reasonable alternative and fully analyzed the environmental effects of this alternative in the Final EIS. The identified environmental effects of the Preferred Alternative are well within the range of anticipated effects of the alternatives presented in the Draft EIS and do not affect the environment in a manner not already considered in the Draft EIS. Thus, based on all available information, this alternative is the most reasonable, feasible, implementable, and durable alternative.

Drought is not limited to the Southwest, nor are interstate tensions over water management. As a final basis for this decision, the Department believes that a model for interstate cooperation can be found in the elements of the Preferred Alternative adopted today.

VI. Public Response to the Final Environmental Impact Statement

Following the **Federal Register** Notice of Availability of the Final EIS on November 2, 2007, and as of 8 p.m.

(EST), Tuesday, December 11, 2007, Reclamation received six comment letters on the Final EIS and the updated draft Interim Operational Guidelines for Lake Powell and Lake Mead posted November 16, 2007 on Reclamation's project Web site. After appropriate consideration, the Department concludes that the comments received do not identify or raise any significant issues that would require supplementing the Final EIS. The major issues noted in the comment letters are summarized below:

The Basin States submitted a letter expressing their appreciation to Reclamation and Department staff for their diligence in working with the Basin States and others in developing the draft Guidelines for Lake Powell and Lake Mead; and they further stated that the adoption of the Guidelines "represent a significant and historic milestone, reflecting the continuation of the consultative approach to river management between the federal government and affected states on the Colorado River."

The San Diego County Water Authority submitted a comment letter fully supporting the statements in the Basin States' letter to the Secretary on the Final EIS. The Authority also noted their concern that the proposed implementation of Guidelines, specifically ICS, should not inadvertently conflict with the implementation of certain terms of October 10, 2003 Allocation Agreement. The Department agrees that the creation, release, or delivery of ICS or the declaration of an ICS Surplus Condition in a calendar year shall not constitute a determination by the Secretary of the existence of surplus Colorado River water in that calendar year for the purposes of Section 9.2.2 of the Allocation Agreement Among the United States of America, The Metropolitan Water District of Southern California, Coachella Valley Water District, Imperial Irrigation District, San Diego County Water Authority, the La Jolla, Pala, Pauma, Rincon and San Pasqual Bands of Mission Indians, the San Luis Rey River Indian Water Authority, the City of Escondido and Vista Irrigation District, dated October 10, 2003. This understanding has also been expressly stated in the proposed Delivery Agreements for IID and MWD (Section V of this ROD).

The EPA submitted a comment letter noting it had no objections to the proposed project and some of the details of the Final EIS pertinent to their views. Further, EPA encouraged Reclamation to "play an active role in facilitating comprehensive water management

among all water sectors in the Basin." Reclamation intends to continue to pursue its mission in the 17 western states, and in particular on the Colorado River, to assist in meeting the increasing water demands of the West while protecting the environment and the public's investment in these structures. Reclamation places great emphasis on fulfilling its water delivery obligations, water conservation, water recycling and reuse, and developing partnerships with our customers, states, and Native American Tribes, and in finding ways to bring together the variety of interests to address the competing needs for our limited water resources.

The Colorado River Board of California submitted comments on behalf of its member agencies on the updated draft Guidelines. The majority of the comments were editorial and to the extent the individual comments improved the clarity of the Guidelines they were incorporated into the Guidelines found in Section XI of this ROD.

A comment letter dated November 12, 2007, was received from a single member of the public and noted his concern that the terms of the Biological Opinion (BO) should be met and that impacts due to climate change on "listed fish and birds" are addressed. FWS issued the BO on the Preferred Alternative described in this ROD on December 12, 2007. Reclamation has agreed to implement Conservation measures to benefit the listed species addressed in the BO and comply with the terms and conditions of the incidental take statement in the BO. Acknowledging the potential for impacts due to climate change and increased hydrologic variability, the Secretary proposes that the Guidelines be interim in duration and extend through 2026, providing the opportunity to gain valuable operating experience for the management of Lake Powell and Lake Mead, particularly for low reservoir conditions, and improve the basis for making additional future operational decisions, whether during the Interim Period (Section 8 of the Guidelines) or thereafter. In addition, the Preferred Alternative has been crafted to include operational elements that would respond if potential impacts of climate change and increased hydrologic variability are realized. In particular, the Preferred Alternative includes a coordinated operation element that allows for the adjustment of Lake Powell's release to respond to low reservoir storage conditions in Lake Powell or Lake Mead as described in Section 2.7 and Section 2.3 in the Final EIS. In addition, the Preferred

Alternative will enhance conservation opportunities in the Lower Basin and the retention of water in Lake Mead through adoption of the ICS mechanism. Finally, the Preferred Alternative includes a shortage strategy at Lake Mead that would result in additional shortages being considered, after appropriate consultation, if Lake Mead elevations drop below 1,025 feet mean sea level (msl).

The Defenders of Wildlife submitted a comment letter dated December 11, 2007, on behalf of their organization, the National Wildlife Federation, the Pacific Institute, and the Sierra Club regarding the updated draft Guidelines. The comments are limited to information that was published in Appendix S of the Final EIS dated November 2, 2007. The letter offers a number of clarifying comments, raises concerns regarding the appropriate mechanisms for consultation between federal and non-federal parties, and raises detailed comments regarding the implementation of the ICS and Developed Shortage Supply (DSS) components of the Guidelines. Reclamation thoroughly reviewed the comments submitted and concluded that no changes to the Guidelines were necessary. With respect to the issues regarding consultation, Reclamation will continue to meet all legal obligations for appropriate consultation with non-federal parties and believes that the commitments for continued consultation with the Basin States can be implemented in a manner consistent with the provisions of applicable federal law. Moreover, Reclamation believes that some of the concerns identified in this comment letter have been addressed by Section 7.D of the updated draft Guidelines posted on December 10, 2007, which provides that the Lower Colorado Regional Director will establish procedures for the implementation of ICS and DSS after issuance of this ROD. Reclamation will continue to work closely with all stakeholders in the development of ICS and DSS procedures and in the implementation and administration of the Guidelines.

VII. Refinement of Operational Guidelines for the Preferred Alternative in Response to Public Comments

Hydrologic modeling of the Colorado River system was used to determine the potential hydrologic effects of each of the alternatives and also provided the basis for analyzing the potential effects on other environmental resources (such as recreation, biology, and energy, etc.). Nearly all modeling assumptions were common to each alternative; only the assumptions specific to each alternative

were different. This approach allowed a relative comparison of the potential effects of each alternative compared to the No Action Alternative and lead to the identification of the Preferred Alternative.

Historically, the determination of the annual release volume for Lake Powell could change on a monthly basis throughout the water year. This approach afforded great flexibility to respond to changing monthly runoff forecasts yet was practical to implement since there were effectively only two operational tiers (a minimum objective release of 8.23 maf per year or releases greater due to equalization or spill avoidance). The annual release volume for Lake Mead, however, was essentially determined on an annual basis primarily to provide a greater degree of certainty to water users with respect to the water supply in the Lower Basin. The modeled operation of Lake Powell and Lake Mead for all alternatives in the Final EIS was consistent with this past operational experience and provided a valid basis for comparison.

However, given the more complicated proposed operation for Lake Powell under all of the action alternatives, Reclamation conducted additional investigations and subsequently refined the operational guidelines to include a combined monthly/annual methodology to determine the annual release volume for Lake Powell. This methodology consists of a January 1 determination of the release volume with appropriate April adjustments to those volumes, and providing the necessary flexibility to respond to changing inflow forecasts while ensuring that the operation does not result in excessive changes in monthly releases from Lake Powell.

In addition, comments were also received in both written and oral form from representatives of the Basin States with respect to the modeling assumptions used for the Basin States Alternative and the Preferred Alternative, reflected in Appendix S of the Final EIS. Specifically, the comments were in regard to the coordinated operation of Lake Powell and Lake Mead when Lake Powell is relatively high and operating near or in the equalization tier. A concern was identified where the proposed operation might not respond effectively when Lake Powell is relatively high, Lake Mead is relatively low, and a reasonably high inflow forecast occurs. Reclamation conducted additional investigations to identify approaches to ensure some additional water is released from Lake Powell when this situation arises.

Reclamation refined the proposed operational guidelines to incorporate these changes (contained in Section 6, 7, and 8 of the Guidelines) and published those refinements on the project Web site on November 16, 2007. An evaluation concluded that these refinements to the proposed Guidelines would not result in substantial changes with regard to the environmental effects and fall within the impacts already analyzed in the Final EIS.

VIII. Environmental Impacts and Implementation of Environmental Commitments

Hydrologic modeling of the Colorado River system was conducted to determine the potential hydrologic effects of the alternatives. Modeling provided projections of potential future Colorado River system conditions (*i.e.*, reservoir elevations, reservoir releases, river flows) for comparison of those conditions under the No Action Alternative to conditions under each action alternative. Due to the uncertainty with regard to future inflows into the system, multiple simulations were performed in order to quantify the uncertainties of future conditions and as such, the modeling results are typically expressed in probabilistic terms.

Hydrologic modeling also provided the basis for the analysis of the potential effects of each alternative on other environmental resources. The Final EIS evaluated 14 resource areas: Hydrologic resources (including reservoir storage and releases, groundwater, and water deliveries), water quality, air quality, visual resources, biological resources (including vegetation and wildlife and special status species), cultural resources, Indian trust assets, electrical power resources, recreation (including shoreline facilities, boating and navigation, and sport fish populations), transportation, socioeconomic (including employment, income and tax revenue, municipal and industrial water users, and recreation economics), environmental justice, indirect effects of the ICS mechanism, and climate change considerations. The potential effects to specific resources were identified and analyzed for each action alternative and compared to the potential effects to that resource under the No Action Alternative. These comparisons are typically expressed in terms of the relative differences in probabilities between the No Action Alternative and the action alternatives.

Based on the analyses in the EIS, Reclamation determined that specific measures to avoid or mitigate environmental harm were not required,

with the exception of conservation measures for listed species as noted below. For other resource areas, the impacts of the Preferred Alternative were well within the range of the alternatives considered, and generally improved conditions compared to the No Action Alternative. For a few resource areas, the Preferred Alternative resulted in minor negative impacts compared to the No Action Alternative, and measures to avoid such impacts were determined to be unnecessary or not feasible.

A. Lower Colorado River Multi-Species Conservation Plan

It is important to note that Reclamation is already undertaking significant environmental mitigation measures on the Colorado River, including the LCR MSCP from Lake Mead to the Southerly International Boundary (SIB) with Mexico, and implementation of activities pursuant to the 1996 Glen Canyon Dam ROD for the reach of the Colorado River from Glen Canyon Dam to Lake Mead.

The LCR MSCP is a 50-year cooperative effort between federal and non-federal entities, approved by the Secretary in April 2005. This program was developed to address potential effects to listed and other selected special status species (covered species) from identified ongoing and future anticipated federal discretionary actions and non-federal activities on the lower Colorado River (covered actions). The development and implementation of shortage criteria on the lower Colorado River was one of the federal covered actions (MSCP Biological Assessment Section 2.2.2.1) included in the LCR MSCP and covered under the LCR MSCP BO (FWS 2005). The LCR MSCP BO provides Endangered Species Act (ESA) compliance for the effects of covered actions for a reduction of Lake Mead reservoir elevations to 950 feet msl and flow reductions of up to 0.845 maf from Hoover Dam to Davis Dam, 0.860 maf from Davis Dam to Parker Dam, and 1.574 maf from Parker Dam to Imperial Dam. The LCR MSCP identified, and it is mitigating for, impacts to the covered species and their habitats from the flow reduction conditions described above. These impacts included the potential loss of up to:

- 2,008 acres of cottonwood-willow habitats;
- 133 acres of marsh habitat; and
- 399 acres of backwater habitat.

To address these impacts, the LCR MSCP will:

- Restore 5,940 acres of cottonwood-willow habitat;

- Restore 512 acres of marsh habitat;
- Restore 360 acres of backwater habitat;
- Stock 660,000 razorback sucker over the term of the LCR MSCP; and
- Stock 620,000 bonytail over the term of the LCR MSCP.

In addition, these habitats will be actively managed to provide habitat values greater than those of the impacted habitats. While the LCR MSCP is geared toward special status species, it is important to understand that all species that use the habitats impacted by the LCR MSCP covered activities benefit by the conservation actions currently being carried out under the LCR MSCP.

Reclamation has reviewed the effects of the Preferred Alternative in this Final EIS and has determined that all potential effects to listed species and their habitats along the Colorado River from the full pool elevation of Lake Mead to the SIB are covered by the LCR MSCP. FWS has concurred with Reclamation's determination in a letter dated November 28, 2007.

B. Glen Canyon Dam Adaptive Management Program

The 1996 Glen Canyon Dam ROD describes detailed criteria and operating plans for Glen Canyon Dam operations and includes other management actions to accomplish this objective; among these are the Glen Canyon Dam Adaptive Management Program (AMP). The AMP provides a process for assessing the effects of Glen Canyon Dam operations on downstream resources and project benefits. The results of that assessment are used to develop recommendations for modifying Glen Canyon Dam operations and other resource management actions. This is accomplished through the Adaptive Management Work Group (AMWG), a federal advisory committee. The AMWG consists of stakeholders that include federal and state agencies, representatives of the Basin States, Indian tribes, hydroelectric power customers, environmental and conservation organizations, and recreational and other interest groups.

C. Endangered Species Act Compliance

In compliance with the ESA, Reclamation submitted a Biological Assessment (BA) to FWS on September 10, 2007 and requested formal consultation on the Preferred Alternative. Reclamation divided the analysis of potential effects on listed species into three geographic areas: Lake Powell to the upper end of Lake Mead, Lake Mead to the SIB with Mexico, and potential interdependent/interrelated

effects on the Virgin and Muddy Rivers in southern Nevada. Reclamation determined the effects of the Preferred Alternative within the geographic area of the MSCP (Lake Mead to SIB with Mexico) were covered by the earlier consultation on LCR MSCP, and requested FWS' concurrence on this determination by memo dated October 26, 2007. FWS concurred with this determination by memo dated November 28, 2007. For the remainder of the action area, Reclamation determined the Preferred Alternative may affect, and is likely to adversely affect the southwestern willow flycatcher, humpback chub, and Kanab ambersnail, and that the Preferred Alternative may affect, but would not be likely to adversely affect seven other species.

FWS issued its BO for the Preferred Alternative by memo dated December 12, 2007. The BO concurred with Reclamation's "not likely to adversely affect" findings for the seven species addressed in the BA, and found that the adverse effects to southwestern willow flycatcher, humpback chub, and Kanab ambersnail would not jeopardize the continued existence of those species. Reclamation has included the following conservation measures for listed species in the action area as part of its proposed action:

- **Nonnative Fish Control**—In coordination with other Department of the Interior AMP participants and through the AMP, Reclamation will continue efforts to control both cold- and warm-water nonnative fish species in the mainstem of Marble and Grand canyons, including determining and implementing levels of nonnative fish control as necessary. Control of these species using mechanical removal and other methods will help to reduce this threat.

- **Humpback Chub Refuge**—Reclamation will assist FWS in development and funding of a broodstock management plan and creation and maintenance of a humpback chub refuge population at a federal hatchery or other appropriate facility by providing expedited advancement of \$200,000 in funding to the FWS during calendar year 2008; this amount shall be funded from, and within, the amount identified in the 2005 LCR MSCP BO. Creation of a humpback chub refuge will reduce or eliminate the potential for a catastrophic loss of the Grand Canyon population of humpback chub by providing a permanent source of genetically representative stock for repatriating the species.

- **Genetic Biocontrol Symposium**—Reclamation will transfer up to \$20,000 in fiscal year 2008 to FWS to help fund an international symposium on the use and development of genetic biocontrol of nonnative invasive aquatic species which is tentatively scheduled for January 2009. Although only in its infancy, genetic biocontrol of nonnative species is attracting worldwide attention as a potential method of controlling aquatic invasive species. Helping fund an effort to bring researchers together will further awareness of this potential method of control and help mobilize efforts for its research and development.

- **Sediment Research**—In coordination with other Department of the Interior AMP participants and through the AMP, Reclamation will monitor the effect of sediment transport on humpback chub habitat and will work with the Grand Canyon Monitoring and Research Center to develop and implement a scientific monitoring plan acceptable to FWS. Although the effects of dam operation-related changes in sediment transport on humpback chub habitat are not well understood, humpback chub are known to utilize backwaters and other habitat features that require fine sediment for their formation and maintenance. Additional research will help clarify this relationship.

- **Parasite Monitoring**—In coordination with other Department of the Interior AMP participants and through the AMP, Reclamation will continue to support research on the effects of Asian tapeworm on humpback chub and potential methods to control this parasite. Continuing research will help better understand the degree of this threat and the potential for management actions to minimize it.

- **Monitoring and Research**—Through the AMP, Reclamation will continue to monitor Kanab ambersnail and its habitat in Grand Canyon and the effect of dam releases on the species, and Reclamation will also continue to assist FWS in funding morphometric and genetic research to better determine the taxonomic status of the subspecies.

- **Kanab Ambersnail Monitoring and Research**—Through the AMP, Reclamation will continue to monitor Kanab ambersnail and its habitat in Grand Canyon and the effect of dam releases on the species, and Reclamation will also continue to assist FWS in funding morphometric and genetic research to better determine the taxonomic status of the subspecies.

- **Southwestern Willow Flycatcher Monitoring and Research**—Through the AMP, Reclamation will continue to monitor southwestern willow flycatcher

and its habitat and the effect of dam releases on the species throughout Grand Canyon and report findings to FWS, and will work with NPS and other AMP participants to identify actions to conserve the flycatcher.

IX. Implementing the Decision

A. Setting

Against the backdrop of prolonged drought, in 2005, with reservoir elevations dropping rapidly, the Department was faced with the challenge of making operational decisions regarding modified operations of Glen Canyon Dam and Hoover Dam. One of the challenges that the Department faced was that there were not detailed, objective guidelines to determine how the operation of the two reservoirs would be modified in drought and other low-reservoir conditions.

After receiving conflicting recommendations from representatives of the four Upper Division and the three Lower Division states, the Secretary issued a decision on May 2, 2005, charging Reclamation with the development of operational tools that can continue to assure productive use of the Colorado River into the future, while avoiding unnecessary, protracted or destabilizing litigation.

More than two years later, the drought conditions have continued and the need for detailed operational guidelines is even more necessary today as compared with mid-2005. Reclamation has conducted an extensive public process, seeking input from state, tribal and local governments, along with input from members of environmental organizations and members of the general public. These Guidelines represent the Department's determination as to the most appropriate set of guidelines to adopt at this stage of the ongoing drought.

B. Scope of Guidelines

These Guidelines are intended to be applied each year during the Interim Period with respect to the operation and management of the waters of the Colorado River stored in Lake Powell and Lake Mead. The relevant sections of these Guidelines address the following:

- Determine those circumstances under which the Secretary would reduce the annual amount of water available for consumptive use from Lake Mead to the Colorado River Lower Division states below 7.5 maf (a "Shortage") pursuant to Article II(B)(3) of the Consolidated Decree;
- Define the coordinated operation of Lake Powell and Lake Mead to provide improved operation of these two

reservoirs, particularly under low reservoir conditions;

- Allow for the storage and delivery, pursuant to applicable federal law, of conserved Colorado River system and non-system water in Lake Mead to increase the flexibility of meeting water use needs from Lake Mead, particularly under drought and low reservoir conditions; and,

- Determine those conditions under which the Secretary may declare the availability of surplus water for use within the Lower Division states. The proposed federal action would modify the substance of the existing ISG and would change the term of the ISG from 2016 through 2026.

X. Operational Setting

A. Criteria for the Coordinated Long-Range Operation of Colorado River Reservoirs

Section 602 of the CRBPA required the Secretary to propose and adopt criteria for the coordinated long-range operation of the reservoirs constructed and operated under the authority of the Colorado River Storage Project Act of 1956, the Boulder Canyon Project Act of 1928 (BCPA), and the Boulder Canyon Project Adjustment Act. The Secretary adopted such "Long-Range Operating Criteria" (LROC) in 1970 and has been operating the Colorado River consistent with the LROC since 1970. In 2005, the Secretary approved minor changes to the text of the LROC. (70 FR 15873, Mar. 29, 2005). The Secretary identified the bases for the limited changes as: (1) Specific change in federal law applicable to the Operating Criteria, (2) language in the current text of the Operating Criteria that was outdated, and (3) specific modifications to Article IV(b) of the Operating Criteria that reflect actual operating experience.

It is the Department's decision that these Guidelines implement the LROC on an annual basis through the Interim Period and that the operation of the relevant Colorado River reservoirs be documented in each year's AOP (Subsection C, below). See also Section 7 of the Guidelines for further description of the relationship between the LROC and these Guidelines.

B. Interim Surplus Guidelines

Beginning in 1999, the Secretary determined that there was a need for detailed, objective guidelines to assist in the determination of availability of water in excess of 7.5 maf per year to water users in the three Lower Division states of Arizona, California, and Nevada. One of the important issues facing the Department at that time was

the question of whether to modify the LROC to address determination of a Surplus Condition or whether to adopt guidelines that would implement the LROC with detailed provisions.

At the time, the Department sought public input on the concept of modifying Article III(3)(b) of the LROC during the process that led to adoption of the ISG. See 64 FR 27010 (May 18, 1999). After reviewing the public comments received, the Department announced its intention to adopt "interim implementing criteria pursuant to Article III(3) of the Long-Range Operating Criteria" rather than modifying the actual text of the LROC. See 64 FR 68373 (December 7, 1999). This approach was carried through and set forth in the ROD for the ISG adopted by the Secretary. See 66 FR 7772, 7780 at Section XI(5) ("These Guidelines, which shall implement and be used for determinations made pursuant to Article III(3)(b) of the [Operating Criteria] * * * are hereby adopted * * *"). See also discussion at 70 FR 15878 (March 29, 2005) (review of LROC).

It is the Department's decision in adopting these Guidelines to continue the approach initially adopted in the ISG, and accordingly is not modifying the LROC at this time. Instead, the determinations made under these interim Guidelines will implement the relevant provisions of Article II (Lake Powell) and Article III (Lake Mead) during the Interim Period, as defined in Section 7, herein.

C. Annual Operating Plan for Colorado River Reservoirs

Section 602(b) of the CRBPA of 1968 requires that the Secretary transmit to the Congress and to the Governors of the Basin States, by January 1st of each year, a report describing the actual operation under the LROC for the preceding compact water year and the projected operation for the current year. This report is commonly referred to as the "Annual Operating Plan" or the "AOP."

In 1992, in the Grand Canyon Protection Act, Congress required that, in preparing the 602(b) AOP, the Secretary shall consult with the Governors of the Basin States and with the general public, including representatives of academic and scientific communities, environmental organizations, the recreation industry; and contractors for the purpose of federal power produced at Glen Canyon Dam.

Each year the Secretary implements the provisions of the 1968 and 1992 statutes regarding the projected operation of Colorado River reservoirs

and stakeholder consultation through the Colorado River Management Work Group. This process involves appropriate consultation prior to finalization of the proposed AOP. The AOP is used to memorialize operational decisions that are made pursuant to individual federal actions (e.g., ISG, 1996 Glen Canyon Dam ROD, this ROD). Thus, the AOP serves as a single, integrated reference document required by section 602(b) of the CRBPA of 1968 regarding past and anticipated operations.

It is the Department's decision that these Guidelines be implemented on an annual basis through the Interim Period and documented in each year's AOP. This ROD addresses annual volumes of releases from Glen Canyon Dam and Hoover Dam. Accordingly, this ROD does not modify the authority of the Secretary to determine monthly, daily, hourly, or instantaneous releases from Glen Canyon Dam and Hoover Dam. See Section 7 of the Guidelines for further description of the relationship between the AOP and these Guidelines.

XI. Conditions of Implementation

A. Forbearance

1. Role of Forbearance Agreements Within the Context of the Law of the River and Relationship to Intentionally Created Surplus (ICS)

For the purposes of these Guidelines, the term "forbearance agreements" refers to agreements that a party who has a right to surplus Colorado River water could enter into that would provide that party's agreement to forgo (or not exercise) its right to surplus Colorado River water. In any such agreements, the party agrees to "forbear" or refrain from exercising its right to surplus Colorado River water under the specified terms and conditions of the applicable agreement. Through such agreements, increased flexibility of Colorado River water management can be achieved—resulting in greater conservation of water than would otherwise be accomplished.

In Years in which the Secretary determines that sufficient Mainstream water is available for delivery to satisfy annual consumptive use in the Lower Division states in excess of 7.5 maf, Article II(B)(2) of the Consolidated Decree directs the Secretary to apportion such surplus Mainstream water 50% for use in California, 46% for use in Arizona, and 4% for use in Nevada. The Boulder Canyon Project Act and Articles II(B)(2) and II(B)(6) of the Consolidated Decree, taken together, authorize the Secretary to apportion surplus water and to deliver one Lower

Division state's unused apportionment for use in another Lower Division state. Pursuant to such authority and for the purpose of increasing the efficiency, flexibility, and certainty of Colorado River management and thereby helping satisfy the current and projected regional water demands, the Secretary determined that it is prudent and desirable to promulgate guidelines to establish a procedural framework for facilitating the creation and delivery of ICS within the Lower Basin.

In the absence of forbearance, surplus water is apportioned for use in the Lower Division states according to the specific percentages provided in Article II(B)(2) of the Consolidated Decree discussed above. In order to allow for management flexibility, the seven Colorado River Basin States have recommended an operational program for the creation and delivery of ICS. In furtherance of this recommendation, numerous major water users within the Lower Basin have identified their willingness, under specified circumstances, to participate in such an operational program. These parties have submitted a draft "Forbearance Agreement," as preliminarily approved by the parties, as part of a package of documents (Appendix J) submitted for consideration by the Secretary as a necessary element to enable implementation of the operations contemplated by the Basin States Alternative. The Secretary has developed a Preferred Alternative based on this information, as well as other information submitted during the NEPA process.

The parties to the Forbearance Agreement have indicated that they intend that the Agreement provide the appropriate legal mechanism to achieve successful implementation of this element of the Preferred Alternative. The parties have indicated that among the conditions on their forbearance, they will forbear only with respect to a specified ICS volume and only to ICS created by projects described in exhibits attached to the Forbearance Agreement or added thereto by written consent of all parties. Given the voluntary nature of the forbearance concept, it is appropriate for the parties to clearly identify the limited conditions upon which their forbearance is granted.

Through adoption and implementation of these Guidelines, the Secretary will only approve the creation, delivery and use of ICS in a manner that is fully consistent with the provisions of the Consolidated Decree, including Articles II(B)(2) and II(B)(6) therein. The Secretary will require forbearance by the State of Arizona, the

Palo Verde Irrigation District, the Imperial Irrigation District, the Coachella Valley Water District, The Metropolitan Water District of Southern California, the City of Needles, and other California entities as appropriate, the Southern Nevada Water Authority, and the Colorado River Commission of Nevada for implementation of this element of these Guidelines (regarding ICS). If, in the opinion of the Secretary, the State of Arizona or the Palo Verde Irrigation District, the Imperial Irrigation District, the Coachella Valley Water District, The Metropolitan Water District of Southern California, the City of Needles, or other California entities as appropriate, the Southern Nevada Water Authority, or the Colorado River Commission of Nevada, unreasonably withhold forbearance, the Secretary may, after consultation with the Basin States, modify these Guidelines. Moreover, the Secretary will ensure that implementation of the ICS mechanism does not infringe on the rights of any third party who is a Contractor and who is not a party to the Forbearance Agreement.

2. Monitoring Implementation

Under these Guidelines, Colorado River water will continue to be allocated for use among the Lower Division states in a manner consistent with the provisions of the Consolidated Decree. It is expected that Lower Division states and individual Contractors for Colorado River water have or will adopt arrangements that will affect utilization of Colorado River water during the Interim Period. It is expected that water orders from Colorado River Contractors will be submitted to reflect forbearance arrangements by Lower Division states and individual Contractors. The Secretary will deliver Colorado River water to Contractors in a manner consistent with these arrangements, provided that any such arrangements are consistent with the BCPA, the Consolidated Decree and do not infringe on the rights of third parties. Surplus water will only be delivered to entities with contracts for surplus water. ICS will be delivered pursuant to Section 3.C. of these Guidelines and a Delivery Agreement.

B. Delivery Agreement

Article II(B)(5) of the Consolidated Decree in *Arizona v. California* states that mainstream Colorado River water shall be released or delivered to water users in Arizona, California, and Nevada "only pursuant to valid contracts therefore made with such users by the Secretary of the Interior, pursuant to Section 5 of the Boulder Canyon Project

Act or any other applicable federal statute." Section 5 of the Boulder Canyon Project Act authorizes the Secretary to enter into such contracts.

Numerous Contractors in Arizona, California, and Nevada now hold contracts which entitle them to the delivery of Colorado River water under the circumstances and in the priorities specified in the individual contracts. Contracts entered into prior to the adoption of these Guidelines do not, however, expressly address circumstances in which ICS or DSS might be created or delivered.

To ensure the requirements of Section 5 of the Boulder Canyon Project Act and Article II(B)(5) of the Consolidated Decree are complied with, and to reduce the possibility of ambiguity, the Secretary anticipates entering into delivery contracts with any person or persons intending to create ICS or DSS. Such contracts are expected to address the requirements set forth in the Guidelines for the approval of ICS or DSS plans, the certification and verification of the ICS or DSS created under the plans, the ordering and delivery of ICS or DSS, the accounting for ICS or DSS in the annual report filed with the U.S. Supreme Court in accordance with Article V of the Consolidated Decree, and such other matters as may bear on the delivery of the ICS or DSS, as for example the point of delivery and place of use, if not already provided for under existing contracts.

C. Mexico

The United States delivers an annual allotment of Colorado River water to Mexico pursuant to the treaty between the United States of America and Mexico relating to the utilization of waters of the Colorado and Tijuana Rivers and of the Rio Grande, signed February 3, 1944, and its supplementary protocol signed November 14, 1944. In adopting these Guidelines the Department of the Interior is making a final agency action regarding the operation of Lake Powell and Lake Mead, and the delivery of water to water users in the United States, in response to the worst drought in the Basin in over a century of recordkeeping.

Prior to adopting these Guidelines, the Department provided information on the proposed action to the USIBWC, and met with representatives of the Mexican Section of the IBWC and the Mexican Government. The Department has considered the information provided by the USIBWC prior to adopting these Guidelines, including information representing the views of the Government of Mexico. The

USIBWC has advised that the Department may proceed with planning and implementation activities for these Guidelines with the understanding that these Guidelines are not intended to constitute an interpretation or application of the 1944 Treaty or to represent current United States policy or a determination of future United States policy regarding deliveries to Mexico.

The Department notes the intention of the Governments of the United States and Mexico, memorialized in a Joint Statement issued August 13, 2007, to cooperate and collaborate regarding issues related to the lower portion of the Colorado River under the auspices of the IBWC.

D. Intentionally Created Surplus

1. Findings

ICS may be created through projects that create water system efficiency or extraordinary conservation or tributary conservation or the importation of non-Colorado River System water into the Mainstream. ICS is consistent with the concept that entities may take actions to augment storage of water in the lower Colorado River Basin. The ICS shall be delivered to the Contractor that created it pursuant to both Articles II(B)(2) and II(B)(6) of the Consolidated Decree and Forbearance Agreements. Implementation of these Guidelines for ICS is conditioned upon execution of Forbearance Agreements and Delivery Agreements as further provided for in these Guidelines.

2. Purposes

The primary purposes of ICS are to: (a) Encourage the efficient use and management of Colorado River water; and to increase the water supply in Colorado River System reservoirs, through the creation, delivery and use of ICS; (b) help minimize or avoid shortages to water users in the Lower Basin; (c) benefit storage of water in both Lake Powell and Lake Mead; (d) increase the surface elevations of both Lake Powell and Lake Mead to higher levels than would have otherwise occurred; and (f) assure any Contractor that invests in conservation or augmentation to create ICS that no other Contractor will claim the ICS created by the Contractor pursuant to an approved plan by the Secretary.

3. Quantities

The maximum quantities of Extraordinary Conservation ICS that may be accumulated in all ICS Accounts, at any time, upon the effective date of these Guidelines is

limited to the amounts provided in Section 3.B.5. of these Guidelines. The maximum quantities of Extraordinary Conservation ICS that may be created and/or delivered in any given Year are also limited to the amounts provided in Sections 3.B.4. and 3.C.4., respectively. As described in the Final EIS, Reclamation has analyzed ICS amounts in excess of the amounts approved by this Record of Decision and provided in these Guidelines. Any decision by the Secretary to increase the amounts in excess of the amounts provided in these Guidelines would be based on actual operating experience and would require modification of these Guidelines after consultation with the Basin States.

E. Relationship With Existing Law

These Guidelines are not intended to, and do not:

1. Guarantee or assure any water user a firm supply for any specified period;
2. Change or expand existing authorities under applicable federal law, except as specifically provided herein with respect to determinations under the Long-Range Operating Criteria and administration of water supplies during the effective period of these Guidelines;
3. Address intrastate storage or intrastate distribution of water, except as may be specifically provided by Lower Division states and individual Contractors for Colorado River water who may adopt arrangements that will affect utilization of Colorado River water during the effective period of these Guidelines;
4. Change the apportionments made for use within individual States, or in any way impair or impede the right of the Upper Basin to consumptively use water available to that Basin under the Colorado River Compact;
5. Affect any obligation of any Upper Division state under the Colorado River Compact;
6. Affect any right of any State or of the United States under Sec. 14 of the Colorado River Storage Project Act of 1956 (70 Stat. 105); Sec. 601(c) of the Colorado River Basin Project Act of 1968 (82 Stat. 885); the California Limitation Act (Act of March 4, 1929; Ch. 16, 48th Sess.); or any other provision of applicable federal law;
7. Affect the rights of any holder of present perfected rights or reserved rights, which rights shall be satisfied within the apportionment of the State within which the use is made, and in the Lower Basin, in accordance with the Consolidated Decree; or
8. Constitute an interpretation or application of the 1944 Treaty between the United States and Mexico Relating to the Utilization of the Waters of the

Colorado and Tijuana Rivers and of the Rio Grande (1944 Treaty) or to represent current United States policy or a determination of future United States policy regarding deliveries to Mexico. The United States will conduct all necessary and appropriate discussions regarding the proposed federal action and implementation of the 1944 Treaty with Mexico through the International Boundary and Water Commission (IBWC) in consultation with the Department of State.

F. Definitions

For purposes of these Guidelines, the following definitions apply:

1. "24-Month Study" refers to the operational study that reflects the current Annual Operating Plan that is updated each month by Reclamation to project future reservoir contents and releases. The projections are updated each month using the previous month's reservoir contents and the latest inflow and water use forecasts. In these Guidelines, the term "projected on January 1" shall mean the projection of the January 1 reservoir contents provided by the 24-Month Study that is conducted in August of the previous Year.
2. "AOP" shall mean the Annual Operating Plan for the Colorado River System Reservoirs.
3. "Active Storage" shall mean the amount of water in reservoir storage, exclusive of bank storage, which can be released through the existing reservoir outlet works, consistent with the Colorado River Basin Project Act of 1968 (82 Stat. 885).
4. "BCPA" shall mean the Boulder Canyon Project Act of 1928 (28 Stat. 1057).
5. "Basin States" shall mean the seven Colorado River Basin States of Arizona, California, Colorado, New Mexico, Nevada, Utah, and Wyoming.
6. "Certification Report" shall mean the written documentation provided by a Contractor that provides the Secretary with sufficient information to allow the Secretary to determine whether the quantity of ICS or DSS approved by the Secretary in an approved plan has been created and whether the creation was consistent with the approved plan.
7. "Colorado River System" shall have the same meaning as defined in the 1922 Colorado River Compact.
8. "Consolidated Decree" shall mean the Consolidated Decree entered by the United States Supreme Court in *Arizona v. California*, 547 U.S. 150 (2006).
9. "Contractor" shall mean an entity holding an entitlement to Mainstream water under (a) the Consolidated Decree, (b) a water delivery contract

with the United States through the Secretary, or (c) a reservation of water by the Secretary, whether the entitlement is obtained under (a), (b) or (c) before or after the adoption of these Guidelines.

10. "DSS Account" shall mean records established by the Secretary regarding DSS.

11. "Delivery Agreement" shall mean an agreement consistent with these Guidelines entered into between the Secretary of the Interior and one or more Contractors creating ICS.

12. "Developed Shortage Supply ("DSS")" shall mean water available for use by a Contractor under the terms and conditions of a Delivery Agreement and Section 4 of these Guidelines in a Shortage Condition, under Article III(B)(3) of the Consolidated Decree.

13. "Direct Delivery Domestic Use" shall mean direct delivery of water to domestic end users or other municipal and industrial water providers within the Contractor's area of normal service, including incidental regulation of Colorado River water supplies within the Year of operation but not including Off-stream Banking. For the Metropolitan Water District of Southern California (MWD), Direct Delivery Domestic Use shall include delivery of water to end users within its area of normal service, incidental regulation of Colorado River water supplies within the Year of operation, and Off-stream Banking only with water delivered through the Colorado River Aqueduct.

14. "Domestic Use" shall have the same meaning as defined in the 1922 Colorado River Compact.

15. "Forbearance Agreement" shall mean an agreement under which one or more Contractors agree to forbear a right to ICS, under a water delivery contract or the Consolidated Decree.

16. "ICS Account" shall mean records established by the Secretary regarding ICS.

17. "ICS Determination" shall mean a determination by the Secretary that ICS is available for delivery.

18. "Intentionally Created Surplus ("ICS")" shall mean surplus Colorado River System water available for use under the terms and conditions of a Delivery Agreement, a Forbearance Agreement, and these Guidelines.

a. ICS created through extraordinary conservation, as provided for in Section 3.A.1., shall be referred to as "Extraordinary Conservation ICS."

b. ICS created through tributary conservation, as provided for in Section 3.A.2., shall be referred to as "Tributary Conservation ICS."

c. ICS created through system efficiency projects, as provided for in

Section 3.A.3., shall be referred to as “System Efficiency ICS.”

d. ICS created through the importation of non-Colorado River System Water, as provided for in Section 3.A.4., shall be referred to as “Imported ICS.”

19. “Interim Period” shall mean the effective period as described in Section 8.

20. “Long-Range Operating Criteria (“LROC”)” shall mean the Criteria for the Coordinated Long-Range Operation of Colorado River Reservoirs Pursuant to the Colorado River Basin Project Act of September 30, 1968 (Pub. L. 90–537), published at 35 FR 8951 (June 10, 1970), as amended March 21, 2005.

21. “Lower Division states” shall mean the Colorado River Basin States of Arizona, California, and Nevada.

22. “Mainstream” shall have the same meaning as defined in the Consolidated Decree.

23. “Off-stream Banking” shall mean the diversion of Colorado River water to underground storage facilities for use in subsequent Years from the facility used by a Contractor diverting such water.

24. “ROD” shall mean the Record of Decision issued by the Secretary for the Colorado River Interim Guidelines for Lower Basin Shortages and Coordinated Operations for Lake Powell and Lake Mead.

25. “Upper Division states” shall mean the Colorado River Basin States of Colorado, New Mexico, Utah, and Wyoming.

26. “Water Accounting Report” shall mean the annual Colorado River Accounting and Water Use Report—Arizona, California, and Nevada that includes, but is not limited to, the compilation of records in accordance with Article V of the Consolidated Decree.

27. “Water Year” shall mean October 1 through September 30.

28. “Year” shall mean calendar year.

G. Interim Guidelines for the Operation of Lake Powell and Lake Mead

These Guidelines shall include Sections XI.A., B., E., and F. above and this Section XI.G. These Guidelines which shall implement and be used for determinations made pursuant to the Long-Range Operating Criteria during the effective period identified in Section 8, are hereby adopted:

Section 1. Allocation of Unused Basic Apportionment Water Under Article II(B)(6)

A. Introduction

Article II(B)(6) of the Consolidated Decree allows the Secretary to allocate

water that is apportioned to one Lower Division state, but is for any reason unused in that State, to another Lower Division state. This determination is made for one Year only and no rights to recurrent use of the water accrue to the state that receives the allocated water.

B. Application to Unused Basic Apportionment

Before making a determination of a Surplus Condition under these Guidelines, the Secretary will determine the quantity of apportioned but unused water excluding ICS created in that Year from the basic apportionments under Article II(B)(6), and will allocate such water in the following order of priority:

1. Meet the Direct Delivery Domestic Use requirements of MWD and Southern Nevada Water Authority (SNWA), allocated as agreed by said agencies;
2. Meet the needs for Off-stream Banking activities for use in California by MWD and for use in Nevada by SNWA, allocated as agreed by said agencies; and
3. Meet the other needs for water in California in accordance with the California Seven-Party Agreement as supplemented by the Quantification Settlement Agreement.

Section 2. Determination of Lake Mead Operation During the Interim Period

In the development of the AOP, the Secretary shall use the August 24-Month Study projections for the following January 1 system storage and reservoir water surface elevations to determine the Lake Mead operation for the following Calendar Year as described in this Section 2.

A. Normal Conditions

1. Lake Mead above elevation 1,075 feet and below elevation 1,145 feet

In years when Lake Mead elevation is projected to be above 1,075 feet and below elevation 1,145 feet on January 1, the Secretary shall determine either a Normal Condition, or, under Section 2.B.5., an ICS Surplus Condition.

B. Surplus Conditions

1. Partial Domestic Surplus

[Adopted January 16, 2001; Deleted December 13, 2007.]

2. Domestic Surplus

(Lake Mead at or above elevation 1,145 feet and below the elevation that triggers a Quantified Surplus (70R Strategy).)

In years when Lake Mead content is projected to be at or above elevation 1,145 feet, but less than the amount which would initiate a Surplus under

Section 2.B.3., Quantified Surplus, or Section 2.B.4., Flood Control Surplus, on January 1, the Secretary shall determine a Domestic Surplus Condition. The amount of such Surplus shall equal—

a. From the effective date of these Guidelines through December 31, 2015 (through preparation of the 2016 AOP):

(1) For Direct Delivery Domestic Use by MWD, 1,250 maf reduced by the amount of basic apportionment available to MWD.

(2) For use by SNWA, the Direct Delivery Domestic Use within the SNWA service area in excess of the State of Nevada’s basic apportionment.

(3) For use in Arizona, the Direct Delivery Domestic Use in excess of Arizona’s basic apportionment.

b. From January 1, 2016 (for preparation of the 2017 AOP) through December 31, 2025 (through preparation of the 2026 AOP):

(1) For use by MWD, 250,000 af per Year in addition to the amount of California’s basic apportionment available to MWD.

(2) For use by SNWA, 100,000 af per Year in addition to the amount of Nevada’s basic apportionment available to SNWA.

(3) For use in Arizona, 100,000 af per Year in addition to the amount of Arizona’s basic apportionment available to Arizona Contractors.

3. Quantified Surplus (70R Strategy)²

In years when the Secretary determines that water should be delivered for beneficial consumptive use to reduce the risk of potential reservoir spills based on the 70R Strategy the Secretary shall determine a Quantified Surplus Condition and allocate a Quantified Surplus sequentially as follows:

a. Establish the volume of the Quantified Surplus. For the purpose of determining the existence, and establishing the volume, of Quantified Surplus, the Secretary shall not consider any volume of ICS as defined in these Guidelines.

b. Allocate and distribute the Quantified Surplus 50 percent to California, 46 percent to Arizona, and 4 percent to Nevada, subject to c. through e. that follow.

c. Distribute California’s share first to meet basic apportionment demands and MWD’s demands, and then to California Priorities 6 and 7 and other surplus

² 70R is a spill avoidance strategy that determines a surplus if the January 1 projected system storage space is less than the space required by the flood control criteria, assuming a natural inflow of 17.4 maf (the 70th percentile non-exceedence flow). See ISG Final EIS at Section 2.3.1.2.

contracts. Distribute Nevada's share first to meet basic apportionment demands and then to the remaining demands. Distribute Arizona's share to surplus demands in Arizona including Off-stream Banking and interstate banking demands. Nevada shall receive first priority for interstate banking in Arizona.

d. Distribute any unused share of the Quantified Surplus in accordance with Section 1.

e. Determine whether MWD, SNWA and Arizona have received the amount of water they would have received under Section 2.B.2., if a Quantified Surplus Condition had not been determined. If they have not, then determine and meet all demands provided for in Section 2.B.2.

4. Flood Control Surplus

In years in which the Secretary makes space-building or flood control releases³ pursuant to the 1984 Field Working Agreement between Reclamation and the Army Corps of Engineers (as may be amended), the Secretary shall determine a Flood Control Surplus for the remainder of that Year or the subsequent Year. In such years, releases will be made to satisfy all beneficial uses within the United States, including unlimited Off-stream Banking.

5. ICS Surplus

a. In years in which Lake Mead's elevation is projected to be above elevation 1,075 feet on January 1, a Flood Control Surplus has not been determined, and delivery of ICS has been requested, the Secretary may determine an ICS Surplus Condition in lieu of a Normal Condition or in addition to other operating conditions that are based solely on the elevation of Lake Mead.

b. In years in which a Quantified Surplus or a Domestic Surplus is available to a Contractor, the Secretary shall first deliver the Quantified Surplus or Domestic Surplus before delivering any requested ICS to that Contractor. If available Quantified Surplus or Domestic Surplus is insufficient to meet a Contractor's demands, the Secretary shall deliver ICS available in that Contractor's ICS Account at the request

of the Contractor, subject to the provisions of Section 3.C.

C. Allocation of Colorado River Water and Forbearance and Repatriation Arrangements

[Content of 2001 ISG Section 2.C., Allocation of Colorado River Water and Forbearance and Repatriation Arrangements, is now found at III.A., as modified.]

D. Shortage Conditions

1. Deliveries to the Lower Division States during Shortage Condition Years shall be implemented in the following manner:

a. In years when Lake Mead content is projected to be at or below elevation 1,075 feet and at or above 1,050 feet on January 1, a quantity of 7.167 maf shall be apportioned for consumptive use in the Lower Division States of which 2.48 maf shall be apportioned for use in Arizona and 287,000 af shall be apportioned for use in Nevada in accordance with the Arizona-Nevada Shortage Sharing Agreement dated February 9, 2007, and 4.4 maf shall be apportioned for use in California.

b. In years when Lake Mead content is projected to be below elevation 1,050 feet and at or above 1,025 feet on January 1, a quantity of 7.083 maf shall be apportioned for consumptive use in the Lower Division States of which 2.4 maf shall be apportioned for use in Arizona and 283,000 af shall be apportioned for use in Nevada in accordance with the Arizona-Nevada Shortage Sharing Agreement dated February 9, 2007, and 4.4 maf shall be apportioned for use in California.

c. In years when Lake Mead content is projected to be below elevation 1,025 feet on January 1, a quantity of 7.0 maf shall be apportioned for consumptive use in the Lower Division States of which 2.32 maf shall be apportioned for use in Arizona and 280,000 af shall be apportioned for use in Nevada in accordance with the Arizona-Nevada Shortage Sharing Agreement dated February 9, 2007, and 4.4 maf shall be apportioned for use in California.

2. During a Year when the Secretary has determined a Shortage Condition, the Secretary shall deliver Developed Shortage Supply available in a Contractor's DSS Account at the request of the Contractor, subject to the provisions of Section 4.C.

Section 3. Implementation of Intentionally Created Surplus

[Content of 2001 ISG Section 3., Implementation of Guidelines, is now found at Section 7., as modified herein.]

A. Categories of ICS

1. Extraordinary Conservation ICS

A Contractor may create Extraordinary Conservation ICS through the following activities:

a. Fallowing of land that currently is, historically was, and otherwise would have been irrigated in the next Year.

b. Canal lining programs.

c. Desalination programs in which the desalinated water is used in lieu of Mainstream water.

d. Extraordinary conservation programs that existed on January 1, 2006.

e. Extraordinary Conservation ICS demonstration programs pursuant to a letter agreement entered into between Reclamation and the Contractor prior to the effective date of these Guidelines.

f. Tributary Conservation ICS created under Section 3.A.2. and not delivered in the Year created.

g. Imported ICS created under Section 3.A.4. and not delivered in the Year created.

h. Other extraordinary conservation measures, including but not limited to, development and acquisition of a non-Colorado River System water supply used in lieu of Mainstream water within the same state, in consultation with the Basin States.

2. Tributary Conservation ICS

A Contractor may create Tributary Conservation ICS by purchasing documented water rights on Colorado River System tributaries within the Contractor's state if there is documentation that the water rights have been used for a significant period of Years and that the water rights were perfected prior to June 25, 1929 (the effective date of the Boulder Canyon Project Act). The actual amount of any Tributary Conservation ICS introduced to the Mainstream shall be subject to verification by the Secretary as provided in Section 3.D. Any Tributary Conservation ICS not delivered pursuant to Section 3.C. or deducted pursuant to Section 3.B.2. in the Year it was created will, at the beginning of the following Year, be converted to Extraordinary Conservation ICS and will thereafter be subject to all provisions applicable to Extraordinary Conservation ICS. Tributary Conservation ICS may be delivered for Domestic Use only.

3. System Efficiency ICS

A Contractor may make contributions of capital⁴ to the Secretary for use in

³ Under current practice, surplus waters are made available to Mexico pursuant to the 1944 Treaty (when Mexico may schedule up to an additional 0.2 maf) when flood control releases are made. These Guidelines are not intended to affect that practice. Any issues relating to the implementation of the 1944 Treaty, including any potential changes in approach relating to surplus declarations under the 1944 Treaty, would be addressed with Mexico as appropriate through the USIBWC.

⁴ To the extent permitted by federal law, monies to pay construction, operation, maintenance, repair, and/or replacement costs.

projects designed to realize system efficiencies that save water that would otherwise be lost from the Mainstream in the United States. An amount of water equal to a portion of the water conserved would be made available to contributing Contractor(s) by the Secretary as System Efficiency ICS.⁵ System efficiency projects are intended only to provide temporary water supplies. System Efficiency ICS will be delivered to the contributing Contractor(s) on a schedule of annual deliveries as provided in an exhibit to a Forbearance Agreement and Delivery Agreement. The Secretary may identify potential system efficiency projects, terms for capital participation in such projects, and types and amounts of benefits the Secretary could provide in consideration of non-federal capital contributions to system efficiency projects, including identification of a portion of the water saved by such projects.

4. Imported ICS

A Contractor may create Imported ICS by introducing non-Colorado River System water in that Contractor's state into the Mainstream. Contractors proposing to create Imported ICS shall make arrangements with the Secretary, contractual or otherwise, to ensure no interference with the Secretary's management of Colorado River System reservoirs and regulatory structures. Any arrangement shall provide that the Contractor must obtain appropriate permits or other authorizations required by state and federal law. The actual amount of any Imported ICS introduced to the Mainstream shall be subject to verification by the Secretary as provided in Section 3.D. Any Imported ICS not delivered pursuant to Section 3.C. or deducted pursuant to Section 3.B.2. in the Year it was created will be converted, at the beginning of the following Year, to Extraordinary Conservation ICS and thereafter will be subject to all provisions applicable to Extraordinary Conservation ICS.

B. Creation of ICS

A Contractor may only create ICS in accordance with the following conditions:

1. A Contractor shall submit a plan for the creation of ICS to the Secretary

⁵ Should other Contractor(s) elect to participate in a system efficiency project following the Secretary making an amount of water available to the contributing Contractor(s), the Secretary shall reduce the amount of water in the contributing Contractor(s)' ICS Account(s) and credit the electing Contractor(s)' ICS Account(s) in an equal amount in accordance with the terms of the Secretary's agreement for the funding of the system efficiency project.

demonstrating how all requirements of these Guidelines will be met in the Contractor's creation of ICS. Until such plan is reviewed and approved by the Secretary, subject to such environmental compliance as may be required, such plan or any ICS purportedly created through it shall not be a basis for creation of ICS. An ICS plan will consist of at a minimum the following information:

- a. Project description, including what extraordinary measures will be taken to conserve or import water;
- b. Term of the activity;
- c. Estimate of the amount of water that will be conserved or imported;
- d. Proposed methodology for verification of the amount of water conserved or imported; and
- e. Documentation regarding any state or federal permits or other regulatory approvals that have already been obtained by the Contractor or that need to be obtained prior to creation of ICS.

A Contractor may modify its approved plan for creation of ICS during any Year, subject to approval by the Secretary. A Contractor with an approved multi-Year plan for System Efficiency ICS is not required to seek further approval by the Secretary in subsequent Years unless the Contractor seeks to modify the plan.

2. There shall be a one-time deduction of five percent (5%) from the amount of ICS in the Year of its creation. This system assessment shall result in additional system water in storage in Lake Mead. This one-time system assessment shall not apply to:

- a. System Efficiency ICS created pursuant to Section 3.B. because a large portion of the water conserved by this type of project will increase the quantity of system water in storage over time.
- b. Extraordinary Conservation ICS created by conversion of Tributary Conservation ICS that was not delivered in the Year created, pursuant to this Section 3.B. because 5% of the ICS is deducted at the time the Tributary Conservation ICS is created.
- c. Extraordinary Conservation ICS created by conversion of Imported ICS that was not delivered in the Year created, pursuant to this Section 3.B. because 5% of the ICS is deducted at the time the Imported ICS is created.
- d. ICS created under demonstration programs in 2006 and 2007 which has already been assessed the 5% system assessment.

3. Except as provided in Sections 3.A.2. and 3.A.4., Extraordinary Conservation ICS can only be created if such water would have otherwise been beneficially used.

4. The maximum total amount of Extraordinary Conservation ICS that can

be created during any Year is limited to the following:

- a. 400,000 af for California Contractors;
- b. 125,000 af for Nevada Contractors; and
- c. 100,000 af for Arizona Contractors.

5. The maximum quantity of Extraordinary Conservation ICS that may be accumulated in all ICS Accounts, at any time, is limited to the following:

- a. 1.5 maf for California Contractors;
- b. 300,000 af for Nevada Contractors; and
- c. 300,000 af for Arizona Contractors.

6. Except as provided in Sections 3.A.2. and 3.A.4., no category of surplus water can be used to create Extraordinary Conservation ICS.

7. The quantity of Extraordinary Conservation ICS remaining in an ICS Account at the end of each Year shall be diminished by annual evaporation losses of 3%. Losses shall be applied annually to the end-of-the-Year balance of Extraordinary Conservation ICS beginning in the Year after the ICS is created and continuing until no Extraordinary Conservation ICS remains in Lake Mead. No evaporation losses shall be assessed during a Year in which the Secretary has determined a Shortage Condition.

8. Extraordinary Conservation ICS from a project within a state may only be credited to the ICS Account of a Contractor within that state that has funded or implemented the project creating ICS, or to the ICS Account of a Contractor within the same state as the funding entity and project and with written agreement of the funding entity.

9. A Contractor must notify Reclamation of the amount of ICS it wishes to create for the subsequent Year pursuant to an existing, approved plan. A Contractor may request mid-Year modification(s) to reduce the amount of ICS created during that Year, subject to the requirements of this Section 3.B. A Contractor cannot increase the amount of ICS it had previously scheduled to create during the Year.

C. Delivery of ICS

The Secretary shall deliver ICS in accordance with the following conditions:

1. The delivery shall be consistent with the terms of a Delivery Agreement with a Contractor regarding ICS.

2. The Secretary has determined an ICS Surplus Condition.

3. The existence of Forbearance Agreements necessary to bring the delivery of the ICS into compliance with Articles II(B)(2) and II(B)(6) of the Consolidated Decree.

4. A limitation on the total amount of Extraordinary Conservation ICS that may be delivered in any Year is as follows:

- a. 400,000 af for California Contractors;
 - b. 300,000 af for Nevada Contractors; and
 - c. 300,000 af for Arizona Contractors.
5. If the May 24-Month Study for that Year indicates that a Shortage Condition would be determined in the succeeding Year if the requested amounts for the current Year under Section 3.C. were delivered, the Secretary may deliver less than the amounts of ICS requested to be delivered.

6. If the Secretary releases Flood Control Surplus water, Extraordinary Conservation ICS accumulated in ICS Accounts shall be reduced by the amount of the Flood Control Surplus on an acre-foot for acre-foot basis until no Extraordinary Conservation ICS remains. The reductions to the ICS Accounts shall be shared on a pro-rata basis among all Contractors that have accumulated Extraordinary Conservation ICS.

7. If a Contractor has an overrun payback obligation, as described in the October 10, 2003 Inadvertent Overrun and Payback Policy or Exhibit C to the October 10, 2003 Colorado River Water Delivery Agreement, the Contractor must pay the overrun payback obligation in full before requesting or receiving delivery of ICS. The Contractor's ICS Account shall be reduced by the amount of the overrun payback obligation in order to pay the overrun payback obligation.

8. If more ICS is delivered to a Contractor than is actually available for delivery to the Contractor in that Year, then the excess ICS delivered shall be treated as an inadvertent overrun until it is fully repaid.

9. A Contractor may request mid-Year modification(s) to increase or reduce the amount of ICS to be delivered during that Year because of changed conditions, emergency, or hardship, subject to the requirements of this Section 3.C.

10. The Contractor shall agree in the Delivery Agreement that the records of the Contractor relating to the creation of ICS shall be open to inspection by the Secretary and by any Contractor or Basin State.

D. Accounting for ICS

The Secretary shall develop procedures to account for and verify, on an annual basis, ICS creation and delivery. At a minimum such procedures shall include the following:

1. A Contractor shall submit for the Secretary's review and verification, appropriate information, as determined by the Secretary, contained in a Certification Report, to demonstrate the amount of ICS created and that the method of creation was consistent with the Contractor's approved ICS plan, a Forbearance Agreement, and a Delivery Agreement. Such information shall be submitted in the Year following the creation of the ICS.

2. The Secretary, acting through the Lower Colorado Regional Director, shall verify the information submitted pursuant to this section, and provide a final written decision to the Contractor regarding the amount of ICS created. The results of such final written decisions shall be made available to the public through publication pursuant to Section 3.D.3. and other appropriate means. A Contractor and any party to an applicable Forbearance Agreement may appeal the Regional Director's verification decision first to the Regional Director and then to the Secretary; and through judicial processes.

3. Each Year the Water Accounting Report will be supplemented to include ICS Account balance information for each Contractor and shall address ICS creation, deliveries, amounts no longer available for delivery due to releases for flood control purposes, deductions pursuant to Section 3.B.2., deductions due to annual evaporation losses pursuant to Section 3.B.7., any amounts of ICS converted to Extraordinary Conservation ICS, and ICS remaining available for delivery.

Section 4. Implementation of Developed Shortage Supply

[Content of 2001 ISG Section 4., Effective Period & Termination, is now found at Section 8., as modified herein.]

A. Categories of DSS

1. Tributary Conservation DSS

A Contractor may create Tributary Conservation DSS by purchasing documented water rights on Colorado River System tributaries within the Contractor's state if there is documentation that the water rights have been used for a significant period of Years and that the water rights were perfected prior to June 25, 1929 (the effective date of the Boulder Canyon Project Act). The actual amount of any Tributary Conservation DSS introduced to the Mainstream shall be subject to verification by the Secretary as provided in Section 4.D. Tributary Conservation DSS may be delivered for Domestic Use only.

2. Imported DSS

A Contractor may create Imported DSS by introducing non-Colorado River System water in that Contractor's state into the Mainstream, making sufficient arrangements with the Secretary, contractual or otherwise, to ensure no interference with the Secretary's management of Colorado River System reservoirs and regulatory structures. Any arrangement shall provide that the Contractor must obtain appropriate permits or other authorizations required by state and federal law. The actual amount of any Imported DSS introduced to the Mainstream shall be subject to verification by the Secretary as provided in Section 4.D.

B. Creation of DSS

A Contractor may only create DSS in accordance with the following conditions:

1. A Contractor shall submit a plan for the creation of DSS to the Secretary demonstrating how all requirements of these Guidelines will be met in the Contractor's creation of DSS. Until such plan is reviewed and approved by the Secretary, subject to such environmental compliance as may be required, such plan, or any DSS purportedly created through it, shall not be a basis for creation of DSS. A DSS plan will consist of at a minimum the following information:

- a. Project description, including what extraordinary measures will be taken to conserve or import water;
- b. Term of the activity;
- c. Estimate of the amount of water that will be conserved or imported;
- d. Proposed methodology for verification of the amount of water conserved or imported; and
- e. Documentation regarding any state or federal permits or other regulatory approvals that have already been obtained by the Contractor or that need to be obtained prior to creation of DSS.

A Contractor may modify its approved plan for creation of DSS during any Year, subject to approval by the Secretary.

2. There shall be a one-time deduction of five percent (5%) from the amount of DSS in the Year of its creation. This system assessment shall result in additional system water in storage in Lake Mead.

3. DSS may only be created during a Year when the Secretary has determined a Shortage Condition.

4. DSS may only be created by a project that is approved by the Secretary for creation prior to the Secretary determining a Shortage Condition.

5. A Contractor must notify Reclamation of the amount of DSS it

wishes to create for the subsequent Year pursuant to an existing, approved plan. A Contractor may request mid-Year modification(s) to reduce the amount of DSS created during that Year, subject to the requirements of this Section 4.B. A Contractor cannot increase the amount of DSS it had previously scheduled to create during the Year.

C. Delivery of DSS

The Secretary shall deliver DSS in accordance with the following conditions:

1. The delivery shall be consistent with the terms of a Delivery Agreement with a Contractor regarding DSS.

2. The Secretary has determined a Shortage Condition.

3. Delivery of DSS shall not cause the total deliveries within the Lower Division states to reach or exceed 7.5 maf in any Year.

4. Delivery of DSS shall be in accordance with Article II(B)(3) of the Consolidated Decree.

5. If a Contractor has an overrun payback obligation, as described in the October 10, 2003 Inadvertent Overrun and Payback Policy or Exhibit C to the October 10, 2003 Colorado River Water Delivery Agreement, the Contractor must pay the overrun payback obligation in full before requesting or receiving delivery of DSS. The Contractor's DSS Account shall be reduced by the amount of the overrun payback obligation in order to pay the overrun payback obligation.

6. If more DSS is delivered to a Contractor than is actually available for delivery to the Contractor in that Year, then the excess DSS delivered shall be treated as an inadvertent overrun until it is fully repaid.

7. A Contractor may request mid-Year modification(s) to increase or reduce the amount of DSS to be delivered during that Year because of changed conditions, emergency, or hardship, subject to the requirements of this Section 4.C.

8. The Contractor shall agree in the Delivery Agreement that the records of the Contractor relating to the creation of DSS shall be open to inspection by the Secretary or by any Contractor or Basin State.

9. DSS may only be delivered in the Year of its creation. Any DSS not delivered pursuant to this Section 4.C. in the Year it is created may not be converted to Extraordinary Conservation ICS.

D. Accounting for DSS

The Secretary shall develop procedures to account for and verify, on an annual basis, DSS creation and

delivery. At a minimum such procedures shall include the following:

1. A Contractor shall submit for the Secretary's review and verification appropriate information, as determined by the Secretary, contained in a Certification Report, to demonstrate the amount of DSS created and that the method of creation was consistent with the Contractor's approved DSS plan and a Delivery Agreement. Such information shall be submitted in the Year following the creation of the DSS.

2. The Secretary, acting through the Lower Colorado Regional Director, shall verify the information submitted pursuant to this section, and provide a final written decision to the Contractor regarding the amount of DSS created. The results of such final written decisions shall be made available to the public through publication pursuant to Section 4.D.3. and other appropriate means. The Contractor may appeal the Regional Director's verification decision first to the Regional Director and then to the Secretary; and through judicial processes.

3. Each Year the Water Accounting Report will be supplemented to include DSS information for each Contractor and shall address DSS creation, deliveries, and deductions pursuant to Section 4.B.2.

Section 5. California's Colorado River Water Use Plan Implementation Progress

A. Introduction

[Adopted January 16, 2001; Deleted December 13, 2007.]

B. California's Quantification Settlement Agreement

[Adopted January 16, 2001; Deleted December 13, 2007.]

C. California's Colorado River Water Use Reductions

The California Agricultural (Palo Verde Irrigation District, Yuma Project Reservation Division, Imperial Irrigation District, and Coachella Valley Water District) usage plus 14,500 af of Present Perfected Right (PPR) use would need to be at or below the following amounts at the end of the Year indicated in Years other than Quantified or Flood Control Surplus (for Decree accounting purposes all reductions must be within 25,000 af of the amounts stated):

Benchmark date (calendar year)	Benchmark quantity (California agricultural usage & 14,500 AF of PPR use in MAF)
2003	⁶ 3.75
2006	⁶ 3.64

Benchmark date (calendar year)	Benchmark quantity (California agricultural usage & 14,500 AF of PPR use in MAF)
2009	⁷ 3.60
2012	3.47

In the event that California has not reduced its use in accordance with the limits set forth above in any Year in which the Benchmark Quantity applies, the surplus determination under Section 2.B.2. of these Guidelines will be suspended and will instead be based upon the 70R Strategy, for up to the remainder of the term of these Guidelines. If however, California meets the missed Benchmark Quantity before the next Benchmark Date or the 2012 Benchmark Quantity after 2012, the surplus determination under Section 2.B.2. shall be reinstated as the basis for the surplus determination under the AOP for the next following Year(s).

As part of the AOP process during the Interim Period of these Guidelines, California shall report to the Secretary on its progress in implementing its California Colorado River Water Use Plan.

Section 6. Coordinated Operation of Lake Powell and Lake Mead During the Interim Period

[Content of 2001 ISG Section 6., Authority, is now found at Section 9., as modified herein.]

During the Interim Period, the Secretary shall coordinate the operations of Lake Powell and Lake Mead according to the strategy set forth in this Section 6. The objective of the operation of Lake Powell and Lake Mead as described herein is to avoid curtailment of uses in the Upper Basin, minimize shortages in the Lower Basin and not adversely affect the yield for development available in the Upper Basin.

The August 24-Month Study projections of the January 1 system storage and reservoir water surface elevations, for the following Water Year, shall be used to determine the applicable operational tier for the coordinated operation of Lake Powell and Lake Mead as specified in the table below.

Consistent with the provisions of this Section 6, equalization or balancing of storage in Lake Powell and Lake Mead shall be achieved as nearly as is

⁶ The Benchmark Quantities in 2003 and 2006 were met.

⁷ The 2009 Benchmark Quantity is modified from 3.53 maf due to construction delays that have been experienced for the All-American Canal Lining Project.

practicable by the end of each Water Year. When equalizing or balancing the contents of the reservoirs, scheduled Water Year releases from Lake Powell will be adjusted each month based on forecasted inflow, and projected September 30 Active Storage at Lake Powell and Lake Mead. In this Section 6, the term "storage" shall mean Active Storage.

When determining lake elevations and contents under this Section 6, no adjustment shall be made for ICS.

Coordinated operation of Lake Powell and Lake Mead as described herein will be presumed to be consistent with the Section 602(a) storage requirement contained in the Colorado River Basin Project Act.

Releases from Lake Powell for coordinated operations will be consistent with the parameters of the Record of Decision for the Glen Canyon Dam Final Environmental Impact Statement and the Glen Canyon Dam

Operating Criteria (62 Fed. Reg. 9447, March 3, 1997).

Notwithstanding the quantities set forth in this Section 6, the Secretary shall evaluate and take additional necessary actions, as appropriate, at critical elevations in order to avoid Lower Basin shortage determinations as reservoir conditions approach critical thresholds. Any actions shall also be consistent with avoidance of curtailment of consumptive uses in the Upper Basin.

Lake Powell Operational Tiers (subject to April adjustments or mid-year review modifications)		
Lake Powell Elevation (feet)	Lake Powell Operational Tier	Lake Powell Active Storage (maf)
3,700	Equalization Tier Equalize, avoid spills or release 8.23 maf	24.32
3,636 – 3,666 (see table below)	----- Upper Elevation Balancing Tier release 8.23 maf; if Lake Mead < 1,075 feet, balance contents with a min/max release of 7.0 and 9.0 maf	15.54 – 19.29 (2008 – 2026)
3,575	----- Mid-Elevation Release Tier release 7.48 maf; if Lake Mead < 1,025 feet, release 8.23 maf	9.52
3,525	----- Lower Elevation Balancing Tier balance contents with a min/max release of 7.0 and 9.5 maf	5.93
3,370		0

April adjustments to Lake Powell operations in the Upper Elevation Balancing Tier (as specified in Sections 6.B.3. and 6.B.4.) shall be based on the April 24-Month Study projections of the September 30 system storage and reservoir water surface elevations for the current Water Year. Any such adjustments shall not require re-initiation of the AOP consultation process. In making these projections, the Secretary shall utilize the April 1 final forecast of the April through July runoff, currently provided by the National Weather Service's Colorado Basin River Forecast Center.

A. Equalization Tier

In each Water Year, the Lake Powell equalization elevation will be as follows:

**LAKE POWELL EQUALIZATION
ELEVATION TABLE**

Water year	Elevation (feet)
2008	3,636
2009	3,639
2010	3,642
2011	3,643
2012	3,645
2013	3,646
2014	3,648
2015	3,649
2016	3,651
2017	3,652
2018	3,654
2019	3,655
2020	3,657
2021	3,659
2022	3,660
2023	3,662
2024	3,663

**LAKE POWELL EQUALIZATION
ELEVATION TABLE—Continued**

Water year	Elevation (feet)
2025	3,664
2026	3,666

1. In Water Years when Lake Powell elevation is projected on January 1 to be at or above the elevation stated in the Lake Powell Equalization Elevation Table, an amount of water will be released from Lake Powell to Lake Mead at a rate greater than 8.23 maf per Water Year to the extent necessary to avoid spills, or equalize storage in the two reservoirs, or otherwise to release 8.23 maf from Lake Powell. The Secretary shall release at least 8.23 maf per Water

Year and shall release additional water to the extent that the additional releases will not cause Lake Powell content to be below the elevation stated in the Lake Powell Equalization Elevation Table or cause Lake Mead content to exceed that of Lake Powell; provided, however, if Lake Powell reaches the elevation stated in the Lake Powell Equalization Elevation Table for that Water Year and the September 30 projected Lake Mead elevation is below elevation 1,105 feet, the Secretary shall release additional water from Lake Powell to Lake Mead until the first of the following conditions is projected to occur on September 30: (i) The reservoirs fully equalize; (ii) Lake Mead reaches elevation 1,105 feet; or (iii) Lake Powell reaches 20 feet below the elevation in the Lake Powell Equalization Elevation Table for that year.

B. Upper Elevation Balancing Tier

1. In Water Years when the projected January 1 Lake Powell elevation is below the elevation stated in the Lake Powell Equalization Elevation Table and at or above 3,575 feet, the Secretary shall release 8.23 maf from Lake Powell if the projected January 1 Lake Mead elevation is at or above 1,075 feet.

2. If the projected January 1 Lake Powell elevation is below the elevation stated in the Lake Powell Equalization Elevation Table and at or above 3,575 feet and the projected January 1 Lake Mead elevation is below 1,075 feet, the Secretary shall balance the contents of Lake Mead and Lake Powell, but shall release not more than 9.0 maf and not less than 7.0 maf from Lake Powell in the Water Year.

3. When operating in the Upper Elevation Balancing Tier, if the April 24-Month Study projects the September 30 Lake Powell elevation to be greater than the elevation in the Lake Powell Equalization Elevation Table, the Equalization Tier will govern the operation of Lake Powell for the remainder of the Water Year (through September).

4. When operating under Section 6.B.1, if the April 24-Month Study projects the September 30 Lake Mead elevation to be below 1,075 feet and the September 30 Lake Powell elevation to be at or above 3,575 feet, the Secretary shall balance the contents of Lake Mead and Lake Powell, but shall release not more than 9.0 maf and not less than 8.23 maf from Lake Powell in the Water Year.

5. When Lake Powell is projected to be operating under Section 6.B.2. and more than 8.23 maf is projected to be released from Lake Powell during the upcoming Water Year, the Secretary shall recalculate the August 24-Month

Study projection of the January 1 Lake Mead elevation to include releases above 8.23 maf that are scheduled to be released from Lake Powell during the months of October, November, and December of the upcoming Water Year, for the purposes of determining Normal or Shortage conditions pursuant to Sections 2.A. or 2.D. of these Guidelines.

C. Mid-Elevation Release Tier

1. In Water Years when the projected January 1 Lake Powell elevation is below 3,575 feet and at or above 3,525 feet, the Secretary shall release 7.48 maf from Lake Powell in the Water Year if the projected January 1 elevation of Lake Mead is at or above 1,025 feet. If the projected January 1 Lake Mead elevation is below 1,025 feet, the Secretary shall release 8.23 maf from Lake Powell in the Water Year.

D. Lower Elevation Balancing Tier

1. In Water Years when the projected January 1 Lake Powell elevation is below 3,525 feet, the Secretary shall balance the contents of Lake Mead and Lake Powell, but shall release not more than 9.5 maf and not less than 7.0 maf from Lake Powell in the Water Year.

Section 7. Implementation of Guidelines

[Content of 2001 ISG Section 7, Modeling and Data Authority, is now found at Section 7.A., as modified herein.]

A. AOP Process

During the Interim Period, the Secretary shall utilize the AOP process to determine operations under these Guidelines concerning the coordinated operations of Lake Powell and Lake Mead pursuant to Section 6 of these Guidelines, and the allocation of apportioned but unused water from Lake Mead and the determinations concerning whether Normal, Surplus or Shortage conditions shall apply for the delivery of water from Lake Mead, pursuant to Section 1 and Section 2 of these Guidelines.

B. Consultation

The Secretary shall consult on the implementation of these Guidelines in circumstances including but not limited to the following:

1. The Secretary shall first consult with all the Basin States before making any substantive modification to these Guidelines.

2. Upon a request for modification of these Guidelines, or upon a request to resolve any claim or controversy arising under these Guidelines or under the

operations of Lake Powell and Lake Mead pursuant to these Guidelines or any other applicable provision of federal law, regulation, criteria, policy, rule, or guideline, or regarding application of the 1944 Treaty that has the potential to affect domestic management of Colorado River water, the Secretary shall invite the Governors of all the Basin States, or their designated representatives, and the Department of State and USIBWC as appropriate, to consult with the Secretary in an attempt to resolve such claim or controversy by mutual agreement.

3. In the event projections included in any monthly 24-Month Study indicate Lake Mead elevations may approach an elevation that would trigger shortages in deliveries of water from Lake Mead in the United States, the Secretary shall consult with the Department of State, the USIBWC and the Basin States on whether and how the United States may reduce the quantity of water allotted to Mexico consistent with the 1944 Treaty.⁸

4. Whenever Lake Mead is below elevation 1,025 feet, the Secretary shall consult with the Basin States annually to consider whether Colorado River hydrologic conditions, together with the anticipated delivery of water to the Lower Division States and Mexico, is likely to cause the elevation of Lake Mead to fall below 1,000 feet. Upon such a consideration, the Secretary shall consult with the Basin States to discuss further measures that may be undertaken. The Secretary shall implement any additional measures consistent with applicable federal law.

5. During the Interim Period the Secretary shall consult with the Basin States regarding the administration of ICS.

6. During the Interim Period the Secretary shall consult with the Basin States regarding the creation of ICS through other extraordinary conservation measures pursuant to Section 3.A.1.h.

7. During the Interim Period the Secretary shall consult with the Basin States regarding the creation of System Efficiency ICS pursuant to Section 3.A.3.

8. The Secretary shall consult with the Basin States to evaluate actions at critical elevations that may avoid

⁸ These Guidelines are not intended to constitute an interpretation or application of the 1944 Treaty or to represent current United States policy or a determination of future United States policy regarding deliveries to Mexico. The United States will conduct all necessary and appropriate discussions regarding the proposed federal action and implementation of the 1944 Treaty with Mexico through the IBWC in consultation with the Department of State.

shortage determinations as reservoir elevations approach critical thresholds.

C. Mid-Year Review

In order to allow for better overall water management during the Interim Period, the Secretary may undertake a mid-year review to consider revisions to the AOP. The Secretary shall initiate a mid-year review if requested by any Basin State or by the Upper Colorado River Commission. In the mid-year review, the Secretary may modify the AOP to make a determination that a different operational tier (Section 2.A., B., or D., or Section 6.A., B., C., or D.) than that determined in the AOP will apply for the remainder of the Year or Water Year as appropriate, or that an amount of water other than that specified in the applicable operational tier will be released for the remainder of the Year or Water Year as appropriate. The determination of modification of the AOP shall be based upon an evaluation of the objectives to avoid curtailment of uses in the Upper Basin, minimize shortages in the Lower Basin and not adversely affect the yield for development available in the Upper Basin. In undertaking such a mid-year review, the Secretary shall utilize the April 1 final forecast of the April through July runoff, currently provided by the National Weather Service's Colorado Basin River Forecast Center, and other relevant factors such as actual runoff conditions, actual water use, and water use projections. For Lake Mead, the Secretary shall revise the determination in any mid-year review for the current Year only to allow for additional deliveries from Lake Mead pursuant to Section 2 of these Guidelines.

D. Operations During Interim Period

These Guidelines implement the LROC and may be reviewed concurrently with the LROC five-year review. The Secretary will base annual determinations regarding the operations of Lake Powell and Lake Mead on these Guidelines unless extraordinary circumstances arise. Such circumstances could include operations that are prudent or necessary for safety of dams, public health and safety, other emergency situations, or other unanticipated or unforeseen activities arising from actual operating experience.

Beginning no later than December 31, 2020, the Secretary shall initiate a formal review for purposes of evaluating the effectiveness of these Guidelines. The Secretary shall consult with the Basin States in initiating this review.

Procedures will be established for implementation of ICS and DSS by Reclamation's Lower Colorado Regional Director.

Section 8. Interim Period and Termination

[Adopted January 16, 2001; Deleted and Modified December 13, 2007.]

A. Interim Period

These Guidelines will be effective upon the date of execution of the ROD for Colorado River Interim Guidelines for Lower Basin Shortages and Coordinated Operations of Lake Powell and Lake Mead and will, unless subsequently modified, remain in effect through December 31, 2025 (through preparation of the 2026 AOP).

The Department promulgated these Guidelines based on consideration of multiple sources of information, including existing applicable guidelines, information submitted by the general public, an Agreement and recommendation submitted by the representatives of the Governors of the seven Colorado Basin States, modeling, and other information contained in environmental compliance documentation. The Secretary recognizes that the Basin States' recommendation was developed with the intent to be consistent with existing law, as addressed by Section 9 of the April 23, 2007, Agreement among the Basin States.

The Secretary recognizes that differences exist with respect to interpretations of certain provisions contained in the Law of the River and the proper application of those provisions, including, for example, Section 602(a) of the Colorado River Basin Project Act of 1968. In lieu of a formal determination regarding such disputes, the Secretary will apply the operational criteria in these Guidelines. By way of further example, positions and rights concerning the calculation of the quantity of Section 602(a) storage and releases of water from Lake Powell are reserved. The Secretary, through the adoption of these Guidelines, makes no determination with respect to the correctness of any interpretation of Section 602(a) storage and release requirements or other positions of the individual Colorado River Basin States.

Actual operations under these Guidelines shall not represent interpretations of existing law by the Secretary, nor predetermine in any manner the means of operation that the Secretary may adopt following the Interim Period. Releases from Lake Powell or Lake Mead pursuant to these Guidelines shall not prejudice the

position or interests of either the Upper or Lower Division States, or any Colorado River Basin State, with respect to required storage or deliveries of water pursuant to applicable federal law, either during or after the Interim Period.

B. Effective Period—Special Provisions

1. The provisions for the delivery and accounting of ICS in Section 3 shall remain in effect through December 31, 2036, unless subsequently modified, for any ICS remaining in an ICS Account on December 31, 2026.

2. The provisions for the creation and delivery of Tributary Conservation ICS and Imported ICS in Section 3 shall continue in full force and effect until fifty years from the date of the execution of the ROD.

3. The provisions for the creation and delivery of DSS in Section 4 shall continue in full force and effect until fifty years from the date of the execution of the ROD.

C. Termination of Guidelines

Except as provided in Section 8.B., these Guidelines shall terminate on December 31, 2025 (through preparation of the 2026 AOP). At the conclusion of the effective period of these Guidelines, the operating criteria for Lake Powell and Lake Mead are assumed to revert to the operating criteria used to model baseline conditions in the Final Environmental Impact Statement for the Interim Surplus Guidelines dated December 2000 (i.e., modeling assumptions are based upon a 70R Strategy for the period commencing January 1, 2026 (for preparation of the 2027 AOP)).

Section 9. Authority

These Guidelines are issued pursuant to the authority vested in the Secretary by federal law, including the Boulder Canyon Project Act of 1928 (28 Stat. 1057), the Colorado River Storage Project Act (70 Stat. 105), and the Consolidated Decree issued by the U.S. Supreme Court in *Arizona v. California*, 547 U.S. 150 (2006) and shall be used to implement Articles II and III of the Criteria for the Coordinated Long-Range Operation of Colorado River Reservoirs Pursuant to the Colorado River Basin Project Act of September 30, 1968 (Pub. L. 90-537), as amended.

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Lower Colorado River Basin Intentionally Created Surplus Forbearance Agreement

The State of Arizona, acting through the Arizona Department of Water Resources (“ADWR”); the Palo Verde Irrigation District (“PVID”); the Imperial Irrigation District (“IID”); The City of Needles; the Coachella Valley Water District (“CVWD”); The Metropolitan Water District of Southern California (“MWD”); the Southern Nevada Water Authority (“SNWA”); and the Colorado River Commission of Nevada enter into this Lower Colorado River Basin Intentionally Created Surplus Forbearance Agreement (“Forbearance Agreement”) as follows:

Recitals

- A. The purposes of this Forbearance Agreement are to:
1. Encourage the efficient use and management of Colorado River water, and to increase the water supply in Colorado River system reservoirs, through the creation, release, and use of Intentionally Created Surplus (“ICS”);
 2. Help avoid shortages to the Lower Basin;
 3. Benefit both Lake Mead and Lake Powell;
 4. Increase the surface elevations of both Lakes Powell and Mead to higher levels than would have otherwise occurred; and
 5. Assure any Contractor that invests in conservation or augmentation to create ICS under this Forbearance Agreement that no Contractor within another state will claim the ICS created by the Contractor.
- B. The Parties to the Forbearance Agreement and their respective authority to forbear are as follows:
1. The Arizona Department of Water Resources, through its Director, is the successor to the signatory agency of the State for the 1922 Colorado River Compact, and the 1944 Contract for Delivery of Water with the United States, both authorized and ratified by the Arizona Legislature, A.R.S. §§ 45-1301 and 1311. Pursuant to A.R.S. § 45-107, the Director is authorized and directed, subject to the limitations in A.R.S. § 45-106, for and on behalf of the State of Arizona, to consult, advise and cooperate with the Secretary of the Interior of the United States (“Secretary”) with respect to the exercise by the Secretary of Congressionally authorized authority relative to the waters of the Colorado River (including, but not limited to, the Boulder Canyon Project Act of 1928, 43 U.S.C. § 617, and the Colorado River Basin Project Act of 1968, 43 U.S.C. § 1501) and with respect to the development, negotiation and execution of interstate agreements. Additionally, under A.R.S. § 45-

105(A)(9), the Director is authorized to “prosecute and defend all rights, claims and privileges of this state respecting interstate streams.”

2. SNWA is a Nevada joint powers agency and political subdivision of the State of Nevada, created by agreement dated July 25, 1991, as amended November 17, 1994, and January 1, 1996, pursuant to N.R.S. §§ 277.074 and 277.120. SNWA is authorized by N.R.S. § 538.186 to enter into this Forbearance Agreement and, pursuant to its contract issued under Section 5 of the Boulder Canyon Project Act of 1928, SNWA has the right to divert ICS released by the Secretary for use within the State of Nevada pursuant to the Consolidated Decree.
3. The Colorado River Commission of the State of Nevada (CRCN) is an agency of the State of Nevada, authorized generally by N.R.S. §§ 538.041 and 538.251. CRCN is authorized by N.R.S. § 538.161 (6), (7) to enter into this Agreement. The CRCN, in furtherance of the State of Nevada’s responsibility to promote the health and welfare of its people in Colorado River matters, makes this Agreement to supplement the supply of water in the Colorado River which is available for use in Nevada, augment the waters of the Colorado River, and facilitate the more flexible operation of dams and facilities by the Secretary.
4. PVID is an irrigation district created under the Palo Verde Irrigation District Act, codified at Section 33-1 *et seq.* of the Appendix to the California Water Code, and delivers Colorado River water in Riverside and Imperial Counties, California, pursuant to its contract issued under Section 5 of the Boulder Canyon Project Act of 1928.
5. IID is an irrigation district created under the California Irrigation District Law, codified at Section 20500 *et seq.* of the California Water Code, and delivers Colorado River water in Imperial County, California, pursuant to its contract issued under Section 5 of the Boulder Canyon Project Act of 1928.
6. CVWD is a county water district created under the California County Water District Law, codified at Section 30000 *et seq.* of the California Water Code, and delivers Colorado River water to portions of its service area in Imperial, Riverside, and San Diego Counties, California, pursuant to its contract issued under Section 5 of the Boulder Canyon Project Act of 1928 and the California Quantification Settlement Agreement.
7. MWD is a metropolitan water district created under the California Metropolitan Water District Act, codified at Section 109-1 *et seq.* of the Appendix to the California Water Code; and delivers Colorado River water to portions of its service area in Los Angeles, Orange, Riverside, San Bernardino, San Diego and Ventura Counties, California, pursuant to its contracts issued under Section 5 of the Boulder Canyon Project Act of 1928.

8. The City of Needles is a charter city duly authorized and existing under and by virtue of the laws of the State of California and delivers Colorado River water, either directly or by exchange, to portions of Imperial, Riverside, and San Bernardino Counties, California, pursuant to its contracts issued under Section 5 of the Boulder Canyon Project Act of 1928,

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the Parties hereby agree as follows:

Article 1

Definitions and Term

1.1 Definitions.

The definitions in the Interim Surplus Guidelines (“ISG”) described in the Record of Decision dated January 16, 2001, and modified by the ROD are hereby incorporated in this Forbearance Agreement. In addition, each of the following terms shall have the meaning defined here. All defined terms shall be identified by initial letter capitalization.

- A. “Certification Report” shall mean the written documentation provided by a Contractor pursuant to Article 2.5(B) that provides the Secretary with sufficient information to verify the quantity of ICS created and that the creation was consistent with the approved project exhibit, this Forbearance Agreement, the applicable Delivery Agreement, and the ROD.
- B. “Colorado River System” shall have the same meaning as defined in the 1922 Colorado River Compact.
- C. “Consolidated Decree” shall mean the Consolidated Decree entered by the United States Supreme Court in *Arizona v. California*, 126 S.Ct. 1543, 547 U.S. 150 (2006).
- D. “Contractor” shall mean a Boulder Canyon Project Act Section 5 Contractor or an entity receiving Mainstream water pursuant to other applicable federal statute or the Consolidated Decree.
- E. “Delivery Agreement” shall mean an agreement entered into by the Secretary of the Interior and one or more Contractors seeking to create ICS, providing for delivery of ICS according to the terms of this Forbearance Agreement and the ROD.
- F. “Forbearance Agreement” shall mean this Lower Colorado River Basin Intentionally Created Surplus Forbearance Agreement.

- G. “ICS” shall mean intentionally created surplus available for use under the terms and conditions of this Forbearance Agreement and a Delivery Agreement.
1. ICS created through extraordinary conservation, as provided for in Article 2.1 herein, shall be referred to as “Extraordinary Conservation ICS.”
 2. ICS created through tributary conservation, as provided for in Article 2.2 herein, shall be referred to as “Tributary Conservation ICS.”
 3. ICS created through system efficiency projects, as provided for in Article 2.3 herein, shall be referred to as “System Efficiency ICS.”
 4. ICS created through the importation of non-Colorado River System Water, as provided for in Article 2.4 herein, shall be referred to as “Imported ICS.”
- H. “ICS Account” shall mean a record established by the Secretary under the terms of this Forbearance Agreement, a Delivery Agreement, and the ROD.
- I. “ICS Declaration” shall mean a declaration of ICS made by the Secretary pursuant to the ROD, one or more Delivery Agreements and the provisions of this Forbearance Agreement.
- J. “Lower Division States” shall mean the Colorado River Basin States of Arizona, California, and Nevada.
- K. “Mainstream” shall have the same meaning as defined in the Consolidated Decree.
- L. “Parties” shall mean all of the signatories to this Forbearance Agreement.
- M. “ROD” shall mean the Record of Decision issued by the Secretary for the Development of Lower Basin Shortage Guidelines and Coordinated Management Strategies for Lake Powell and Lake Mead, Particularly Under Low Reservoir Conditions, and including the policy for implementation of ICS.
- N. “Year” shall mean calendar year.

1.2 Term of the Forbearance Agreement.

This Forbearance Agreement shall commence on the date of execution by all Parties and shall terminate December 31, 2025; provided, however, that any ICS remaining in an ICS

Account on December 31, 2025, may be released as provided herein until December 31, 2035.

1.3 Extended Term for Tributary Conservation ICS and Imported ICS.

Notwithstanding Article 1.2, the provisions of this Forbearance Agreement for creation, and release in the Year of creation, of Tributary Conservation ICS under Article 2.2 and Imported ICS under Article 2.4, shall continue in full force and effect after termination of this Forbearance Agreement until the earlier of (1) the termination of the period provided in the ROD for the creation, release, and use of Tributary Conservation ICS and Imported ICS, or (2) fifty years from the date of execution of this Forbearance Agreement. The amount of Tributary Conservation ICS and Imported ICS that may be created, released, and used through the end of the extended term provided by this Article 1.3 shall not exceed the amount shown in, and shall be consistent with, the attached Exhibits A and B for Tributary Conservation ICS and Imported ICS. Such ICS may be released during the extended term as provided herein. The obligations of the Parties under Articles 2.5, 2.6, 3, 4, and 5 shall continue with regard to such ICS.

1.4 Seven Colorado River Basin States' Agreement

Notwithstanding Articles 1.2 and 1.3 above, if one or more states withdraw from the agreement dated April 23, 2007, executed by the seven Colorado River Basin states, the Parties to this Forbearance Agreement shall consult to determine whether to continue this Forbearance Agreement in effect or to amend or terminate this Forbearance Agreement. In such event, the terms of this Forbearance Agreement shall continue in effect until the Parties have consulted and agreed to continue, amend, or terminate this Forbearance Agreement. In the event of termination, all Parties shall be relieved from the terms hereof and this Forbearance Agreement shall be of no further force or effect.

Article 2
Creation and Release of ICS

2.1 Extraordinary Conservation ICS

Pursuant to procedures set forth in the ROD, any applicable Delivery Agreements, and this Forbearance Agreement, Extraordinary Conservation ICS may be created only through the following activities:

- A. Fallowing of land that currently is, historically was, and otherwise would have been irrigated in the next Year.
- B. Canal lining programs.
- C. Desalination programs in which the desalinated water is used in lieu of Mainstream water.
- D. Extraordinary conservation programs that existed on January 1, 2006.

- E. Demonstration Extraordinary Conservation ICS programs pursuant to a letter agreement entered into between the United States Bureau of Reclamation and the Contractor prior to the effective date of the ROD.
- F. Tributary Conservation ICS created under Article 2.2 hereto and not released in the Year created.
- G. Imported ICS created under Article 2.4 hereto and not released in the Year created.
- H. Other extraordinary conservation measures, including development and acquisition of a non-Colorado River System water supply used in lieu of Mainstream water within the same state, as agreed upon by the Parties pursuant to this Forbearance Agreement.

2.2 Tributary Conservation ICS

Pursuant to procedures set forth in the ROD, a Contractor may create Tributary Conservation ICS by purchasing documented water rights on Colorado River System tributaries within the Contractor's state if there is documentation that the water rights have been used for a significant period of years and that the water rights were perfected prior to June 25, 1929 (the effective date of the Boulder Canyon Project Act of 1928). The quantity of Tributary Conservation ICS that may be created shall be limited to the quantity of water set forth in Exhibit A, and shall in no event be more than the quantity of such water the Secretary verifies actually flows into Lake Mead. Any Tributary Conservation ICS not released or deducted pursuant to Article 2.5(C) in the Year it was created will be converted to Extraordinary Conservation ICS at the request of the Contractor and will be subject to all provisions of this Forbearance Agreement applicable to Extraordinary Conservation ICS.

2.3 System Efficiency ICS

Pursuant to procedures set forth in the ROD, a Contractor may make contributions of capital to the Secretary for use in Secretarial projects designed to realize efficiencies that save water that would otherwise be lost from the Mainstream in the United States. An amount of water equal to a portion of the water saved may be made available to contributing Contractors by the Secretary as System Efficiency ICS. System efficiency projects are only intended to provide temporary water supplies and System Efficiency ICS will not be available for permanent use. The System Efficiency ICS will be released to the capital contributor on a predetermined schedule of annual deliveries for a period of years as agreed by the Parties.

2.4 Imported ICS

Pursuant to procedures set forth in the ROD, a Contractor may create Imported ICS by introducing non-Colorado River System water in that Contractor's state into the Mainstream. Contractors proposing to create Imported ICS shall make sufficient arrangements with the Secretary, contractual or otherwise, to guarantee that the creation of Imported ICS shall cause no harm to the Secretary's management of the Colorado River System. These arrangements shall provide that the Contractor must obtain appropriate permits or other authorizations required by state law and that the actual amount of water introduced to the Mainstream

would be reported to the Secretary on an annual basis. Any Imported ICS not released or deducted pursuant to Article 2.5(C) in the Year it was created will be converted to Extraordinary Conservation ICS at the request of the Contractor and will be subject to all provisions of this Forbearance Agreement applicable to Extraordinary Conservation ICS.

2.5 Creation of ICS

A Contractor may create ICS subject to the following conditions:

- A. Pursuant to procedures set forth in the ROD, a Contractor shall submit a plan for the creation of ICS to the Secretary and the Lower Division States demonstrating how all requirements of this Forbearance Agreement will be met in the Contractor's creation of ICS. System Efficiency ICS with an approved multi-year plan shall not require annual approval by the Secretary or consultation with the Lower Division States. Until such plan is reviewed and approved by the Secretary annually in consultation with the Lower Division States, such ICS plan, or any ICS purportedly created through it, cannot be a basis for an ICS Declaration. A Contractor may modify its plan for creation of ICS during any Year, subject to approval by the Secretary in consultation with the Lower Division States.
- B. Pursuant to procedures set forth in the ROD, a Contractor that creates ICS shall submit a Certification Report to the Secretary demonstrating the amount of ICS created and that its creation was consistent with this Forbearance Agreement and the ROD. The Secretary shall verify the information in the Certification Report in consultation with the Lower Division States, and provide a final written decision to the Parties. Any Party may appeal the Secretary's verification of the Certification Report through administrative and judicial processes.
- C. There shall be a one-time deduction of five percent (5%) from the amount of ICS in the Year of its creation. This deduction results in additional water in storage in Lake Mead for future use in accordance with the Consolidated Decree, the Interim Surplus Guidelines, and the ROD. This provision shall not apply to:
 - 1. System Efficiency ICS created pursuant to Article 2.3 of this Forbearance Agreement because a large portion of the water saved by this type of project will increase the quantity of water in storage.
 - 2. Extraordinary Conservation ICS created by conversion of Tributary Conservation ICS that was not released in the Year created, pursuant to Article 2.1(F) of this Forbearance Agreement, because 5% of the ICS is deducted at the time the Tributary Conservation ICS is created.
 - 3. Extraordinary Conservation ICS created by conversion of Imported ICS that was not released in the Year created, pursuant to Article 2.1(G) of this Forbearance Agreement, because 5% of the ICS is deducted at the time the Imported ICS is created.
- D. In addition to the conditions described above, creation of Extraordinary Conservation ICS is subject to the following conditions:

1. Except as provided in Articles 2.2 and 2.4, Extraordinary Conservation ICS can only be created if such water would have otherwise been beneficially used.
2. The maximum total amount of Extraordinary Conservation ICS that can be created during any Year is limited to the following:
 - a. 400,000 acre-feet for California Contractors;
 - b. 125,000 acre-feet for Nevada Contractors; and
 - c. 100,000 acre-feet for Arizona Contractors.
3. The maximum quantity of Extraordinary Conservation ICS that may be accumulated in all ICS Accounts, at any time, is limited to the following:
 - a. 1,500,000 acre-feet for California Contractors;
 - b. 300,000 acre-feet for Nevada Contractors; and
 - c. 300,000 acre-feet for Arizona Contractors.
4. Except as provided in Articles 2.2 and 2.4, no category of surplus water can be used to create Extraordinary Conservation ICS.
5. The quantity of Extraordinary Conservation ICS remaining in an ICS Account at the end of each Year shall be diminished by annual evaporation losses, as determined by the Secretary in consultation with the Lower Division States, provided that such losses shall not exceed three percent (3%). Losses shall be applied annually to the end-of-the-Year balance of Extraordinary Conservation ICS beginning in the Year after the ICS is created and continuing until no Extraordinary Conservation ICS remains in Lake Mead. No evaporation losses shall be assessed during a Year in which the Secretary has declared a shortage.
6. Extraordinary Conservation ICS from a project within a state may only be credited to the ICS Account of a Contractor within that state that has funded or implemented the project creating the ICS, or to the ICS Account of a Contractor within the same state as the funding entity and project and with written agreement of the funding entity.

2.6 Request for Release of ICS

A Contractor that has created ICS may request that the Secretary release its ICS subject to the following conditions:

- A. If a Contractor has an overrun payback obligation, as described in the October 10, 2003 Inadvertent Overrun and Payback Policy or Exhibit C to the October 10, 2003 Colorado River Water Delivery Agreement, the Contractor must pay the overrun payback obligation in full before requesting or receiving a release of any ICS. The Contractor may request that the amount of ICS in the Contractor's ICS Account be reduced by the amount of the overrun payback obligation in order to pay the overrun payback obligation.
- B. ICS shall only be released pursuant to an ICS Declaration.

- C. In addition to the conditions described above, a Contractor's request for release of Extraordinary Conservation ICS is subject to the following conditions:
1. The total amount of Extraordinary Conservation ICS that may be released in any Year is limited to the following:
 - a. 400,000 acre-feet for California Contractors;
 - b. 300,000 acre-feet for Nevada Contractors; and
 - c. 300,000 acre-feet for Arizona Contractors;
 2. If the May, 24-month study for that Year indicates that a shortage condition would be declared in the succeeding Year if the requested amounts for the current Year under Article 2.6 were released, the Secretary may release less than the amounts of ICS requested to be released.
 3. If the Secretary releases Flood Control Surplus water, Extraordinary Conservation ICS accumulated in ICS Accounts shall be reduced by the amount of the Flood Control Surplus on an acre-foot for acre-foot basis until no Extraordinary Conservation ICS remains. The reductions to the ICS Accounts shall be shared on a pro-rata basis among all Contractors that have accumulated Extraordinary Conservation ICS unless otherwise agreed to by the Contractors.

2.7 Additional Terms Regarding Creation and Release of ICS

It is the specific intent of the Parties that the terms, conditions and procedures regarding the creation and release of ICS contained in this Article 2 will be applied in conformance with additional terms, conditions and procedures governing the creation and release of ICS contained in any Delivery Agreement.

Article 3 Forbearance

- 3.1 In the absence of forbearance, surplus water is apportioned for use according to the percentages provided in Article II(B)(2) of the Consolidated Decree. The Parties respectively agree as follows:
- A. ADWR hereby forbears:
 1. Any right the State of Arizona may have to delivery of any ICS released in accordance with the terms and conditions set forth in this Forbearance Agreement and any applicable Delivery Agreement for use within the State of California or the State of Nevada.
 2. Any right the State of Arizona may have to the release and delivery of water for direct delivery domestic use to entities in California or Nevada under a Domestic Surplus as described in any applicable Delivery Agreement and the ROD.
 - B. PVID, IID, CVWD, the City of Needles and MWD hereby forbear:

1. Any right they may have to delivery of any ICS released in accordance with the terms and conditions set forth in this Forbearance Agreement and any applicable Delivery Agreement for use within the State of Arizona or the State of Nevada.
 2. Any right they may have to the release and delivery of water for direct delivery domestic use to entities in Arizona or Nevada under a Domestic Surplus as described in any applicable Delivery Agreement and the ROD.
- C. SNWA and CRCN hereby forbear:
1. Any right SNWA or the State of Nevada may have to delivery of any ICS released in accordance with the terms and conditions set forth in this Forbearance Agreement and any applicable Delivery Agreement for use within the State of Arizona or the State of California.
 2. Any right SNWA or the State of Nevada may have to the release and delivery of water for direct delivery domestic use to entities in Arizona or California under a Domestic Surplus as described in any applicable Delivery Agreement and the ROD.
- 3.2 Notwithstanding the foregoing forbearance of ICS, the Parties only forbear with respect to ICS that is created pursuant to exhibits attached to and incorporated within this Forbearance Agreement. This Forbearance Agreement incorporates Exhibits A through O as of the date of execution. Additional exhibits may be added to this Forbearance Agreement after written approval of all of the Parties. Such approval shall not be unreasonably withheld.
- 3.3 The Parties do not forbear any right to the release or delivery of any water that is not described in Article 3.1.
- 3.4 Forbearance of all Parties is conditioned on the following:
- A. The execution, by the Secretary and any Contractor seeking to create ICS, of a Delivery Agreement providing that the Parties to this Forbearance Agreement are third-party beneficiaries of such Delivery Agreement.
 - B. The adoption by the Secretary of a ROD implementing an ICS program in substantial conformance with the provisions of this Forbearance Agreement and any Delivery Agreement.
 - C. The continued implementation of an ICS program that is in substantial conformance with this Forbearance Agreement and any Delivery Agreement, including:
 1. The availability of the verification and appeal process described in Article 2.5(B);
 2. The establishment and use of an ICS accounting procedure by the Secretary consistent with this Forbearance Agreement and any Delivery Agreement;
 3. The Secretary's annual declaration of Normal, Surplus (other than Quantified Surplus), or Shortage conditions based on conditions in Lake Mead with consideration of the amount of ICS accumulated by the Parties. The determination of the amount of Quantified

- Surplus shall not include the volume of accumulated Extraordinary Conservation ICS; and
4. The termination of Partial Domestic Surplus as defined in the Record of Decision dated January 16, 2001, upon issuance of the ROD.

Article 4

General Provisions

- 4.1 The records of any Party to this Forbearance Agreement that relate to the creation of ICS shall be open to inspection by any other Party.
- 4.2 The Parties to this Forbearance Agreement are hereby notified of A.R.S. § 38-511.
- 4.3 The Parties agree to comply with all applicable federal or state laws relating to equal opportunity and non-discrimination.
- 4.4 Except as provided in Article 3, including additional exhibits agreed upon by the Parties pursuant to Article 3.2, nothing in this Forbearance Agreement shall be deemed to diminish or waive the rights of any Party. The failure of any Party to enforce a provision of this Forbearance Agreement shall not be deemed to constitute a waiver of that provision. The execution of, and forbearance in compliance with, this Forbearance Agreement shall not be admissible against any Party in any action except for an action to enforce the terms of this Forbearance Agreement or a Delivery Agreement.
- 4.5 No Party to this Forbearance Agreement shall be considered to be in default in the performance of any obligations under this Forbearance Agreement when a failure of performance shall be due to uncontrollable forces. The term “uncontrollable force” shall mean any cause beyond the control of the party unable to perform such obligation, including but not limited to failure or threat of failure of facilities, flood, earthquake, storm, fire, lightning, and other natural catastrophes, epidemic, war, civil disturbance or disobedience, strike, labor dispute, labor or material shortage, sabotage, restraint by order of a court or regulatory agency of competent jurisdiction, and action or non-action by, or failure to obtain the necessary authorizations or approvals from, a federal governmental agency or authority, which by exercise of due diligence and foresight such party could not reasonably have been expected to overcome. Nothing contained herein shall be construed to require any party to settle any strike or labor dispute in which it is involved.
- 4.6 The Colorado River Board of California is created by, and operates under, California Water Code sections 12500 et seq. The California Water Code charges the CRB and its officers with the duty to confer with representatives of other States in the Colorado River basin, representatives of the United States, and others

concerning problems and measures relating to the development of the Colorado River Basin, the use of the water of the Colorado River System, and the protection of the interests therein of the State, and to negotiate and to make recommendations respecting such problems and measures. Under this authority, the CRB through its officers has participated in the negotiation of, and has made recommendations concerning, this Agreement and its exhibits. Although the CRB and the State of California are not Parties to this Agreement, the Parties agree to include the CRB and its officers in any consultations under this Agreement and in any negotiations related to amendment of this Agreement and its exhibits, including the addition of exhibits under Article 3.2.

Article 5

Notices

5.1 Notices and Requests

A. All notices and requests required or allowed under the terms of this Forbearance Agreement shall be in writing and shall be mailed first class postage paid to the following entities at the following addresses:

CRCN:
Colorado River Commission of Nevada
555 E. Washington Ave., Suite 3100
Las Vegas, NV 89101
Attn: Executive Director, Colorado River Commission

SNWA:
Southern Nevada Water Authority
1001 S. Valley View Boulevard
Las Vegas, NV 89153
Attn: General Manager

PVID:
Palo Verde Irrigation District
180 West 14th Avenue
Blythe, CA 92225
Attn: General Manager

IID:
Imperial Irrigation District
333 E. Barioni Boulevard
Imperial, CA 92251
Attn: General Manager

CVWD:
Coachella Valley Water District
P. O. Box 1058
Coachella, CA 92236
Attn: General Manager/Chief Engineer

City of Needles:
City of Needles
817 Third Street
Needles, CA 92363-2933
Attention: City Manager

MWD:
The Metropolitan Water District of Southern California
700 North Alameda Street
Los Angeles, CA 90012
Attn: General Manager

State of California:
Colorado River Board of California
770 Fairmont Avenue, Suite 100
Glendale, CA 91203-1068
Attn: Executive Director

State of Arizona:
Arizona Department of Water Resources
3550 North Central Avenue
Phoenix, AZ 85012
Attn: Director

B. Any Party may, at any time, change its mailing address by notice to the other Parties.

5.2 Notices and Requests by Facsimile

A. Notices and requests may be given by facsimile among the Parties in lieu of first class mail as provided in Article 5.1. Such facsimiles shall be deemed complete upon a receipt from the sender's facsimile machine indicating that the transmission was satisfactorily completed and after phone communication with administrative offices of the recipient notifying the recipient that a facsimile has been sent.

B. The facsimile numbers of the entities listed in Article 5.1(A) are as follows:

State of Arizona: (602) 771-8681 (Attn: Director)

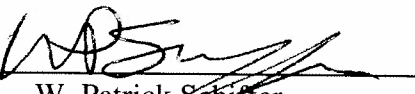
SNWA	(702) 258-3268 (Attn: General Manager)
CRCN	(702) 486-2670 (Attn: Executive Director, Colorado River Commission)
PVID	(760) 922-8294 (Attn: General Manager)
IID	(760) 339-9392 (Attn: General Manager)
CVWD	(760) 398-3711 (Attn: General Manager/Chief Engineer)
City of Needles	(760) 326-6765 (Attn: Mayor/City Manager)
MWD	(213) 217-5704 (Attn: General Manager)
CRB	(818) 543-4685 (Attn: Executive Director)

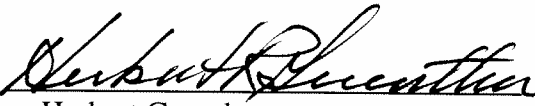
C. Any Party may, at any time, change its facsimile number by notice to the other Parties.

In Witness of this Forbearance Agreement, the Parties affix their official signatures below, acknowledging execution of this document on the 13 day of December, 2007.

Approved as to form:

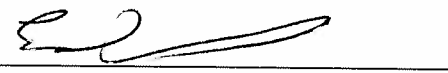
**THE STATE OF ARIZONA acting
through the ARIZONA
DEPARTMENT OF WATER
RESOURCES**

By: 
W. Patrick Schiffer
Chief Counsel

By: 
Herbert Guenther
Director

Attest:

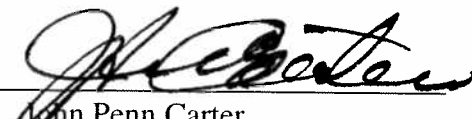
**PALO VERDE IRRIGATION
DISTRICT**

By: 
Edward W. Smith
General Manager

By: 
Charles VanDyke
Chair

Attest and Approved:

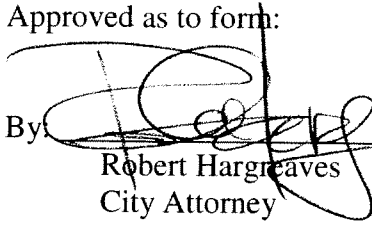
IMPERIAL IRRIGATION DISTRICT

By: 
John Penn Carter
Legal Counsel

By: 
Stella Altamirano-Mendoza
President

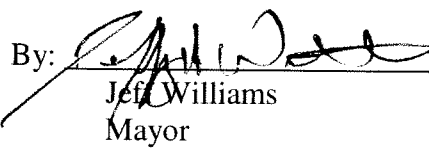
Approved as to form:

By:


Robert Hargreaves
City Attorney

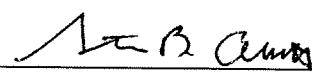
THE CITY OF NEEDLES

By:


Jeff Williams
Mayor


Approved as to form:

By:


Steven B. Abbott
Legal Counsel

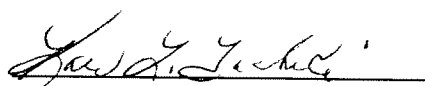
**COACHELLA VALLEY WATER
DISTRICT**

By:


Steven B. Robbins
General Manager/Chief Engineer

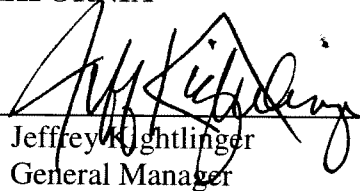
Approved as to form:

By:


Karen L. Tachiki
General Counsel

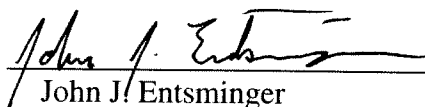
**THE METROPOLITAN WATER
DISTRICT OF SOUTHERN
CALIFORNIA**

By:


Jeffrey Hightlinger
General Manager

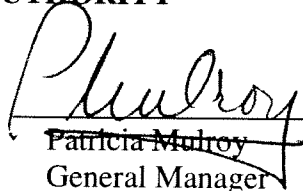
Approved as to form:

By:


John J. Entsminger
Deputy General Counsel

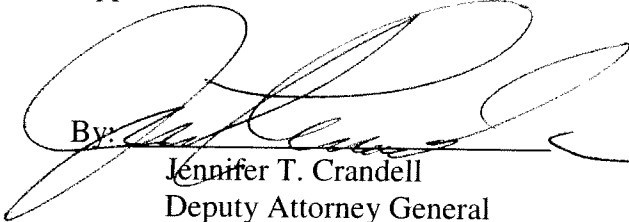
**SOUTHERN NEVADA WATER
AUTHORITY**

By:


Patricia Mulroy
General Manager

Approved as to form:

By:


Jennifer T. Crandell
Deputy Attorney General

**COLORADO RIVER COMMISSION
OF NEVADA**

By:

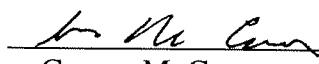

George M. Caan
Executive Director

Exhibit 1 to the Lower Basin Drought Contingency Plan Agreement

LOWER BASIN DROUGHT CONTINGENCY OPERATIONS

I. Relationship to 2007 Interim Guidelines and Implementing Agreements

These Lower Basin Drought Contingency Operations (LBOs) shall, in addition to the 2007 Colorado River Interim Guidelines for Lower Basin Shortages and the Coordinated Operations for Lake Powell and Lake Mead (2007 Interim Guidelines) and the Implementing Agreements accompanying the 2007 Interim Guidelines, govern the operation of Lake Mead for the various periods set forth herein and as otherwise set forth in the 2007 Interim Guidelines. Terms defined in Section XI.F of the 2007 Interim Guidelines shall have the same meaning when used in these LBOs. In the event of any inconsistency between the provisions of the 2007 Interim Guidelines and Implementing Agreements on the one hand, and these LBOs on the other, the provisions of these LBOs shall control; provided, however, that nothing herein shall be construed to impact the implementation of coordinated operations of Lakes Powell and Mead during the Interim Period as set forth in Section XI.G.6 of the 2007 Interim Guidelines. California Contractors that are Parties to the Lower Basin Drought Contingency Plan Agreement (LB DCP Agreement) shall be subject to provisions of these LBOs. California Contractors that are not Parties to the LB DCP Agreement shall not be subject to the provisions of these LBOs but shall instead remain subject to all of the applicable terms and conditions of the 2007 Interim Guidelines.

II. Definitions

“Binational ICS” shall mean Binational Intentionally Created Surplus as that term is used in the Interim Operating Agreements for Minutes 319 and 323 to the 1944 Mexican Water Treaty.

“Creation of Non-ICS Water” under these LBOs occurs when, and to the extent, the amount of Colorado River water available for use by a State in a given Year under Article II.B of the Consolidated Decree (after adjustments for reductions, Developed Shortage Supply creation or delivery, and ICS creation or delivery under the 2007 Interim Guidelines), exceeds the amount of Colorado River mainstream water consumptively used by that State in such Year. Such water shall not be DCP ICS.

“DCP Contributions” shall mean those contributions benefiting Lake Mead through any of the following:

- Conversion of existing Extraordinary Conservation ICS to DCP ICS
- Conversion of Extraordinary Conservation, System Efficiency, or Binational ICS created after the effective date of these LBOs to DCP ICS

- Simultaneous creation and conversion of Extraordinary Conservation, System Efficiency, or Binational ICS to DCP ICS
- Creation of Non-ICS Water

“**DCP ICS**” shall mean Intentionally Created Surplus converted from Extraordinary Conservation ICS, System Efficiency ICS, or Binational ICS as set forth in these LBOps. Reductions in Colorado River water available to a State pursuant to Section XI.G.2.D of the 2007 Interim Guidelines shall not constitute DCP ICS.

“**DCP ICS Account**” shall mean records established by the Secretary regarding DCP ICS.

“**Effective Date**” means the date first set forth in the LB DCP Agreement.

“**Intra-State DCP Agreements**” means agreements among, as appropriate, the United States, a Lower Division State, Contractors, Tribes and local government entities within such state setting forth the relative rights and obligations among Contractors within the state regarding DCP Contributions.

III. **Operational Provisions**

A. **Reservoir Elevation Projections**

In making projections of Lake Mead water surface elevations as required throughout these LBOps, the Secretary shall use the Bureau of Reclamation’s August 24-Month Study for the most probable inflows unless expressly provided otherwise herein.

B. **DCP Contributions**

In addition to any reductions provided in Section XI.G.2.D. of the 2007 Interim Guidelines, from the Effective Date of these LBOps through December 31, 2025 (through preparation of the 2026 AOP), and consistent with applicable Intra-State DCP Agreements, the States of Arizona, California, and Nevada, shall make DCP Contributions as follows:

1. ***Arizona***

- a. **Lake Mead January 1 elevation projected to be above 1,045 feet and at or below 1,090 feet**

In Years when Lake Mead elevation is projected to be above 1,045 feet and at or below 1,090 feet on January 1, the State of Arizona shall make annual DCP Contributions in the total amount of 192,000 acre-feet.

- b. **Lake Mead January 1 elevation projected to be at or below 1,045 feet**

In Years when Lake Mead elevation is projected to be at or below 1,045 feet on January 1, the State of Arizona shall make annual DCP Contributions in the total amount of 240,000 acre-feet.

2. Nevada

- a. Lake Mead January 1 elevation projected to be above 1,045 feet and at or below 1,090 feet

In Years when Lake Mead elevation is projected to be above 1,045 feet and at or below 1,090 feet on January 1, the State of Nevada shall make annual DCP Contributions in the total amount of 8,000 acre-feet.

- b. Lake Mead January 1 elevation projected to be at or below 1,045 feet

In Years when Lake Mead elevation is projected to be at or below 1,045 feet on January 1, the State of Nevada shall make annual DCP Contributions in the total amount of 10,000 acre-feet.

3. California

- a. Lake Mead January 1 elevation projected to be above 1,040 feet and at or below 1,045 feet

In Years when Lake Mead elevation is projected to be above 1,040 feet and at or below 1,045 feet on January 1, the State of California shall make annual DCP Contributions in the total amount of 200,000 acre-feet.

- b. Lake Mead January 1 elevation projected to be above 1,035 feet and at or below 1,040 feet

In Years when Lake Mead elevation is projected to be above 1,035 feet and at or below 1,040 feet on January 1, the State of California shall make annual DCP Contributions in the total amount of 250,000 acre-feet.

- c. Lake Mead January 1 elevation projected to be above 1,030 feet and at or below 1,035 feet

In Years when Lake Mead elevation is projected to be above 1,030 feet and at or below 1,035 feet on January 1, the State of California shall make annual DCP Contributions in the total amount of 300,000 acre-feet.

- d. Lake Mead January 1 elevation projected to be at or below 1,030 feet

In Years when Lake Mead elevation is projected to be at or below 1,030 feet on January 1, the State of California shall make annual DCP Contributions in the total amount of 350,000 acre-feet.

4. *DCP Contributions for the benefit of another State*

Contractors within one or more Lower Division States may make all or any portion of the DCP Contributions required of another Lower Division State under this Section III.B or DCP ICS repayment as required under Section III.F, provided:

- (i) agreement by the necessary Parties in each of the Lower Division States to any such contribution(s) is made in writing consistent with any applicable Intra-State DCP Agreements. Such agreement shall only be required of Parties to the LB DCP Agreement, non-Party consent is not required;
- (ii) drafts of such agreements are provided to the Secretary and the Upper Division States prior to any required board authorizations;
- (iii) DCP Contributions on behalf of another State through conversion of ICS to DCP ICS shall accrue to the DCP ICS Accounts of applicable Contractors in the contributing State and not the State on whose behalf the contribution is made; and
- (iv) notwithstanding the foregoing subsection (iii), the volume of any DCP ICS contributions made for the benefit of another State shall count against the storage limit set forth in Section IV.C below and the ICS delivery limit set forth in Section IV.D below of the State on whose behalf the contribution is made and not the contributing State.

C. Combined DCP Contributions and 2007 Interim Guidelines Shortages

For purposes of illustrating the combined DCP Contributions volumes set forth in these LBOps and the shortages required under Section XI.G.2.D of the 2007 Interim Guidelines, Table 1 combines the applicable volumes by elevation for each State.

Table 1 – DCP Contributions and 2007 Interim Guidelines Shortages by State

Projected January 1 Lake Mead Elevation (feet msl)	2007 Interim Guidelines Shortages		DCP Contributions			Combined Volumes (2007 Interim Guidelines Shortages & DCP Contributions)			
	Arizona	Nevada	Arizona	Nevada	California	Arizona	Nevada	California	Lower Division States Total
	(thousand acre-feet)								
At or below 1,090 and above 1,075	0	0	192	8	0	192	8	0	200
At or below 1,075 and at or above 1,050	320	13	192	8	0	512	21	0	533
Below 1,050 and above 1,045	400	17	192	8	0	592	25	0	617
At or below 1,045 and above 1,040	400	17	240	10	200	640	27	200	867
At or below 1,040 and above 1,035	400	17	240	10	250	640	27	250	917
At or below 1,035 and above 1,030	400	17	240	10	300	640	27	300	967
At or below 1,030 and at or above 1,025	400	17	240	10	350	640	27	350	1,017
Below 1,025	480	20	240	10	350	720	30	350	1,100

D. Water Deliveries/DCP Contributions

1. *Process regarding DCP Contributions*

In any year that DCP Contributions are required, the Secretary shall meet and confer at least once each quarter with any Contractor that is required to make DCP Contributions (consistent with applicable Intra-State DCP Agreements) for the purpose of ensuring that the best available information regarding DCP Contribution status and the source of the DCP Contribution is available to both the Secretary and the affected Contractor. The Secretary shall consult upon request with any other Contractor regarding the implementation of DCP Contributions.

2. ***Delivery Schedule Adjustments***

The Secretary shall adjust as necessary any scheduled deliveries of Colorado River water in a manner that ensures each State's DCP Contributions are within 25,000 acre-feet of the amounts set forth in Section III.B by the end of the Year in which such DCP Contributions are required. Such adjustments shall be in accordance with any Intra-State DCP Agreements. Prior to making any delivery schedule adjustment pursuant to this section, the Secretary shall provide the affected Contractor the maximum practicable notice and an opportunity to meet and confer with the Secretary.

3. ***DCP Contributions Not Surplus***

The Secretary shall not release pursuant to Article II.B of the Consolidated Decree any DCP Contribution during the Year of the DCP Contribution.

E. **DCP Contributions Accounting Matters**

1. ***DCP Contributions***

On an annual basis, the Secretary shall document and publish in its Accounting Report pursuant to Article V of the Consolidated Decree, the amount of each of the DCP Contributions made pursuant to these LBOs.

2. ***DCP ICS and System Benefit***

- a. In the annual Water Accounting Report the Secretary shall separately account for and verify the creation and delivery of DCP ICS in a manner consistent with Section XI.G.3.D of the 2007 Interim Guidelines.
- b. Any delivery of DCP ICS pursuant to Section III.F of these LBOs shall be limited to amounts documented and published by the Secretary pursuant to this Section III.E.2.
- c. Beginning in 2027, and each Year thereafter, the Secretary shall diminish each DCP ICS Account by three percent (3%) for the benefit of the Colorado River System.
- d. The provisions for DCP ICS accounting shall remain in effect through December 31, 2057, for any amounts remaining to be delivered on December 31, 2026.

3. ***Conversion of Excess DCP ICS to ICS***

In the event Lake Mead's January 1 elevation in a given Year is higher than that projected in the preceding August 24-Month Study, any DCP ICS creation that

would not have occurred in such Year if the DCP Contribution had been determined based on Lake Mead's actual January 1 elevation rather than a projection will instead remain available as the type of ICS originally created to the extent such volumes are the result of conservation actions consistent with ICS Exhibits to the 2007 Lower Colorado River Basin Intentionally Created Surplus Agreement (2007 ICS Agreement).

4. ***DCP Contribution Deficiency***

Notwithstanding Section III.D.2, above, in the event that any final Water Accounting Report indicates that a State's DCP Contribution in any prior Year is less than the exact amount required in Section III.B above, the State shall make DCP Contributions in the amount of the deficiency during the Year in which such final Water Accounting Report is published in addition to any DCP Contributions required by Section III.B for that Year.

5. ***Cumulative DCP Contributions Accounting***

If at any time the cumulative volume of DCP Contributions is greater than or equal to 3.35 million acre-feet of contributions from Arizona, California and Nevada, the Secretary shall separately account for all such volumes in excess of 3.35 million acre-feet, and such volumes shall be available for delivery pursuant to Section III.F notwithstanding Section IV.C, below.

F. **Delivery of DCP ICS**

1. ***Annual Limits***

Delivery of DCP ICS pursuant to this Section III.F shall be combined with and count toward the limitations on delivery of ICS set forth in Section XI.G.3.C.4 of the 2007 Interim Guidelines.

2. ***Effective Period of Annual limits***

The annual limitations on delivery set forth in Section III.F.1 above shall remain in effect through December 31, 2057, for any amounts remaining to be recovered on December 31, 2026.

3. ***Delivery of DCP ICS through December 31, 2026; repayment obligations***

a. **Lake Mead January 1 elevation projected to be above 1,110 feet**

In Years when Lake Mead's January 1 elevation is projected to be above 1,110 feet, the States of Arizona, California and Nevada shall be permitted to schedule delivery of DCP ICS without any repayment obligation.

b. **Lake Mead January 1 elevation projected to be above 1,025 feet and at or below 1,110 feet**

In Years when Lake Mead's January 1 elevation is projected to be above 1,025 feet and at or below 1,110 feet, the States of Arizona, California and Nevada shall be permitted to have short-term access to existing DCP ICS (adjusted to reflect any borrowing or repayment pursuant to this Section) as reflected in the most recent final Water Accounting Report, with the obligation that such volumes be repaid by December 31 of the Year following delivery. If there are insufficient repayments, the Secretary shall make appropriate delivery schedule adjustments consistent with Section III.D.2 to ensure that DCP ICS delivered pursuant to this Section III.F.3.b is fully and timely repaid.

c. Lake Mead January 1 elevation projected to be at or below 1,025 feet

In Years when Lake Mead's January 1 elevation is projected to be at or below 1,025 feet, delivery of DCP ICS shall not be permitted.

4. ***Delivery of DCP ICS from January 1, 2027, through December 31, 2057; repayment obligations***

a. Lake Mead January 1 elevation projected to be above 1,110 feet

In Years when Lake Mead's January 1 elevation is projected to be above 1,110 feet, the States of Arizona, California and Nevada shall be permitted to schedule delivery of DCP ICS without any repayment obligation.

b. Lake Mead January 1 elevation projected to be above 1,075 feet and at or below 1,110 feet

In Years when Lake Mead's January 1 elevation is projected to be above 1,075 feet and at or below 1,110 feet, the States of Arizona, California and Nevada may schedule delivery of DCP ICS and shall, not later than the fourth Year following the Year in which the water was delivered, elect one of the following repayment options:

1. Repay such quantities before or during the fifth Year following the Year in which the water was delivered; or
2. Instruct the Secretary to reduce the DCP ICS Account from which the water was borrowed by an additional twenty percent (20%) of the amount borrowed before or during the fifth Year following the Year the water was delivered.

In the event there is insufficient DCP ICS repaid under option 1, or insufficient DCP ICS in the DCP ICS Account to make the adjustment contemplated in option 2, the Secretary shall make appropriate delivery schedule adjustments consistent with Section III.D.2 to ensure that DCP ICS delivered pursuant to this Section III.F.4.b is fully repaid by the end of the fifth Year following the Year in which it was delivered.

- c. Lake Mead January 1 elevation projected to be above 1,025 feet and at or below 1,075 feet

In Years when Lake Mead's January 1 elevation is projected to be above 1,025 feet and at or below 1,075 feet, the States of Arizona, California and Nevada shall be permitted to have short-term access to existing DCP ICS (adjusted to reflect any borrowing or repayment pursuant to this Section) as reflected in the most recent final Water Accounting Report, with the obligation to repay any such quantities by December 31 of the Year following the Year in which the water was delivered. If there are insufficient repayments, the Secretary shall make appropriate delivery schedule adjustments consistent with Section III.D.2 to ensure that DCP ICS delivered pursuant to this Section III.F.4.c is fully and timely repaid.

- d. Lake Mead January 1 elevation projected to be at or below 1,025 feet

In Years when Lake Mead's January 1 elevation is projected to be at or below 1,025 feet, delivery of DCP ICS shall not be permitted.

5. ***No System Assessment for DCP ICS Repayments***

There shall be no system assessment on the creation of any ICS for conversion to DCP ICS as repayment pursuant to Sections III.F.3.b, III.F.4.b, and III.F.4.c above.

IV. **Incentives for Enhanced Creation of Intentionally Created Surplus Benefitting Lake Mead**

A. **Provisions Relating to System and Evaporation Assessments**

1. ***Total assessed losses – existing Extraordinary Conservation ICS***

The amount of Extraordinary Conservation ICS available as of the Effective Date in each ICS Account maintained by the Secretary is provided in the table attached hereto as Appendix "1" and incorporated herein by this reference. On the Effective Date, the Secretary shall assess additional losses as necessary such that the total assessed losses (including both system assessments and evaporation) for all ICS set forth in Appendix 1 is ten percent (10%). Through December 31, 2026, these volumes shall not be subject to any further assessments for system or evaporation losses.

2. ***Total assessed losses – Extraordinary Conservation, Tributary, or Imported ICS created after the Effective Date***

There shall be a one-time deduction of ten percent (10%) of any Extraordinary Conservation, Tributary, or Imported ICS created after the Effective Date. Through December 31, 2026, these volumes shall not be subject to any further assessments for system or evaporation losses.

3. ***Replenishment Incentive***

Notwithstanding Section IV.A.2 above, there shall be no assessment made upon the creation of Extraordinary Conservation ICS to the extent of the volume of Extraordinary Conservation ICS delivered to the same Contractor in the preceding Year.

4. ***Total assessed losses – System Efficiency ICS***

System assessments and evaporation losses for System Efficiency projects created after the Effective Date, if any, will be determined on a case-by-case basis through exhibits to forbearance agreements.

B. Creation Limits Flexibility Consultation

If one but not all of the Lower Division States reaches its annual Extraordinary Conservation ICS creation limit as set forth in Section XI.G.3.B.4 of the 2007 Interim Guidelines, and if there remains a desire to create additional amounts of Extraordinary Conservation ICS, the Secretary, provided there is no objection by any Lower Division State not reaching its annual limit, may authorize additional Extraordinary Conservation ICS creation within the total annual limitation set forth in Section XI.G.3.B.4 of the 2007 Interim Guidelines (625,000 acre-feet).

C. Storage Limits Augmentation and Sharing

The maximum total amount of Extraordinary Conservation ICS, Binational ICS, and DCP ICS that may be accumulated in all ICS Accounts, at any time, is limited to the following:

1. 1.7 million acre-feet for California Contractors
2. 500 thousand acre-feet for Nevada Contractors
3. 500 thousand acre-feet for Arizona Contractors

Notwithstanding the foregoing, the appropriate Parties in Arizona, California, and Nevada may agree that one or more Lower Division State may make available ICS accumulation space within the limits set forth above to another Lower Division State for use by such state's Contractors; provided (i) such agreements are in writing; and (ii) drafts of such agreements are provided to the Secretary and the Upper Division States prior to any required board authorizations.

D. Delivery of ICS

In addition to any Developed Shortage Supply, Extraordinary Conservation ICS, Binational ICS, and System Efficiency ICS shall be available for delivery as follows:

1. ***Lake Mead January 1 elevation projected to be above 1,045 feet and at or below 1,075 feet***

In Years when Lake Mead's January 1 elevation is projected to be above 1,045 feet and at or below 1,075 feet, the combined total delivery of Extraordinary Conservation ICS, Binational ICS, System Efficiency ICS and DCP ICS shall be limited to the quantities set forth in Section XI.G.3.C.4 of the 2007 Interim Guidelines.

2. *Lake Mead January 1 elevation projected to be above 1,025 feet and at or below 1,045 feet*

In Years when Lake Mead's January 1 elevation is projected to be above 1,025 feet and at or below 1,045 feet, the combined total delivery of Extraordinary Conservation ICS, Binational ICS, System Efficiency ICS, DCP ICS, and the conversion of ICS to DCP ICS shall be limited to the quantities identified in Section XI.G.3.C.4 of the 2007 Interim Guidelines.

3. *Lake Mead January 1 elevation projected to be at or below 1,025 feet*

In Years when Lake Mead's January 1 elevation is projected to be at or below 1,025 feet, delivery of Extraordinary Conservation ICS, Binational ICS and System Efficiency ICS shall not be permitted.

E. Additional Cooperative Measures

1. Notwithstanding anything to the contrary within 43 C.F.R. Part 414 (Offstream Storage Of Colorado River Water And Development And Release Of Intentionally Created Unused Apportionment In The Lower Division States), interstate water transactions shall be permitted in Years when Lake Mead's January 1 elevation is projected to be above 1,045 feet.
2. On or before the Effective Date, the party to the LB DCP Agreement from Arizona, the parties to the LB DCP Agreement from California, and the parties to the LB DCP Agreement from Nevada shall identify, for their respective States, such new or modified ICS Exhibits from that State that are necessary to implement the provisions of the LB DCP Agreement and these LBOps, and the Secretary shall approve and implement such new or modified ICS Exhibits. After the Effective Date, any new or modified ICS Exhibits shall only become effective pursuant to the provisions of the 2007 ICS Agreement.
3. The Secretary shall only deliver ICS created under the ICS Exhibits approved pursuant to Section IV.E.2 to the Contractor that created such ICS, or as otherwise directed by that Contractor subject to the 2007 Interim Guidelines.
4. The Secretary shall ensure that no other Contractor may claim as surplus under Article II.B of the Consolidated Decree any ICS created under the ICS Exhibits approved pursuant to Section IV.E.2.

F. Additional Intentional Conservation

The Secretary shall not release pursuant to Article II of the Consolidated Decree water intentionally conserved by a conservation program within a Lower Division State in which the Secretary participates and that results in reductions in consumptive use.

V. LBOps Implementation

A. AOP Process

The Secretary shall utilize the AOP process to determine operations under these LBOps in addition to those pursuant to the 2007 Interim Guidelines.

B. Consultation

The Secretary shall consult with the Lower Division States on the implementation of these LBOps in circumstances including, but not limited to, the following:

- 1 . If any 24-Month Study for the most probable inflows projects that Lake Mead will reach an elevation of 1,075 feet or below by December 31 of the Year in which such study is produced, the Secretary and Lower Division States shall meet and consult at least twice annually to review current and projected operations and associated projected Lake Mead elevations, and to consider whether any adjustments to projected Lower Basin operations are prudent or necessary.
- 2 . A position has not been formally expressed regarding a goal of operationally protecting a specific elevation of Lake Mead. In light of the foregoing, and for their individual and mutual benefit, the parties to the LB DCP Agreement have formally acknowledged their commitment to individual and collective action in the Lower Basin to avoid and protect against the potential for the elevation of Lake Mead to decline to elevations below 1,020 feet. Such parties made these commitments recognizing the individual and collective harm that could occur from prolonged interruptions in Lower Basin water supplies from the Colorado River and will implement the commitment identified in this paragraph as follows:

If any 24-Month Study for the minimum probable inflows projects that Lake Mead elevations will be at or below 1,030 feet anytime within the succeeding two Years, the Secretary and Lower Division States shall consult and determine what additional measures will be taken by the Secretary and Lower Division States to avoid and protect against the potential for Lake Mead to decline below 1,020 feet.

C. Term

These LBOps will remain in effect from the Effective Date through the Interim Period except for those matters for which longer periods are specified.

After the Interim Period the provisions for the accounting and delivery of DCP ICS shall remain in effect through December 31, 2057, as set forth in Section III.E.2.d, III.F.2 and III.F.4 above.

The provisions for the delivery of ICS set forth in Section IV.D above shall remain in effect through December 31, 2036, for any ICS remaining in an ICS Account on December 31, 2026.

The period during which Tributary Conservation ICS, Imported ICS, or Developed Shortage Supply may be created and delivered are unchanged from the 2007 Interim Guidelines.

Appendix 1 to the Lower Basin Drought Contingency Operations (LBOps)

Table of Extraordinary Conservation (EC) ICS available as of the Effective Date, in accordance with Section IV.A.1 of the LBOps.

Values are in Acre-Feet

State/Contractor	Amount of EC ICS Available As Of the Effective Date ¹	Assessment Applied Pursuant to Section IV.A.1 of the LBOps ²	Amount of EC ICS Available On the Effective Date, After Assessment
Arizona			
Central Arizona Water Conservation District ³	171,590	-	171,590
California			
The Metropolitan Water District of Southern California ⁴	387,136	(7,548)	379,588
Nevada			
Southern Nevada Water Authority ⁵	173,093	(1,217)	171,876

Footnotes:

¹This column reflects ICS created through calendar year 2017, with system and evaporation assessments, consistent with the 2007 Interim Guidelines, applied through calendar year 2018.

²Additional system losses assessed by the Secretary to ensure that total assessed losses for all ICS set forth in Appendix 1 is at least 10%.

³EC ICS credited to CAWCD includes the conservation referenced in Footnote 8 of Table 11 in the 2015 Water Accounting Report and Footnote 7 of Table 11 in the 2016 Water Accounting Report.

⁴EC ICS credited to MWD includes the conservation referenced in Footnote 8 of Table 11 of the 2017 Water Accounting Report.

⁵EC ICS credited to SNWA includes the conservation referenced in Footnote 10 of Table 11 of the 2017 Water Accounting Report.

EC ICS Creation 2015 through 2017

In addition to the conservation created through the ICS Exhibits approved with the 2007 ICS Agreement, ICS was created in 2015, 2016 and 2017 in accordance with the following ICS Exhibits:

LBOps ICS Exhibit Q - Central Arizona Water Conservation District – Funded Intentionally Created Surplus Water Supply from Conserved Water

LBOps ICS Exhibit W - Southern Nevada Water Authority – Extraordinary Conservation Intentionally Created Surplus using Municipal Conservation and Offstream Storage for Implementation under the Lower Basin Drought Contingency Plan

EC ICS Creation in 2018

In addition to the conservation created through the ICS Exhibits approved with the 2007 ICS Agreement, ICS will be created in 2018 in accordance with the following ICS Exhibits:

LBOps ICS Exhibit R - Central Arizona Water Conservation District - Demand Reduction Incentives to Create Extraordinary Conservation Intentionally Created Surplus

LBOps ICS Exhibit W - Extraordinary Conservation Intentionally Created Surplus using Municipal Conservation and Offstream Storage for Implementation under the Lower Basin Drought Contingency Plan

EC ICS Creation From 2019 Through Term of LBOps

In addition to the conservation created through the ICS Exhibits approved with the 2007 ICS Agreement, additional ICS Exhibits will be used to create EC ICS from 2019 through the term of the LBOps pursuant to Section IV.E.2 of the LBOps and the 2007 Interim Guidelines.

FRAMEWORK AGREEMENT
AMONG
THE UNITED STATES, THE STATE OF ARIZONA AND THE CENTRAL ARIZONA WATER
CONSERVATION DISTRICT
FOR AN ARIZONA ICS PROGRAM

RECITALS

A. On December 13, 2007, the Secretary of the Interior (Secretary) executed a Record of Decision that included Interim Guidelines for Lower Basin Shortages and Coordinated Operations of Lake Powell and Lake Mead (2007 Guidelines). These 2007 Guidelines include a mechanism to encourage and account for augmentation and conservation of water supplies, referred to as intentionally created surplus (ICS). The 2007 Guidelines outline four categories of ICS, one being Extraordinary Conservation ICS. The opportunity to create ICS is provided to an entity holding an entitlement to mainstream water under: the Consolidated Decree; a water delivery contract with the United States through the Secretary; or a reservation of water by the Secretary.

B. The primary purposes of ICS are to: (a) encourage the efficient use and management of Colorado River water; (b) increase the surface elevations of both Lake Mead and Lake Powell to higher levels than would have otherwise occurred; (c) help minimize or avoid shortage to water users in the Lower Basin; and (d) assure any Contractor that invests in conservation or augmentation to create ICS that no other Contractor will claim the ICS.

C. The 2007 Guidelines limit the annual amount of Extraordinary Conservation ICS that may be created by Arizona Contractors to 100,000 acre-feet during any Year. The 2007 Guidelines limit the total amount of Extraordinary Conservation ICS that can be delivered to Arizona in a Year to 300,000 acre-feet. Under the 2007 Guidelines, the maximum amount of Extraordinary Conservation ICS that may be accumulated by all Arizona Contractors at any time is limited to 300,000 acre-feet.

D. Recognizing the need to develop and test, on an interim basis, additional operational tools to address and reduce the likelihood of the continued decline of the elevation of Lake Mead, certain parties in the Lower Basin and the Secretary developed the Lower Basin Drought Contingency Operations Plan (LBOPs). Through Pub. L. No. 116-14 and the Lower Basin Drought Contingency Plan Agreement (LBDCP Agreement), the parties thereto agreed to the implementation of the LBOPs.

E. The LBOPs increase the maximum total amount of Extraordinary Conservation ICS, Binational ICS and DCP ICS that may be accumulated by all Arizona Contractors to 500,000 acre-feet and provides that additional ICS accumulation space may be made available from one or more Lower Division States pursuant to separate written agreements.

F. The Lower Division States have entered into one such separate agreement, the DCP Contributions and ICS Accumulation Limits Sharing Agreement (Sharing Agreement), which provides that the States of California and Nevada shall make up to an additional 50,000 acre-feet each of their respective ICS accumulation space (100,000 acre-feet total) available to Arizona for use by Arizona Contractors under certain terms set forth in the Sharing Agreement. The creation and delivery limits remain the same as in the 2007 Guidelines.

G. The United States of America, represented by the Secretary of the Interior, acting through the Regional Director of the Lower Colorado Region for the Bureau of Reclamation, the State of Arizona, acting through the Director of the Arizona Department of Water Resources (ADWR), and the Central Arizona Water Conservation District (CAWCD) (collectively, the Parties) desire to develop a program for creation, accumulation and delivery of ICS by Arizona ICS Creators, as defined in Section 2(b) of this Framework Agreement, regardless of the effectiveness of the LBOs.

H. The Parties desire to establish a program for creation, accumulation and delivery of ICS by Arizona ICS Creators, pursuant to the 2007 Guidelines, the LBOs, and on the terms and conditions set forth in this Framework Agreement.

NOW THEREFORE, the Parties hereby agree as follows:

AGREEMENT

1. Term

This Framework Agreement shall become effective upon the execution of both: 1) this Framework Agreement by all Parties, and 2) the Agreement Concerning Colorado River Drought Contingency Management and Operations and the LBDCP Agreement by all parties to those agreements. The provisions regarding the creation of ICS shall terminate on December 31, 2026. The remaining provisions shall terminate on the later of (a) December 31, 2026, or (b) the date on which all Arizona ICS Accounts and Arizona DCP ICS Accounts created pursuant to the 2007 Guidelines or this Framework Agreement are reduced to zero.

2. Definitions

Terms defined in Section XI.F of the 2007 Guidelines or in the LBOs shall have the same meaning when used in this Framework Agreement. Additionally, for purposes of this Framework Agreement:

- a. 2007 ICS Agreement shall mean the Lower Basin Intentionally Created Surplus Forbearance Agreement, executed on December 13, 2007, as amended and supplemented.
- b. Arizona ICS Creators shall mean: all CAP Settlement Tribes with an approved ICS Exhibit to the LBOs or an approved Exhibit to the 2007 ICS Agreement; CAWCD, which has approved ICS Exhibits to the LBOs and approved Exhibits to the 2007 ICS Agreement; all On-River Contractors with an approved ICS Exhibit to the LBOs or an approved Exhibit to the 2007 ICS Agreement; and all On-River Tribes with an approved Exhibit to the 2007 ICS Agreement.
- c. Arizona ICS Program shall mean the program for the creation, accumulation and delivery of ICS by Arizona ICS Creators established by this Framework Agreement.
- d. CAP Settlement Tribe shall mean a Tribe located within Arizona with a Congressionally approved water settlement agreement, and a water delivery contract with the United States.
- e. Consumptive Use shall have the same meaning as that provided in the Consolidated Decree.

- f. On-River Contractor shall mean a non-Tribal entity, other than CAWCD, with an entitlement to Mainstream water for use within Arizona pursuant to the Consolidated Decree or a water delivery contract with the United States through the Secretary.
- g. On-River Tribe shall mean an Arizona Tribe with an entitlement to Mainstream water under the Consolidated Decree or pursuant to a water delivery contract with the United States through the Secretary.

3. Lake Mead Elevations

Unless otherwise specified, references to specific elevations in Lake Mead are to the projections in the United States Bureau of Reclamation's August 24-Month Study for the most probable inflows.

4. Authority to Create, Accumulate, and Receive Delivery of Extraordinary Conservation ICS

CAWCD, On-River Contractors, and On-River Tribes qualify as a Contractors for purposes of creating, accumulating and receiving delivery of ICS in accordance with the 2007 Guidelines.

Although the Parties may have differences of opinion on certain issues, the Parties agree, for purposes of this Framework Agreement, that CAP Settlement Tribes may create, accumulate, and receive delivery of ICS in accordance with the 2007 Guidelines and the LBOps.

5. New Arizona Exhibits to the 2007 ICS Agreement

a. Requirements for New Exhibits

Each proposal for a New Arizona Exhibit shall contain at a minimum:

- i. The name of Contractor or CAP Settlement Tribe that would create the Extraordinary Conservation ICS;
- ii. A description of the proposed extraordinary conservation project and how the project will reduce historic Consumptive Use;
- iii. The term of the exhibit, if different from the Interim Period;
- iv. The maximum annual volume of Extraordinary Conservation that could be created by the project; and
- v. The proposed method of verification.

b. Development of Proposals for New Exhibits

- i. Any On-River Contractor, or the United States in coordination with a CAP Settlement Tribe or On-River Tribe shall confer with ADWR and CAWCD regarding the development of a new exhibit.
- ii. CAWCD shall consult with ADWR regarding the development of a new exhibit by CAWCD.

c. Submission of Proposals for New Exhibits

- i. CAWCD may propose a new exhibit to the 2007 ICS Agreement to the non-Arizona parties to that agreement jointly with ADWR pursuant to the provisions of this Section 5.
- ii. An On-River Contractor may propose a new exhibit to the 2007 ICS Agreement to the non-Arizona parties to that agreement jointly with ADWR pursuant to the provisions of this Section 5.
- iii. An On-River Tribe, in coordination with the United States, may propose a new exhibit to the 2007 ICS Agreement to the non-Arizona parties to that agreement jointly with ADWR pursuant to the provisions of this Section 5.
- iv. A CAP Settlement Tribe, in coordination with the United States, may propose a new exhibit, developed pursuant to Section 5.b.i above to the 2007 ICS Agreement to the non-Arizona parties to that agreement jointly with ADWR pursuant to the provisions of this Section 5.

6. Cooperative Use of Arizona's Annual Extraordinary Conservation ICS Creation Limit and Sharing

a. In each Year when Lake Mead's January 1 elevation is projected to be above 1,025 feet, CAWCD and On-River Contractors may create a combined total of up to 50,000 acre-feet of Extraordinary Conservation ICS in Lake Mead.

b. In each Year when Lake Mead's January 1 elevation is projected to be above 1,025 feet, On-River Tribes and CAP Settlement Tribes may create a combined total of up to 50,000 acre-feet of Extraordinary Conservation ICS in Lake Mead.

c. If any 24-Month Study for the minimum probable inflows projects that Lake Mead elevations will be at or below 1,030 feet within the succeeding two Years, the Parties and Arizona ICS Creators shall consult regarding the advisability of creating Extraordinary Conservation ICS when Lake Mead elevations are at or below 1,025 feet.

d. If CAWCD and On-River Contractors participating in the Arizona ICS Program desire to create amounts of Extraordinary Conservation ICS in excess of the annual Extraordinary Conservation ICS creation limit as set forth in Section 6.a, CAWCD and ADWR shall so inform the United States, by June 15 of the year prior to the year of creation. If any additional annual creation capacity is available, such unused annual creation capacity shall be made available to CAWCD and On-River Contractors participating in the Arizona ICS Program.

e. If the Arizona On-River Tribes and CAP Settlement Tribes participating in the Arizona ICS Program desire to create amounts of Extraordinary Conservation ICS in excess of the annual Extraordinary Conservation ICS limit, as set forth in Section 6.b, the United States shall so inform CAWCD and ADWR by June 15 of the year prior to the year of creation. If any additional annual creation capacity is available, such unused annual creation capacity shall be made available to the On-River Tribes and CAP Settlement Tribes participating in the Arizona ICS Program.

f. In any Year when the annual Extraordinary Conservation creation limits set forth in Sections 6.a and 6.b of this Framework Agreement are reached, there remains a desire to create additional amounts of

Extraordinary Conservation ICS, and the Secretary authorizes additional Extraordinary Conservation ICS creation for Arizona pursuant to Section IV.B of the LBOPs, the Parties and Arizona ICS Creators shall meet and confer on how such additional Extraordinary Conservation ICS creation capacity is to be shared among Arizona ICS Creators.

g. Nothing in this Section 6 shall be construed as limiting any Arizona ICS Creator's ability to create Binational ICS or System Efficiency ICS.

7. Cooperative Use of Arizona's Total ICS Accumulation Limit and Sharing

a. Pursuant to the LBOPs, the maximum total amount of Extraordinary Conservation ICS, Binational ICS and DCP ICS that may be accumulated in Arizona's ICS Account, at any time, is limited to 500,000 acre-feet, with the possibility of additional accumulation space being made available by other Lower Division States, including 100,000 acre-feet under the terms set forth in the Accumulation Limits Sharing Agreement. The Parties agree that Arizona's total accumulation limit is allocated as follows:

- i. 250,000 acre-feet for CAWCD and On-River Contractors.
- ii. 250,000 acre-feet for On-River Tribes and CAP Settlement Tribes.
- iii. If Arizona's ICS Account contains 500,000 acre-feet and Arizona ICS Creators desire to create additional ICS pursuant to the Accumulation Limits Sharing Agreement, the amount of additional ICS capacity shall be shared equally between CAWCD and On-River Contractors on the one hand, and On-River Tribes and CAP Settlement Tribes on the other hand.

b. Notwithstanding the foregoing, CAWCD and On-River Contractors are permitted to occupy the accumulation space ascribed to On-River Tribes and CAP Settlement Tribes in Section 7.a.ii of this Framework Agreement, provided that, in any Year when On-River Tribes and CAP Settlement Tribes plan to create Extraordinary ICS, and there is insufficient Section 7.a.ii accumulation space available, CAWCD and On-River Contractors shall evacuate the amount of Section 7.a.ii accumulation space they occupy necessary to accommodate the creation plans of the On-River Tribes and CAP Settlement Tribes in that Year through the water delivery scheduling process, subject to the following:

- i. Except for ICS created in 2019, the United States shall provide written notice to ADWR and CAWCD regarding the intention of one or more On-River Tribes and CAP Settlement Tribes participating in the Arizona ICS Program to use the space occupied by CAWCD and On-River Contractors no later than March 1 of the year in which an On-River Tribe or CAP Settlement Tribe will submit a creation plan to the United States indicating it will occupy such space in the following year (Notice).
- ii. Any Notice shall indicate the amount of Section 7.a.ii accumulation space occupied by CAWCD and On-River Contractors that is needed to accommodate the creation or conversion plans of On-River Tribes and CAP Settlement Tribes.
- iii. CAWCD and On-River Contractors shall not convert ICS that is occupying the accumulation space ascribed to On-River Tribes and CAP Settlement Tribes in Section

7.a.ii of this Framework Agreement to DCP ICS, without the consent of all On River Tribes and CAP Settlement Tribes that are also Arizona ICS Creators.

- c. Notwithstanding the foregoing, On-River Tribes and CAP Settlement Tribes are permitted to occupy the accumulation space ascribed to CAWCD and On-River Contractors in Section 7.a.i of this Framework Agreement, provided that, in any Year when CAWCD and On-River Contractors plan to create Extraordinary ICS, and there is insufficient Section 7.a.i accumulation space available, On-River Tribes and CAP Settlement Tribes shall evacuate the amount of Section 7.a.i accumulation space they occupy necessary to accommodate the creation or conversion plans of the CAWCD and On-River Contractors in that Year, subject to the following:
- i. CAWCD and On-River Contractors shall provide written notice to ADWR and the United States regarding the intention of CAWCD or On-River Contractors participating in the Arizona ICS Program to use the space occupied by On-River Tribes and CAP Settlement Tribes no later than March 1 of the year in which CAWCD or an On-River Contractor will submit a creation plan to the United States indicating it will occupy such space in the following year (Notice);
 - ii. Any Notice shall indicate the amount of Section 7.a.i accumulation space occupied by On-River Tribes and CAP Settlement Tribes that is needed to accommodate the creation or conversion plans of CAWCD and On-River Contractors.
 - iii. On-River Tribes and CAP Settlement Tribes shall not convert ICS that is occupying the accumulation space ascribed to CAWCD and On-River Contractors in Section 7.a.i of this Framework Agreement to DCP ICS, without the consent of CAWCD and On-River Contractors that are also Arizona ICS Creators.

8. Cooperative Use of Arizona's Annual ICS Delivery Limit and Sharing

a. Pursuant to the LBOps, in Years when Lake Mead's January 1 elevation is projected to be above elevation 1,045 feet and at or below elevation 1,075 feet, the combined total delivery of Extraordinary Conservation ICS, Binational ICS, System Efficiency ICS and DCP ICS in Arizona shall be limited to 300,000 acre-feet. The Parties agree that this annual delivery limit shall be cooperatively used as follows:

- i. 150,000 acre-feet for CAWCD and On-River Contractors; and
- ii. 150,000 acre-feet for On-River Tribes and CAP Settlement Tribes.

b. Pursuant to the LBOps, in Years when Lake Mead's January 1 elevation is projected to be above elevation 1,025 feet and at or below elevation 1,045 feet, the combined total delivery of Extraordinary Conservation ICS, Binational ICS, System Efficiency ICS, DCP ICS and the conversion of ICS to DCP ICS in Arizona shall be limited to 300,000 acre-feet. The Parties agree that this annual delivery limit shall be cooperatively used as follows:

- i. 150,000 acre-feet for CAWCD and On-River Contractors; and
- ii. 150,000 acre-feet for On-River Tribes and CAP Settlement Tribes.

c. Pursuant to the LBOps, in Years when Lake Mead's January 1 elevation is projected to be below 1,025 feet, delivery of Extraordinary Conservation ICS, Binational ICS, System Efficiency ICS and DCP ICS shall not be permitted.

d. Prior to submitting orders for delivery of ICS, the Parties and Arizona ICS Creators shall meet and confer to consider the impacts of ICS delivery and/or conversion of ICS to DCP ICS on Lake Mead elevations. This may be done in conjunction with the annual coordination pursuant to Section 15 (Coordination) of this Framework Agreement.

e. If it is determined during the annual coordination meeting pursuant to Section 15, that CAWCD and On-River Contractors participating in the Arizona ICS Program will reach the annual ICS delivery limits in the upcoming year, as set forth in Section 8.a.i or 8.b.i, and if there remains a desire to deliver and/or convert additional amounts of ICS, ADWR and CAWCD shall consult with the United States, prior to August 1 of the year prior to the year of delivery. After coordinating with the On-River Tribes and CAP Settlement Tribes participating in the Arizona ICS Program, the United States will advise ADWR and CAWCD by September 1, of the year prior to the year of delivery, if any additional annual delivery capacity is available, and may make such unused annual delivery capacity available to CAWCD and On-River Contractors.

f. If it is determined during the annual coordination meeting pursuant to Section 15, that On-River Tribes and CAP Settlement Tribes participating in the Arizona ICS Program will reach the annual ICS delivery limits in the upcoming year, as set forth in Section 8.a.ii or 8.b.ii, and if there remains a desire to deliver and/or convert additional amounts of ICS, the United States shall consult with ADWR and CAWCD, prior to August 1 of the year prior to the year of delivery. ADWR and CAWCD will advise the United States by September 1, of the year prior to the year of delivery, if any additional annual delivery capacity is available, and may make such unused annual delivery capacity available to On-River Tribes and CAP Settlement Tribes.

9. Coordination with On-River Contractors

Beginning no later than June 15, 2019, ADWR and CAWCD shall host one or more meetings with On-River Contractors with an interest in creating ICS to develop standards to facilitate On-River Contractors' participation in the Arizona ICS Program, including but not limited to standards for the sharing of ICS creation, accumulation, delivery limits and conversion of ICS to DCP ICS between On-River Contractors and CAWCD.

10. Determination of On-River Tribes and CAP Settlement Tribes' Annual Creation Limit, Delivery Limit and Total Accumulation Limit

The United States will consult with CAP Settlement Tribes and On-River Tribes participating in the Arizona ICS Program to determine how to share the annual Extraordinary Conservation ICS creation limit, the annual ICS delivery/conversion limit and the total ICS accumulation limit allocated to On-River Tribes and CAP Settlement Tribes in Sections 6, 7, and 8 of this Framework Agreement. Each CAP Settlement Tribe desiring to participate in the Arizona ICS Program will enter into an ICS Delivery Agreement with the United States, as provided in Section 12 of this Framework Agreement. Each On-River Tribe desiring to participate in the Arizona ICS Program will enter into a Delivery Agreement with the United States, as provided in Section 13 of this Framework Agreement.

11. CAWCD Forbearance

Although the Parties may have differences of opinion on certain issues, in order to provide greater certainty in the implementation of the Arizona ICS Program, CAWCD hereby forbears any right it may have to delivery of any ICS created by or delivered to any other Arizona ICS Creator, provided that such ICS is created and delivered in accordance with:

- a. This Framework Agreement;
- b. Any applicable ICS Delivery Agreement; and
- c. The 2007 ICS Agreement and the LBOs.

12. Delivery of Extraordinary Conservation ICS to CAP Settlement Tribes

Delivery of ICS to a CAP Settlement Tribe shall be pursuant to (1) a Delivery Agreement between the Tribe and the United States; (2) a wheeling contract or federal arrangement between the Tribe and the United States pursuant to the CAP System Use Agreement; and (3) applicable provisions of the Tribe's delivery contract with the United States, Section 3.C of the 2007 Interim Guidelines, Sections III.D, III.F and IV.D of the LBOs, the 2007 ICS Agreement, and CAWCD's Delivery Agreement. Extraordinary Conservation ICS created by a CAP Settlement Tribe shall be delivered to the CAP Settlement Tribe that created it pursuant to the applicable settlement.

- a. The United States will consult with ADWR and CAWCD before entering into a Delivery Agreement with a CAP Settlement Tribe.
- b. In consideration of the mutual agreements set forth in this Framework Agreement, the Parties have agreed that EC ICS delivered to CAP Settlement Tribes will be transported through the CAP System and delivered pursuant to a Reclamation Wheeling Contract or federal arrangement, consistent with and pursuant to, the CAP System Use Agreement.

13. Delivery of Extraordinary Conservation ICS to On-River Tribes and On-River Contractors

- a. Extraordinary Conservation ICS created by an On-River Tribe or an On-River Contractor shall be delivered pursuant to a Delivery Agreement between the appropriate On-River Tribe and/or On-River Contractor and the United States. Extraordinary Conservation ICS shall be delivered to the Arizona On-River Tribe or On-River Contractor that created it.
- b. The United States shall consult with ADWR and CAWCD before entering into a Delivery Agreement with an On-River Tribe or an On-River Contractor.

14. CAP Cost Recovery

- a. Unless CAWCD, the United States and the CAP Settlement Tribe agree otherwise, CAP Settlement Tribes will be required to pay to CAWCD the CAP Fixed OM&R Charge on the volume of water conserved to create ICS in the year in which the ICS is created.

b. CAP Settlement Tribes will be required to pay to CAWCD the CAP Pumping Energy Charge for EC ICS delivered to, or on behalf of, a CAP Settlement Tribe in the year in which the EC ICS is delivered.

15. Coordination

On or before March 1 of each year during the term of this Framework Agreement, the United States, CAWCD, ADWR and any On-River Tribe, CAP Settlement Tribe or On-River Contractor participating in the creation, accumulation and delivery of ICS pursuant to this Framework Agreement, shall meet and coordinate on planned ICS creation, accumulation and delivery for the upcoming year.

Additionally, when the United States is notified during any year that an On-River Tribe or a CAP Settlement Tribe intends to participate in the Arizona ICS Program, the United States and the Tribe shall meet and confer with ADWR and CAWCD on proposed ICS exhibits and creation plans.

16. Reservation of Rights

The Parties acknowledge that they have differing opinions on legal issues that are the subject of this Framework Agreement. Notwithstanding the terms of this Framework Agreement, each of the Parties expressly reserves, and shall not be deemed to have waived, any and all rights they may have as of the date hereof or as may accrue after the term hereof, under the Consolidated Decree, any federal or state law or administrative rule, regulation, guideline, or any contract. Nothing in this Framework Agreement is intended to contravene, delegate, or diminish the Parties' respective rights under the Consolidated Decree, any federal or state law or administrative rule, regulation, guideline, or any contract.

17. Amendment, Modification, and/or Supplement:

This Framework Agreement may be amended, modified, or supplemented only by the written agreement of the Parties. The Parties shall not amend, modify, or supplement this Framework Agreement unless it has provided at least sixty (60) days written notice to all Arizona ICS Creators. No amendment modification, or supplement shall be binding unless it is in writing and signed by all Parties.

18. Notices

All notices and requests required or allowed under the terms of this Framework Agreement shall be in writing and shall be mailed first class postage paid to the following entities at the following addresses:

If to the United States:

Bureau of Reclamation,
Lower Colorado Region
c/o Regional Director
P.O. Box 61470
Boulder City, NV 89006-1470

With a copy to:

Bureau of Reclamation
Phoenix Area Office
c/o Area Manager
6150 West Thunderbird Road
Glendale, AZ 85306

If to ADWR:

Arizona Department of Water Resources
Attn: Director
P.O. Box 36020
Phoenix, Arizona 85067-6020

If to CAWCD:

Central Arizona Water Conservation District
c/o General Manager
P.O. Box 43020
Phoenix, Arizona 85080-3020

A Party may change its address by giving the other Parties notice of the change in writing.

19. Governing Law.

This Framework Agreement shall be interpreted, governed by, and construed under applicable Federal law and any relevant provisions of Arizona state law. In case of conflict between Federal law and Arizona state law, Federal law controls. To the extent permissible under the Federal Rules of Civil Procedure and other applicable Federal authority, venue for adjudication of any disputes under this Framework Agreement shall be in an appropriate Federal court.

20. Judicial Remedies Not Foreclosed

Nothing in this Framework Agreement shall be construed: (i) as in any manner abridging, limiting, or depriving any Party of any means of enforcing any remedy either at law or in equity for the breach of any of the provisions hereof, or of any other remedy which it would otherwise have; or (ii) as depriving any Party of any defense thereto which would otherwise be available.

21. Equal Opportunity/Nondiscrimination

The Parties agree to comply with all applicable federal or Arizona laws relating to equal opportunity and non-discrimination.

22. Officials Not to Benefit

No Member of or Delegate to the Congress, Resident Commissioner, or official of the Contractor shall benefit from this contract other than as a water user or landowner in the same manner as other water users or landowners.


23. Cancellation of Contract

This Framework Agreement is subject to cancellation by the State of Arizona under A.R.S. § 38-511.

24. Contingent on Appropriation or Allotment of Funds

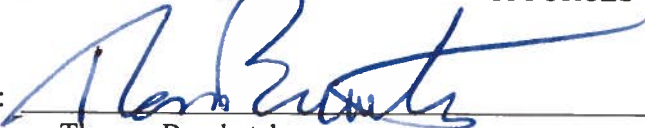
The expenditure or advance of any money or the performance of any obligation of the United States under this contract shall be contingent upon appropriation or allotment of funds. No liability shall accrue to the United States in case funds are not appropriated or allotted.

UNITED STATES OF AMERICA


By: 
Terrance J. Fulp, Ph.D.
Regional Director
Lower Colorado Region
Bureau of Reclamation

Date: 5/20/2019, 2019

ARIZONA DEPARTMENT OF WATER RESOURCES

By: 
Thomas Buschatzke
Director

Approved as to form:


Nicole D. Klobas
Deputy Chief Counsel

CENTRAL ARIZONA WATER CONSERVATION DISTRICT

By: 
Lisa Atkins
President

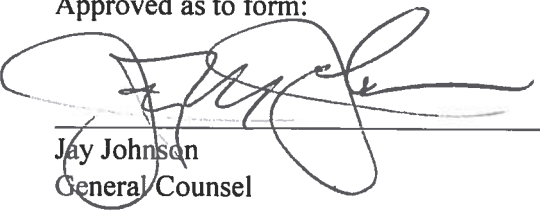
Date: 20 May, 2019

Attest:


Sharon Megdal
Secretary

Date: May 20, 2019

Approved as to form:


Jay Johnson
General Counsel

Date: 5-20, 2019



City of Needles

817 Third Street, Needles, California 92363
(760) 326-2113 • FAX (760) 326-6765
www.cityofneedles.com

Mayor Janet Jernigan
Vice Mayor Kirsten Merritt
Councilmember Tona Belt
Councilmember Ellen Campbell
Councilmember Jamie McCorkle
Councilmember JoAnne Pogue
Councilmember Henry Longbrake
City Manager Patrick Martinez

February 13, 2024

Wellton-Mohawk Irrigation and Drainage District
Robert R. Woodhouse, Board President, WMIDD
30570 Wellton-Mohawk Drive
Wellton, AZ 85356

RE: WMIDD Intentionally Created Surplus ("ICS") Exhibit

Mr. Woodhouse,

This is to confirm that, pursuant to your request dated December 6, 2023, on February 13, 2024, the City Council of the City of Needles, California, approved adding the Wellton-Mohawk Irrigation and Drainage Districts' exhibit to the 2007 ICS Forbearance Agreement. We appreciate the District's diligent effort to conserve Colorado River water.

Should you have any questions, please contact Rainie Torrance, Utility Manager at rtorrance@cityofneedles.com

Janet Jernigan, Mayor
817 Third Street
Needles, CA 92363



CITY OF NEEDLES, CALIFORNIA STAFF REPORT

MEETING TYPE: Regular

MEETING DATE: February 13, 2024

TITLE: Adopt Resolution No. 2024- 9 Certifying the Sewer System Management Plan dated January 2024

BACKGROUND: The Sewer System Management Plan (SSMP) has been prepared in compliance with the requirements of the State Water Resource Control Board (SWRCB) under Order No. 2006-0003, Statewide General Waste Discharge Requirements for Sanitary Sewer Systems (WDR).

The WDR requires the development and implementation of a written SSMP and defines eleven mandatory SSMP elements. The WDR also defines associated monitoring, record-keeping, reporting, and public notification requirements.

An SSMP revision is a major change to the SSMP or an Element of the SSMP. In addition, every five (5) years from the original governing board adoption, the Enrollee must completely evaluate the entire SSMP for changes that would further the implementation of the goals of the Enrollee and enhance compliance and effectiveness of the Enrollee's operation, maintenance, and emergency response with the elements of the SSS WDR. This 5-year recertification process is required to be approved by the governing board even if no changes to the SSMP are proposed. It is recommended that any actions of the governing board be done by resolution.

Once formal adoption or re-certification by the governing board occurs, the SSMP must be placed (along with all references in the SSMP) on the Enrollee's website. That website must be reported to the CIWQS system along with the formal adoption document approved by the governing board. If the Enrollee chooses not to place the document on the website or if a website is not available, the SSMP and all reference documents must be submitted electronically to the SSO Database or SWRCB, Division of Water Quality.

The Board of Public Utilities adopted resolution 2-6-24 1 BPU certifying the sewer system management plan dated January 2024 on February 6, 2024.

FISCAL IMPACT: None

ENVIRONMENTAL IMPACT: None

RECOMMENDED ACTION: Adopt Resolution No. 2024-9 Certifying the Sewer System Management Plan dated January 2024

SUBMITTED BY: Rainie Torrance, Utility Manager

City Manager Approval: _____ **Date:** _____

Other Department Approval (when required): _____ **Date:** _____

RESOLUTION NO. 2024-9

A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF NEEDLES, CALIFORNIA, CERTIFYING THE CITY OF NEEDLES SEWER SYSTEM
MANAGEMENT PLAN ORIGINALLY ADOPTED ON DECEMBER 1, 2015 BY THE BOARD OF PUBLIC
UTILITIES OF THE CITY OF NEEDLES, CA

WHEREAS, All federal and state agencies, municipalities, counties, districts, and other public entities that own or operate sanitary sewer systems greater than one mile in length that collect and/or convey untreated or partially treated wastewater to a publicly owned treatment facility in the State of California are required to comply with the terms of this Order. Such entities are hereinafter referred to as “Enrollees”;

WHEREAS, Sanitary sewer overflows (SSOs) are overflows from sanitary sewer systems of domestic wastewater, as well as industrial and commercial wastewater, depending on the pattern of land uses in the area served by the sanitary sewer system. SSOs often contain high levels of suspended solids, pathogenic organisms, toxic pollutants, nutrients, oxygen-demanding organic compounds, oil and grease and other pollutants. SSOs may cause a public nuisance, particularly when raw untreated wastewater is discharged to areas with high public exposure, such as streets or surface waters used for drinking, fishing, or body contact recreation. SSOs may pollute surface or ground waters, threaten public health, adversely affect aquatic life, and impair the recreational use and aesthetic enjoyment of surface waters;

WHEREAS, Sanitary sewer systems experience periodic failures resulting in discharges that may affect waters of the state. There are many factors (including factors related to geology, design, construction methods and materials, age of the system, population growth, and system operation and maintenance), which affect the likelihood of an SSO. A proactive approach that requires Enrollees to ensure a system-wide operation, maintenance, and management plan is in place will reduce the number and frequency of SSOs within the state. This approach will in turn decrease the risk to human health and the environment caused by SSOs;

WHEREAS, Major causes of SSOs include: grease blockages, root blockages, sewer line flood damage, manhole structure failures, vandalism, pump station mechanical failures, power outages, excessive storm or ground water inflow/infiltration, debris blockages, sanitary sewer system age and construction material failures, lack of proper operation and maintenance, insufficient capacity and contractor-caused damages. Many SSOs are preventable with adequate and appropriate facilities, source control measures and operation and maintenance of the sanitary sewer system;

WHEREAS, To facilitate proper funding and management of sanitary sewer systems, each Enrollee must develop and implement a system-specific **Sewer System Management Plan (SSMP)**. To be effective, SSMPs must include provisions to provide proper and efficient management, operation, and maintenance of sanitary sewer systems, while taking into consideration risk management and cost benefit analysis. Additionally, an SSMP must contain a spill response plan that establishes standard procedures for immediate response to an SSO in a manner designed to minimize water quality impacts and potential nuisance conditions;

WHEREAS, Many local public agencies in California have already developed SSMPs and implemented measures to reduce SSOs. These entities can build upon their existing efforts to establish a comprehensive SSMP consistent with this Order. Others, however, still require technical assistance and, in some cases, funding to improve sanitary sewer system operation and maintenance in order to reduce SSOs;

WHEREAS, Both uniform SSO reporting and a centralized statewide electronic database are needed to collect information to allow the State Water Board and Regional Water Quality Control Boards (Regional Water Boards) to effectively analyze the extent of SSOs statewide and their potential impacts on beneficial uses and public health. The monitoring and reporting program required by this Order and the attached Monitoring and Reporting Program No. 2006-0003-DWQ, are necessary to assure compliance with these waste discharge requirements (WDRs);

WHEREAS, An SSMP revision is a major change to the SSMP or an Element of the SSMP. In addition, every five (5) years from the original governing board adoption, the Enrollee must completely evaluate the entire SSMP for changes that would further the implementation of the goals of the Enrollee and enhance compliance and effectiveness of the Enrollee’s operation, maintenance and emergency response with the elements of the SSS WDR.

WHEREAS, the last SSMP re-certification was completed by the Board of Public Utilities on December 1, 2015 and then November 23, 2021;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Needles, California, hereby rescinds adopts Resolution 2024-9 certifying the Sewer System Management Plan

PASSED, APPROVED AND ADOPTED at a regular meeting of the City Council of the City of Needles, California, held on the 13th day of February 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Mayor

(SEAL)

ATTEST: _____
City Clerk

APPROVED AS TO FORM:

City Attorney

City of Needles Wastewater

Sewer System Management Plan (SSMP)



817 Third Street
Needles, CA 92363

UPDATED January 11, 2024

Table of Contents

LIST OF ABBREVIATIONS..... 3

Section I - GOALS..... 4

Section II - ORGANIZATION 5

Section III - LEGAL AUTHORITY..... 9

Section IV - OPERATIONS AND MAINTENANCE PROGRAM..... 11

Section V - DESIGN AND PERFORMANCE PROVISIONS 13

Section VI - OVERFLOW EMERGENCY RESPONSE PLAN 14

Section VII - FATS, OILS, AND GREASE (FOG) CONTROL PROGRAM 17

Section VIII - SYSTEM EVALUATION AND CAPACITY ASSURANCE PLAN 17

Section IX - MONITORING, MEASUREMENT, AND PLAN MODIFICATIONS..... 18

Section X - SSMP PROGRAM AUDITS 18

Section XI - COMMUNICATION PROGRAM 18

APPENDIX..... 19

COLLECTION SYSTEM MAP..... 20

LIST OF ABBREVIATIONS

CON	CITY OF NEEDLES
CIP	CAPITAL IMPROVEMENT PLAN
CIWQS	CALIFORNIA INTEGRATED WATER QUALITY SYSTEM
CWC	CALIFORNIA WATER CODE
CPO	CHIEF PLANT OPERATOR
FEMA	FEDERAL EMERGENCY MANAGEMENT AGENCY
FOG	FAT, OILS, AND GREASE
I/I	INFILTRATION AND INFLOW
LRO	LEGALLY RESPONSIBLE OFFICIAL
OERP	OVERFLOW EMERGENCY RESPONSE PLAN
OES	OFFICE OF EMERGENC SERVICES
RCAC	RURAL COMMUNITY ASSISTANCE CORPORATION
RWQCB	REGIONAL WATER QUALITY CONTROL BOARD
SBR	SEQUENCING BATCH REACTOR
SSMP	SEWER SYSTEM MANAGEMENT PLAN
SSO	SANITARY SEWER OVERFLOW
SWRCB	STATE WATER RESOURCES CONTROL BOARD
WDR	STATEWIDE GENERAL WASTE DISCHARGE REQUIREMENTS

INTRODUCTION

The Sewer System Management Plan (SSMP) has been prepared in compliance with requirements of the State Water Resource Control Board (SWRCB) pursuant to Order No.2022-0103-DWQ, Statewide General Waste Discharge Requirements for Sanitary Sewer Systems (WDR). The WDR requires development and implementation of a written SSMP, and defines eleven mandatory SSMP elements. The WDR also defines associated monitoring, record keeping, reporting, and public notification requirements.

The City of Needles owns and operates a wastewater system that includes both collection and treatment systems. Contracted operators assist the City with operations and maintenance of the treatment plant and collection system. The City is responsible for monitoring and maintaining the existing collection systems. A total of 1 worker is employed by the City to provide assistance and direction to contractors that provide maintenance to all facilities.

City of Needles Wastewater Treatment Plant

City of Needles Wastewater Treatment Plant is located at 516 E. Broadway in Needles California. The City of Needles built a new wastewater treatment plant utilizing a 1.2 MGD Sequencing Batch Reactor (SBR) system which is an activated sludge process designed to operate under non steady state batch condition.

Section I - GOALS

In order to reduce and prevent SSO's as well as to mitigate any SSO's that occur, the City of Needles will establish the following goals.

City of Needles Wastewater - SEWER SYSTEM MANAGEMENT PLAN - 2024

1. To properly manage, operate, and maintain all parts of the wastewater collection system.
2. To provide adequate capacity to convey peak flows.
3. To jet or clean the entire Sewer System over three years.
4. To work cooperatively with local, state, and federal agencies to investigate the causes of, minimize, and mitigate the impacts of sanitary sewer overflows (SSOs)
5. To meet all applicable regulatory notification and reporting requirements.
6. To be available and responsive to the needs of the public to prevent and restore interruptions in service and to minimize public health and property impacts related to SSOs.
7. To implement regular, proactive maintenance of the system to remove and control roots, debris, and fats, oils and grease (FOG) that may cause SSOs.
8. To prioritize renewal and replacement of wastewater collection system facilities to maximize their useful life and optimize capital expenditures.
9. To identify need(s) for redesign or to re-engineer sections of sewer lines in certain areas of the City.
10. To have remaining pump stations above ground as major rebuild or retrofits are needed.

Section II - ORGANIZATION

A. RESPONSIBLE OFFICIALS

All the work of the City is done under the direction of the City Utility Manager. The Legally Responsible Officials (LRO) for the City of Needles is the City Manager

City Manager

- All work is done under the direction of the City Manager
- In addition, the City Manager manages the SSO reporting process and the City's SSMP.
- Revises and implements the Overflow Emergency Response Plan (OERP).
- Establishes policy for implementation.
- Legally Responsible Official (LRO).

- Responsible for reporting SSOs to the CIWQS, OES, and other agencies requiring notification of SSO's.
- Regulatory notifications and communications.
- Responsible for the overall operation of the regulated facility
- Contact manager for outside services
- Prioritizing and scheduling rehabilitation projects.
- Rehabilitation and replacement plan to identify and prioritize system deficiencies including potential sources and future SSOs.

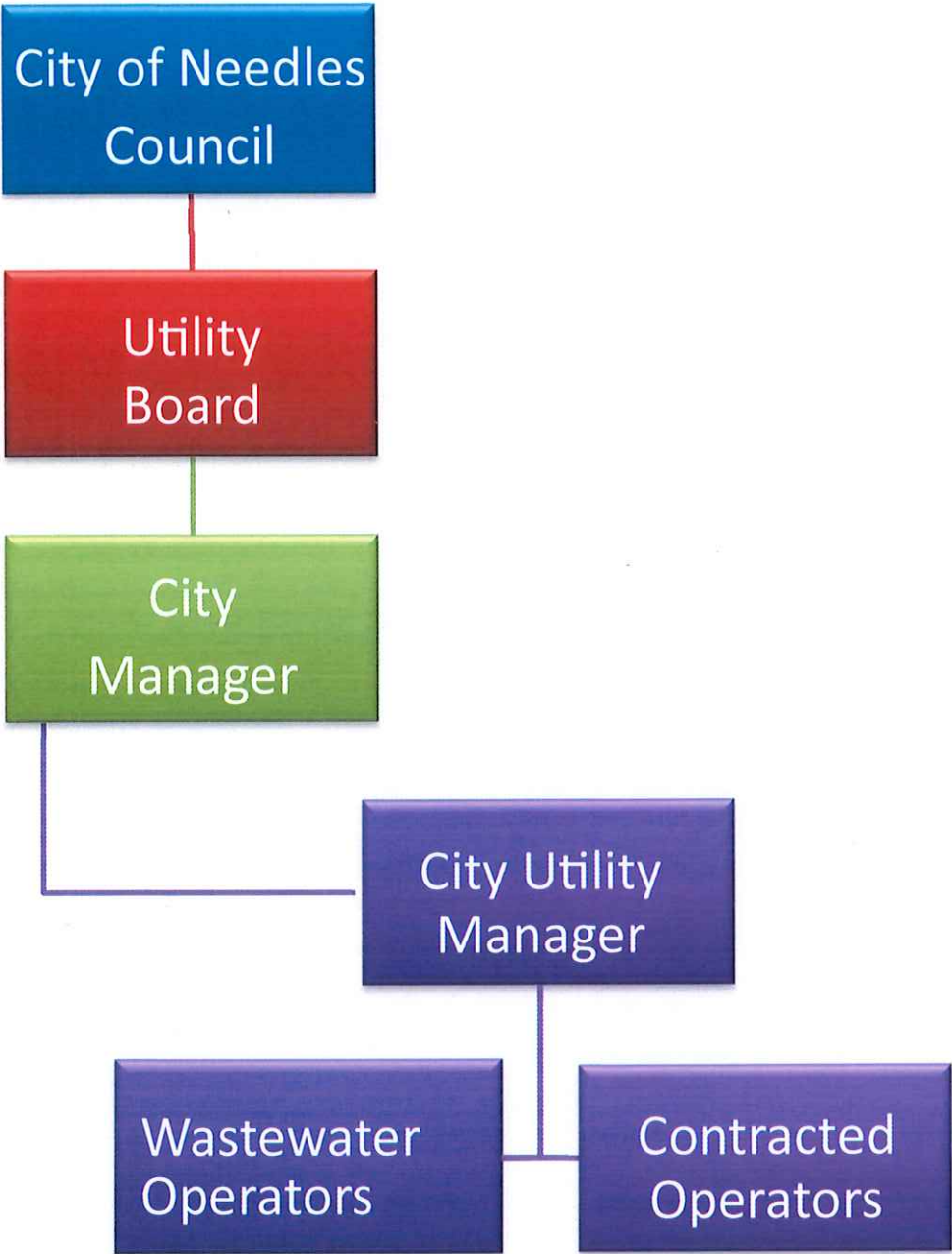
Utility Manager

- Responsible to complete all tasks as directed by City Manager.
- Report all available information regarding collections system to City Manager.
- Supervises field crew.
- Regular visual inspections of manholes and sewer pipes.

Wastewater Operator

- Responsible to complete all task as directed by Utility Manager.
- Regular visual inspections of manholes and sewer pipes.
- Maintain and inspect all lift stations.

ORGANIZATION CHART



B. CHAIN OF COMMUNICATION FOR RESPONDING SSOs

After receiving a complaint or report of a potential SSO, the City Manager & the Utility Manager are notified. In the case of a power failure or other emergency within a pumping station, an alarm auto-dialer system will call to inform the on-call operator.

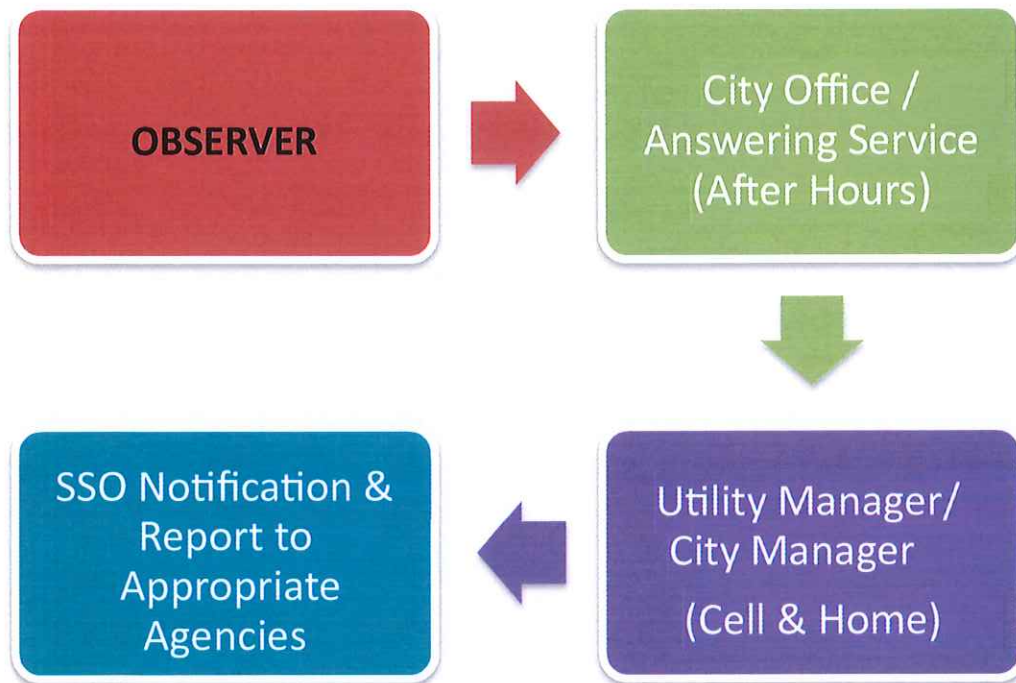
The first responder will report an overflow or hazard immediately to the Utility Manager if significant and there is need for additional support and resources. The City of Needles Manager is responsible for reporting the overflow to the appropriate regulatory agencies.

The City Manager is a Legally Responsible Official (LRO) and is responsible for overseeing the reporting process. The City of Needles receives the spill report from the Tech crew and drafts the required report. The draft is then reviewed with the Tech crew with consideration given to volume calculations, vacuum and wash down operations, cause of spill, timeliness of response, etc. After discussions are complete, the report is finalized, reviewed by the City Manager and then transmitted to the appropriate authorities. The City reports all spills except private property spills where the spill is contained on-site.

As a priority during a sewer spill, wastewater crews notify the appropriate agencies by phone that a spill has occurred.

CHAIN OF COMMUNICATIONS

for responding to SSO's



Section III - LEGAL AUTHORITY

Sanitation collection for the City of Needles is authorized under California Health and Safety Code Section 5471 and City of Needles ordinance #405-AC Chapter 17. These codes give the City legal authority to:

- a. Prevent illicit discharges into its sanitary sewer.
- b. Require that sewers and connections be properly designed and constructed
- c. Ensure access for maintenance, inspection, or repairs for portions of the main owned or maintained by the City
- d. Limit the discharge of fats, oils, and grease and other debris that may cause blockages.

- e. Enforce any violations of its sewer ordinances.

A. PREVENT ILLICIT DISCHARGES INTO ITS SANITARY SEWER SYSTEM

The City of Needles operates, maintains, repairs, and replaces wastewater system facilities as needed to provide wastewater service in compliance with applicable standards and regulations.

A permit from the City is required to connect, to use, or maintain a connection to the City's facilities. Any person, firm or corporation that connects or discharges to the City's sewerage system without a valid permit is guilty of a misdemeanor.

B. REQUIRE THAT SEWERS AND CONNECTIONS BE PROPERLY DESIGNED AND CONSTRUCTED.

The City addresses proper design and construction of sewers and connections. Section 17.2 of the Sewer Use Ordinance regulates sewer construction. The type of materials and inspection requirements by the City is provided in Section 17.2

Customer shall install & maintain all premise connection sewers & the interconnection to the sewer main, such installations shall comply with requirements of the City conditions governing extensions of wastewater collection & services.

C. ENSURE ACCESS FOR MAINTENANCE, INSPECTION, OR REPAIRS

The City of Needles may inspect, as often as deemed necessary, every main-line sewer, industrial sewer connection, interceptor, or other similar appurtenance to ascertain whether such facilities are maintained and operated in accordance with the provisions of this ordinance.

D. LIMIT THE DISCHARGE OF FATS, OILS, AND GREASE AND OTHER DEBRIS THAT MAY CAUSE BLOCKAGES

Every owner, tenant and person using property shall have a duty not to cause, permit or allow the accumulation of grease in the City's sewer line so that sewage spills may occur. Such person shall use reasonable methods to reduce grease accumulation in the City's sewer lines including but not limited to reducing or eliminating grease that is deposited in

the sewer and utilizing enzymes and similar products that prevent grease build-up. No person shall discharge grease into the sewer system so as to cause an accumulation in the City's lines so as to substantially contribute to the possibility of a sewage overflow.

No food service establishment shall discharge into the City's system without obtaining a permit from the City describing the business operations and discharge and any FOG prevention measures being undertaken or to be undertaken to reduce the discharge of FOG into the City's system.

E. ENFORCE ANY VIOLATIONS OF ITS SEWER ORDINANCES

Any person, firm, or corporation violating the penal provisions of this ordinance shall be guilty of a misdemeanor and punishable by a fine of \$500.00 for each violation. Each day in which any violation shall continue, shall be deemed a separate offense.

Section IV - OPERATIONS AND MAINTENANCE PROGRAM

A. THE CITY SEWER SYSTEM MAP

The City has a collection system mapping system in place. Full size master sewer map is located at the City office. When errors are discovered, the error is communicated to the engineering department for correction. All new sewer connects are provided to engineering through the building permit process.

B. PREVENTATIVE MAINTENANCE PLAN

Sewer Pipeline Cleaning

The City has historically cleaned the sewer system between once a year and once every three years and continues to do so. Between once a year and once every three years is the industry standard for agencies with comprehensive sewer maintenance programs. Areas needing more frequent cleaning and are known as hot spots for enhanced maintenance areas are cleaned as frequently as necessary.

Manhole Inspection

Wastewater crew visually inspects manholes for corrosion, debris or damage around the base, cracks or holes, and condition of manhole during daily operations.

Pump Station Maintenance

Wastewater crew performs a weekly inspection of the City's pump stations from the surface. Check list of inspections & work performed are kept at the Wastewater Plant.

Investigation of Customer Complaints

The City responds to customer complaints about sewer service. Complaints are generally related to sewer stoppages, overflows, and/or odors. Response is performed by the Wastewater staff during working hours and the on-call worker during after hours. Response includes assessing the complaint and resolving the problem.

The majority of the complaints are related to stoppages. Most of the stoppages occur in laterals. Although crews respond to all stoppages complaints, they are not responsible for clearing stoppages in laterals. The City's initial response time goal is one (1) hour. During non-work hours, the City has staff on-call to address complaints. Customer complaints are recorded in the Wastewater Daily Log.

C. REHABILITATION AND REPLACEMENT PLAN

Rehabilitation and replacement is done on an as need basis and capital replacements/upgrades are included in the annual budget. The City Utility Manager determines the replacement or rehabilitation of pipelines or equipment/machinery.

D. TRAINING

On a regular basis, the Wastewater crew attends formalized collection systems training seminars. The seminars include use of combination vacuum/jetting vehicles, hoses and nozzles, sewer cleaning procedures, and emergency response including blocking storm drains and spill recovery. The City Wastewater crew takes advantage of many wastewater workshops presented by Rural Community

Assistance Corporation (RCAC) funded by State of California Water Quality Control Board.

E. EQUIPMENT AND REPLACEMENT PARTS INVENTORY

For the City, keeping critical replacement parts available encompasses stocking spare pumps that can be used as replacements while pumps are serviced and/or replaced. All lift stations are duplex style which allows the system to continue to operate even when 1 pump has failed. Essentially our spares are installed and ready to operate at all times. Small consumable parts such as gaskets, seals and fuses are stored at the WWTP and are reordered whenever quantities get low. The City attempts to use the same model pumps in as many stations as possible to simplify maintenance and replacement. The City also attempts to use the identical equipment in each of the pumping stations.

Section V - DESIGN AND PERFORMANCE PROVISIONS

A. STANDARDS FOR INSTALLATION, REHABILITATION AND REPAIR

The City of Needles Ordinance 405-AC include requirements for public sewer construction application, permit, easements, plans, profiles, and specifications prior to the acceptance of the sewer work by the City. The primary design and performance standards the City uses in design and installations of new sewer systems are:

- Cleanout required at property line
- Easements – minimum 10 feet wide
- Some of the City's sewer lines are at a depth of (5) five feet, therefore any sewer line leaving a structure at more than Thirty (30) inches below floor grade will not be connected.
- No sewer lateral shall leave a building more than Thirty (30) inches below floor slab height and extend to the rear easement line where the sewer is in the rear easement and extended to the front connection point where the sewers are in the front.
- Lateral will be inspected and approved by the City (at the same time as the house soil pipe).

The standards listed above outline construction specifications for installing laterals and other appurtenances. Design criteria include specifications for items such as pipe materials, minimum sizes, minimum slope, trenching and backfill, structure standards, and other related provisions. All new construction of laterals adheres to these standards. Pump station plans and specifications are not included in the standards. Design standards and construction specifications for pump stations have historically been developed on a case-by-case basis as needed for construction of specific pump stations facilities or for improvements to existing pump station facilities. Specifications for pump stations will be developed as needed on a project-specifications basis for any new pump stations or pump station rehabilitation being implemented.

Design standards and construction specifications for rehabilitation and repair of existing sewer systems have historically been developed on a case-by case basis as need for a specific project. Specifications for rehabilitation and repair of existing sewer systems will be developed as needed on a project-specific basis for any new rehabilitation projects being implemented.

B. STANDARDS FOR INSPECTION AND TESTING OF NEW AND REHABILITATED FACILITIES

The City's standard public works contract provides these standards and work is not placed into service and accepted by the City until inspection and testing is completed. Additionally, no dedication will be accepted and no tie into City facilities will be allowed where the Building Inspector has not approved the plans and drawings and has not inspected the project during its course of construction.

The City provides continuous inspection during the construction of the sewer facilities and believes that proper installation is the key element to insure proper operation and maximum life expectancy. Inspection and testing of new or rehabilitated facilities ensure that the established standards are being implemented in the field. Wastewater & Building Exp. Adheres to these standards for inspection and testing of new or rehabilitated facilities.

Section VI - OVERFLOW EMERGENCY RESPONSE PLAN

The purpose of the Overflow Emergency Response Plan (OERP) is to establish guidelines and measures to protect public health and the environment in case of an accidental overflow.

In the case of an overflow, City Wastewater or on-call personnel shall dispatch the appropriate crews to investigate, identify the cause, and provide appropriate action to minimize the effects of the overflow on public health and quality of surface waters. The OERP further specifies the required notification and reporting that is necessary for local and State agencies.

Appropriate Wastewater personnel will be required to read the OERP and familiarize themselves with the procedures. The OERP is kept in an easily available location for all utility personal and public access reference.

A. SSO NOTIFICATION PROCEDURES

Outside of regular business hours, the City has an Answering Service who has information on who to call for after-hours emergencies.

All City staff and wastewater crews have preprogrammed cellular phones to facilitate instant communications. Should cellular phone communications be down during the emergency, the Wastewater personnel has two-way 800 MHz radio for use to communicate between City staff and field crews.

B. APPROPRIATE RESPONSE TO ALL OVERFLOWS

City policy is to respond to all spills within the City whether on public or private property and to take all steps possible to prevent the spills from reaching the storm

drains, flood control channels, or waters of the State, all in accordance with the waste discharge requirements.

Organization of this document details the lines of authority and responsibilities of City personnel during an emergency. (Because the City provides wastewater & sewer service, the City has manpower dedicated solely to Wastewater & sewer system maintenance, operation, and emergency response).

C. REGULATORY NOTIFICATION PROCEDURES

If a SSO occurs, it is required that certain regulatory agencies be contacted. The following reporting criteria explain when notifications should be sent and the various forms that are required. Regulatory notification procedures are administered by the Wastewater staff.

1) Oral Notification

As a priority during a Category 1 sewer spill, Wastewater staff immediately notify the appropriate agencies no later than two hours after becoming aware of the discharge) by phone that that a spill has occurred. In addition category 1 sewer spill has to be reported as soon as possible but no later than 3 business days. The wastewater staff follows the same procedure for Category 2 spills instead of depending on a written report as a means of notification, well within the requirement for Category SSOs of reporting to the Online SSO Database within 30 days after the end of the calendar month in which the SSO occurs.

Category 1 sewer spills are spills from the City's sanitary sewer system equal to or greater than 1,000 gallons or where the spill enters the waters of the State or where the spill enters a storm drain system and is not recovered and require notification to the appropriate State agencies.

2) Written Report

The City reports all Category 1 spills within 24 hours as required in the Monitoring and Reporting Program, and the City also reports all Category 2 spills within 3 business days. Both Category 1 and Category 2 spills are included in the monthly spill report. The City does not submit written reports of private property spills, only verbal reports when it is discovered a private property spill is not, and cannot be, fully contained. Where there are no public spills during the month, the City submits a monthly no-spill report. The City reports the spills in accordance with the on-line CIWQS reporting forms and State Water Resources Control Board Monitoring and Reporting Program SSO Reporting Timeframes.

The City's Chief Plant Operator is responsible for overseeing the reporting process. The Wastewater crew drafts up the required report. The draft is then reviewed with the City Manager with consideration given to volume calculations, vacuum and wash down operations, cause of spill, timeliness of response, etc. After discussions are complete, the report is finalized.

D. TRAINING PROCEDURES

The role of each person during an emergency has been established and is clear and concise. The City has pre-established responsibilities for staff members that work concurrently with the Wastewater crews to provide an efficient response. Each City crewmember is required to read and sign off having read and understood the Sewer System Management Plan (SSMP) and spill reporting form.

If the emergency is during normal working hours both field crews and the supervisor are working as appropriate to handle the emergency.

E. EMERGENCY RESPONSE OPERATIONS

The City Wastewater staff responds to all emergencies. Sewer service calls and lift station alarms are considered high priority events that demand a prompt response to the location of the problem. Upon notification of a sewer overflow, the Sanitary Sewer Collection System Supervisor and / or on-call personnel shall be dispatched within 1 hour of the notification to attend to the emergency.

F. PROGRAM TO CONTAIN AND PREVENT SEWAGE DISCHARGES TO SURFACE WATERS

The City continues to maintain an in-house crew who is responsible for cleaning the system and for being the first responders in the event of a sewer main spill. During normal working hours, the response time is a few minutes and after hours the field crew member that is on-call is usually at the scene within 1 hour or less.

The City has a jetting / trailer, traffic control equipment, a portable generators, and a fixed emergency back-up generators.

Section VII - FATS, OILS, AND GREASE (FOG) CONTROL PROGRAM

FOG Control Program Discussion

Currently, City performs preventive sewer cleaning for identified grease hot spots and has the legal authority to require grease traps or interceptors and be installed in compliance with the City's current building code or applicable code. The City does not have a formal FOG program. At this time we feel we do not need one because San Bernardino County's inspection program and our cleaning program seem to be controlling any problem in our sewer lines.

Identification of Grease Problem Areas and Sewer Cleaning The City has identified sewer line segments in the system that is in need of an increased schedule of routine cleaning. These segments include line segments that have been known problem areas due to grease buildup, grit accumulation, and construction flaws such as poor grade in the line. Additional sewer lines can be added, or frequency of cleaning modified as routine inspection is completed in the affected areas.

Section VIII - SYSTEM EVALUATION AND CAPACITY ASSURANCE PLAN

A. EVALUATION

In 1999 the City of Needles opened the new City of Needles Wastewater Treatment Plant. The City is empowered to construct, operate, maintain, repair, and replace wastewater system facilities as needed to provide wastewater service in compliance with applicable standards and regulations.

The WWTP is located on the east end of Smith Road within the City limits and consists of headwork's, two SBR tanks, one Digester tank; one Equalization Tank; Four Percolation / Evaporation ponds; 24 sludge drying beds; site piping; miscellaneous pumps, valve, and electrical equipment; and a fence enclosing all sites. Based on the current population of approximately 5000, the City treats about 400,000 to 650,000 GPD of sewage. The sewer system consists of approximately 25 miles of sewer lines with approximately 500 manholes and 4 sewage lift/pump stations.

B. DESIGN CRITERIA

The WWTP has a design capacity of 1,200,000 GPD. The minimum size for force mains within the City is 2-inch in diameter. The City's collection system has gravity lines ranging

between 6 and 18 inches in diameter and force mains range between 2 and 8 inches in diameter.

C. CAPACITY ENHANCEMENT MEASURES

Currently no hydraulic deficiencies have been noted either at the WWTP or within the collection system. During weekly checks and services of lift stations, pump performance and hours of run time are recorded to continually monitor capacity of the collection system relevant to actual current flows. Based on this information, no system capacity enhancements are scheduled in order to provide service for the current population.

D. CAPITAL IMPROVEMENT PLAN (CIP) SCHEDULE

The City reviews capital improvement plans for the waste water department on an annual basis. If a hydraulic deficiency is noted in the future, it will be added to the capital projects list and it will be assigned the appropriate priority.

Section IX - MONITORING, MEASUREMENT, AND PLAN MODIFICATIONS

The SSMP will be reviewed yearly to insure all the provisions are implemented and effectiveness discussed at a meeting of all field and management staff. Updates will occur as appropriate.

Section X - SSMP PROGRAM AUDITS

The City will perform an internal audit evaluating its SSMP and its compliance with the WDR every three years in accordance with the Order and will report the results of the audits along with recommendations and suggested improvement to the Needles City Council or Utility Board.

Section XI - COMMUNICATION PROGRAM

The Utility Manager will provide interested parties with status updates on the implementation of the components of the SSMP and will also consider comments made by interested parties. The City also maintains the Utility Board meeting two times a month to inform the public about its activities including wastewater. Additionally, the City's utility Manager has a monthly report for the board meetings.

APPENDIX

City of Needles Administration Offices

(760) 326-5700

City Manager - Patrick Martinez

(760) 326-5700 x 113

Utility Manager - Rainie Torrance

(760) 326-5700 X 140

Contract Operator – Kris Hendricks

(602)300-7946 Cell

Wastewater Operator- Sy Foley

(442) 236-8354 Cell

Contract Operator – Aaron Gilmer and Rahmon Perry

Aaron cell (661) 232-8362 Rahmon Cell (951) 579-9971

Office of Emergency Services

(800) 852-7550

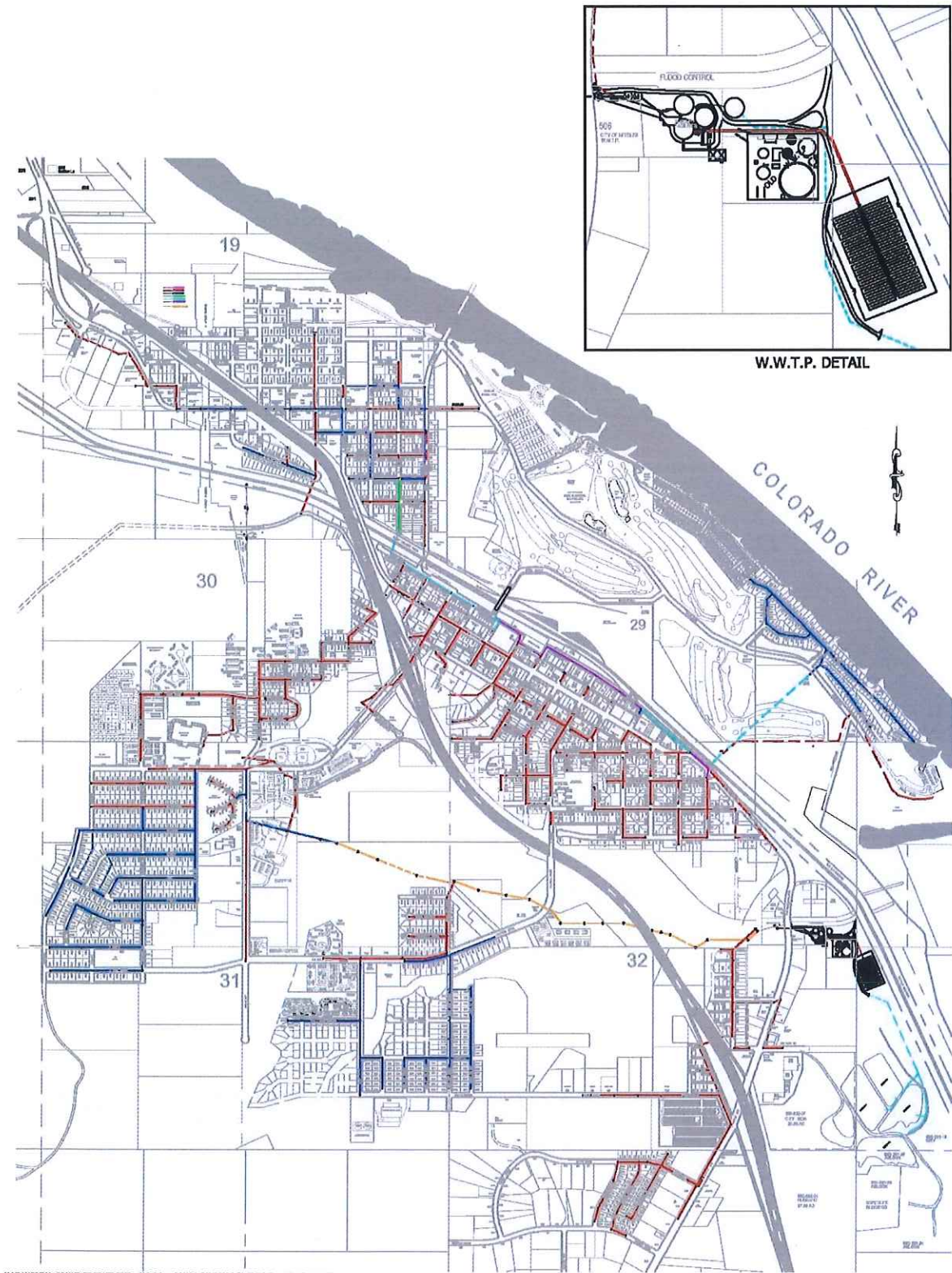
Environmental Health

(909) 387-4666

State of California Regional Water Quality Control

Board (760) 346-7491

COLLECTION SYSTEM MAP





City of Needles, California Request for City Council Action

☒ CITY COUNCIL ☐ NPUA

☒ Regular ☐ Special

Meeting Date: February 13, 2024

Title: Accept Atlas Planning Solutions Proposal to Provide Consultant Professional Services for the Local Hazard Mitigation Plan Update.

Background: The City of Needles is needing to update a decade old Hazard Mitigation Plan to address potential new natural hazards that may impact the community. The updated plan will identify and evaluate natural hazards such as dam failure, flash flooding, drought, earthquake, extreme heat and any others identified in the evaluation process. The goal is to update the plan to meet current FEMA requirements and engage the community to participate and contribute ideas during the process.

In 2021, an application was submitted to Cal OES for funding opportunities for Hazard Mitigation Assistance to update the City's existing plan.

On August 21, 2023, the City received approval from the California Governor's Office of Emergency Services for FEMA Hazard Mitigation Grant Program (HMGP) funds in the amount of \$113,413.50 for the mitigation plan and \$6,270 for project management for a total of \$119,683.50. The non-federal share (local match) is \$12,601.50, approximately 10% of the total funds awarded.

A Request for Proposals (RFP) was posted on October 18, 2023, with proposals due on November 15, 2023. A total of nine proposals were received by the deadline which were evaluated by a selection committee on the criteria outlined in the RFP. The following three firms were selected to move on to the interview process:

Atlas Planning Solutions	\$ 60,180
Integrated Solutions Consulting (ISC)	\$ 118,750
Risk Management	\$ 75,425

After further consideration of each of the team's response, Atlas Planning Solutions was selected as the most qualified firm to perform the work within the allowable budget.

Fiscal Impact: Cost of \$66,198 to be reimbursed from grant funds with 10% city match already budgeted.

Recommended Action: Accept Atlas Planning Solutions Proposal to Provide Consultant Professional Services for the Local Hazard Mitigation Plan Update for \$60,180 plus 10% contingency for a total not to exceed amount of \$66,198 and authorized staff to execute a Consultant Professional Services Agreement with Atlas Planning Solutions.

Submitted By: Kathy Raasch, Interim Development Services Director

City Manager Approval: Patrick J. Martinez Date: 2/6/2024

Other Department Approval (when required): Barbara DiLeo Date: 02/07/24

Approved: ☐

Not Approved: ☐

Tabled: ☐

Other: ☐

Agenda Item: 6

Attachment 1

CITY OF NEEDLES PROFESSIONAL SERVICES AGREEMENT

1. PARTIES AND DATE.

This Agreement is made and entered into this ____ day of _____, between the **CITY OF NEEDLES**, a **California Charter City**, (hereinafter referred to as the “City”) and Atlas Planning Solutions (hereinafter referred to as “Consultant”). City and Consultant are sometimes individually referred to as “Party” and collectively as “Parties.”

2. RECITALS.

2.1 Services.

The City solicited proposals to provide City of Needles and Consulting Services pursuant to that certain Request for Proposals, which is attached hereto as Exhibit “A.”

2.2 Proposal

Consultant has made a proposal (“Proposal”) to the City dated November 15, 2023 to provide such professional services, which Proposal is attached hereto as Exhibit “B.”

2.3 Consultant.

City desires to retain Consultant to perform and assume responsibility for the provision of such services required by the City on the terms and conditions set forth in this Agreement. Consultant represents and warrants to City that Consultant possesses the necessary skills, licenses, certifications, qualifications, personnel and equipment to provide such services.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 Professional Services. Consultant agrees to perform **the services described herein and in “Exhibit B”** (“Services”). All Services shall be performed in the manner and according to the timeframe set forth in the Proposal. Consultant designates Aaron Pfannenstiel as Consultant’s professional responsible for overseeing the Services provided by Consultant.

3.1.2 Term. This Agreement shall become effective when executed and shall remain in effect until terminated as provided herein. Notwithstanding

anything to the contrary in this Agreement, this Agreement shall automatically terminate after one (1) year unless extended in writing by the Parties with the approval of the City Council of the City.

- 3.1.3 Conflict. In the event that the terms of the Proposal shall conflict with the terms of this Agreement, or contain additional terms other than the Services to be rendered and the price for the Services, the terms of this Agreement shall govern and said additional or conflicting terms shall be of no force or effect.

3.2 Responsibilities of Consultant.

- 3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Consultant or by its employees under Consultant's supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. The City retains Consultant on an independent contractor basis and not as an employee. Consultant retains the right to perform similar or different services for other clients during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of the City and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall determine its own work hours and schedule; provide its own equipment; maintain its own offices; provide its own vehicles; insurance; cell phones and office phones; and Consultant shall be solely responsible for managing and supervising its personnel and employees. Consultant shall further be responsible for all reports and obligations, including, but not limited to: social security taxes, income tax withholding, payroll taxes, unemployment insurance, disability insurance, and workers' compensation insurance.

- 3.2.2 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in

the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the applicable standard of care. Any employee of the Consultant or its sub-consultants who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of a Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform Services in a manner acceptable to the City, shall be promptly removed from the Project by the Consultant and shall not be re-assigned to perform any Services to City.

- 3.2.3 Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with the Services. If the Consultant performs any work contrary to such laws, rules and regulations and without giving written notice to the City, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify, and hold the City, its officials, directors, officers, employees and agents harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.
- 3.2.4 Employment Eligibility. Consultant shall be solely responsible for obtaining Employment Eligibility Verification information from Consultant's employees, in compliance with the Immigration Reform and Control Act of 1986, Pub. L. 99-603 (8 U.S.C. 1324a), and shall ensure that Consultant's employees are eligible to work in the United States.
- 3.2.5 CalPers. In the event that Consultant employs, contracts with, or otherwise utilizes any CalPers retirees in completing any of the Services performed hereunder, such instances shall be disclosed in advance to the City and shall be subject to the City's advance written approval.
- 3.2.6 Drug-free Workplace Certification. By signing this Agreement, the Consultant hereby certifies under penalty of perjury under the laws of the State of California that the Consultant will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code, Section 8350 et seq.) and will provide a drug-free workplace.
- 3.2.7 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local,

state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees, City personnel and third parties appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and life-saving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

4. Indemnification; Insurance.

- 4.1 Insurance.** Consultant shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in Exhibit “C” attached to and made a part of this Agreement.
- 4.2 Indemnity for Professional Liability.** When the law establishes a professional standard of care for Consultant’s Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend and hold harmless the City and any and all of its officials, employees and agents (“Indemnified Parties”) from and against any and all losses, liabilities, damages, costs and expenses, including legal counsel’s fees and costs, caused in whole or in part by any negligent or wrongful act, error or omission of Consultant, its officers, agents, employees or subconsultants (or any agency or individual that Consultant shall bear the legal liability thereof) in the performance of professional services under this Agreement.
- 4.3 Indemnity Other than Professional Liability.** Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, defend and hold harmless City, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or the City for which Consultant is legally liable, including but not limited to officers, agents, employees or subcontractors of Consultant.

4.4 Duty to Defend. In the event the City, its officers, employees, agents and/or volunteers are made a party to any action, lawsuit, or other adversarial proceeding arising from the performance of the Services encompassed by this Agreement, and upon demand by City, Consultant shall have an immediate duty to defend the City at Consultant's cost or at City's option, to reimburse City for its costs of defense, including reasonable attorney's fees and costs incurred in the defense of such matters. Payment by City is not a condition precedent to enforcement of this indemnity. In the event of any dispute between Consultant and City, as to whether liability arises from the sole negligence of the City or its officers, employees, or agents, Consultant will be obligated to pay for City's defense until such time as a final judgment has been entered adjudicating the City as solely negligent. Consultant will not be entitled in the absence of such a determination to any reimbursement of defense costs including but not limited to attorney's fees, expert fees and costs of litigation.

5. Responsibilities of City.

5.1 Requests. The City agrees to comply with all reasonable requests of Consultant and provide reasonable access to documents including objectives and constraints, space, capacity, and performance requirements, flexibility, and expandability, and any budgetary limitations, reasonably necessary to the performance of Consultant's duties under this Agreement. In order to facilitate Consultant's conformance with the performance schedule, the City shall respond to Consultant's submittals in a timely manner.

5.2 City Representative. The City designates the City Manager or his designee as City representative ("City Representative") with respect to the work to be performed under this Agreement. The City Representative shall have complete authority to transmit instructions, receive information, and interpret and define the City's policy and decisions with respect to materials, equipment, elements, and systems pertinent to the Services covered by this Agreement.

6. Fees and Payments.

6.1 Compensation. City agrees to pay Consultant the amount of \$60,180. Consultant shall be paid at the rates set forth in the Proposal and shall not increase any rate without the prior written consent of the City. Notwithstanding anything in this Section 6, total fees and charges paid by City under this Agreement shall not exceed \$60,180 without approval by the City Council of City.

6.2 Invoices. Consultant shall submit to the City a monthly itemized statement which indicates work completed and hours of Services rendered by Consultant. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall have the

right to review and audit all invoices prior to or after payment to Consultant. This review and audit may include, but not be limited to City's:

- a. Determination that any hourly fee charged is consistent with this Agreement's approved hourly rate schedule;
- b. Determination that the multiplication of the hours billed times the approved rate schedule dollars is correct;
- c. Determination that each item charged is the usual, customary, and reasonable charge for the particular item. If City determines an item charged is greater than usual, customary, or reasonable, or is duplicative, ambiguous, excessive, or inappropriate, City shall either return the bill to Consultant with a request for explanation or adjust the payment accordingly, and give notice to Consultant of the adjustment.

6.3 Payment. If the work is satisfactorily completed, City shall pay such invoice within thirty (30) days of its receipt. Should City dispute any portion of any invoice, City shall pay the undisputed portion within the time stated above, and at the same time advise Consultant in writing of the disputed portion.

6.4 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by the City Manager.

6.5 Additional Services. In the event Consultant performs additional or different services than those described herein without the prior written approval of the City Manager and/or City Council of City, Consultant shall not be compensated for such services. Consultant expressly waives any right to be compensated for services and materials not covered by the scope of this Agreement or authorized by the City in writing.

6.6 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Sections 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. The City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the project site. Consultant shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest

arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

6.7 Accounting Records.

6.7.1 Maintenance and Inspection. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of the City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

7. General Provisions.

7.1 Termination of Agreement.

7.1.1 Grounds for Termination. The City or Consultant may, by written notice to the other party, terminate this Agreement at any time and without cause by giving written notice to the other party of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those Services which have been actually and adequately rendered to the City, and Consultant shall be entitled to no further compensation.

7.1.2 Effect of Termination. If this Agreement is terminated as provided herein, Consultant shall provide all finished or unfinished Documents and Data (as defined below), programming source code, plans reports and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such documents and other information within fifteen (15) days of the request.

7.1.3 Services. In the event this Agreement is terminated in whole or in part as provided herein, the City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

7.2 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective Parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

To Consultant: Atlas Planning Solutions
6578 Barranca Dr,
Riverside, CA 92506
Attention: Aaron Pfannenstiel

To City: **City of Needles**
817 Third Street
Needles, CA 92363
Attention: City Manager

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the Party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

7.3 FEMA Contract Terms and Certification. This Agreement is subject to the federally required contract provisions and the FEMA recommended provisions set forth in Exhibit "D" attached hereto and incorporated herein by this reference. In the event of a conflict in the terms set forth in this Agreement and the terms set forth in Exhibit "D" attached hereto, the terms set forth in Exhibit "D" shall control.

7.4 Ownership of Materials and Confidentiality.

7.4.1 City Ownership. All documents and data ("Documents & Data"), including data on electric, digital or magnetic media, prepared by Consultant under this Agreement shall be the property of the City, except that Consultant shall have the right to retain copies of all Documents & Data for its records. The City shall not be limited in any way in its use of the Documents & Data at any time. Should Consultant, either during or following termination of this Agreement, desire to use any Documents & Data prepared in connection with this Agreement, Consultant shall first obtain the written approval of the City Manager.

7.4.2 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents and Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of the City, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally

known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use the City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of the City.

- 7.5 Cooperation; Further Acts.** The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.
- 7.6 Entire Agreement.** This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both Parties.
- 7.7 Governing Law.** This Agreement is entered into and shall be performed in Needles, California and shall be governed by the laws of the State of California. Any claims arising under this Agreement shall be brought in the state or federal courts located in San Bernardino County.
- 7.8 Time of Essence.** Time is of the essence for each and every provision of this Agreement.
- 7.9 City's Right to Employ Other Consultants.** The City reserves the right to employ other consultants at any time for any purpose.
- 7.10 Assignment; Sublease; Transfer.** Consultant shall not assign, sublease, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior signed written consent of the City Manager. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.
- 7.11 Construction; References; Captions.** Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subcontractors of Consultant, except as otherwise specified in this Agreement. All references to the City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

- 7.12 Amendment; Modification.** No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.
- 7.13 Waiver.** No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
- 7.14 No Third Party Beneficiaries.** The Needles Public Utility Authority and other City entities shall be intended beneficiaries of this Agreement. Otherwise, there are no intended third party beneficiaries of any right or obligation assumed by the Parties.
- 7.15 Invalidity; Severability.** If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
- 7.16 Improper Payment.** Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the City shall have the right to rescind this Agreement without liability.
- 7.17 Conflict of Interest.** For the term of this Agreement, no member, officer, or employee of the City, during the term of his or her service with the City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom. Consultant has read and is aware of the provisions of Section 1090 et seq. and Section 87100 et seq. of the Government Code relating to conflicts of interest of public officers and employees. Consultant agrees that they are unaware of any financial or economic interest of any public officer or employee of the City relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement, the City may immediately terminate this Agreement by giving notice thereof. Consultant shall comply with the requirements of Government Code section 87100 et seq. and section 1090 in the performance of and during the term of this Agreement.
- 7.18 Equal Opportunity Employment.** Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but

not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

- 7.19 Labor Certification.** By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.
- 7.20 Authority to Enter Agreement.** Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.
- 7.21 Attorney Fees.** If any legal action or proceeding, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees and costs, in addition to any other relief to which that party may be entitled.
- 7.22 Counterparts.** This Agreement may be signed in counterparts, each of which shall constitute an original.
- 7.23 Contents of Request for Proposal and Proposal.** Consultant is bound by the contents of City's Request for Proposal and the Proposal. In the event of conflict, the requirements of City's Request for Proposals and this Agreement shall take precedence over those contained in the Proposal. The incorporation of the Proposal shall be for the Services to be rendered and the price for such Services only, and any other terms and conditions included in the Proposal shall have no force and effect on this Agreement or the relationship between Consultant and/or City, unless expressly agreed to in writing.

[Remainder of the page intentionally left blank.]

**SIGNATURE PAGE TO
CITY OF NEEDLES
PROFESSIONAL SERVICES AGREEMENT**

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date and year set forth above.

CITY:

CONSULTANT

CITY OF NEEDLES

A municipal corporation and charter city

Atlas Planning Solutions

A California S- Corporation

By: _____
Janet Jernigan, Mayor

By:  _____
Aaron
Pfannenstiel _____
Its Chief Financial Officer

ATTEST:

By: _____
Dale Jones, City Clerk

APPROVED AS TO FORM:

By: _____
John O. Pinkney, City Attorney

EXHIBIT A

Request for Proposals

[Attached behind this page]

CITY OF NEEDLES
Request for Proposals (RFP) for

LOCAL HAZARD MITIGATION PLAN UPDATE (LHMP)

RFP Posted on October 18, 2023
Proposals due by 4:00PM PST - November 15, 2023

NOTICE IS HEREBY GIVEN that the City of Needles ("City") is seeking proposals from qualified consultants (hereinafter "Consultant" or "Consultants") to develop an updated FEMA-approved Local Hazard Mitigation Plan (LHMP) as described in this Request for Proposal ("RFP").

Firms are solely responsible for ensuring their proposals are received by the submittal deadline. Proposals should be submitted in PDF format uploaded to PlanetBids and should be in a format allowing easy download and printing by the City. All pages should be 8-1/2" x 11" only, and easily printable and reproducible. Proposals received after the deadline will not be accepted and considered. Proposals must be received by no later than **4:00pm Pacific Standard Time, On November 15, 2023**, via upload to PlanetBids at the following link:

<https://pbsystem.planetbids.com/portal/57515/bo/bo-detail/109266>

Proposals must be signed by a representative authorized to bind the company. The City reserves the right to reject all Proposals and to waive any minor informalities or irregularities contained in any proposal. Acceptance of any Proposal submitted pursuant to this RFP shall not constitute any implied intent to enter into a contract.

The contract award, if any, will be made to the firm who, in the City's sole discretion, is best able to perform the required services in a manner most beneficial to the City of Needles.

The City's most recent Local Hazard Mitigation Plan can be found in the documents tab in PlanetBids.

CITY OVERVIEW

The City of Needles is located in eastern San Bernardino County and is immediately adjacent to the Colorado River along the border of California and Arizona. The Southern tip of Nevada is located within ten (10) miles of the Northern tip of the City limits of the City of Needles.

The current population of Needles is 5,353 (January 1, 2021). The City encompasses about 31 square miles and is part of what is commonly referred to as the Colorado River Region which includes the Arizona communities of Lake Havasu City, Bullhead City, Fort Mohave (unincorporated) and Laughlin, Nevada. The community has Interstate 40 running through it (west to east) and Interstate 95 (north to south).

SCOPE OF WORK

Consultant shall manage, coordinate, prepare and administer the development of a single jurisdiction Local Hazard Mitigation Plan (LHMP) Update for the City of Needles. This scope and contract are intended to be inclusive of the entire LHMP update process from the initial planning and public outreach through the final approval by FEMA and adoption by the City of Needles. The Consultant shall prepare all necessary planning, administration, professional analysis, supporting documentation, and work required for the preparation and adoption of the City of Needles Local Hazard Mitigation Plan Update. The City's current version of the Local Hazard Mitigation Plan is provided in PlanetBids under the documents tab.

The Local Hazard Mitigation Plan update scope of work includes the following phases:

Project Initiation

Consultant shall identify and assemble the Mitigation Planning Team. This phase includes formally inviting the participation of representatives to the Mitigation Planning Team and all necessary administrative tasks and meetings to establish the project timeline, tracking and accounting procedures.

Public Engagement

Consultant shall prepare an outreach strategy that appropriately involves stakeholders and the public. This phase includes defining the appropriate outreach efforts, identifying the applicable stakeholders, and determining how and when to effectively engage the community. The strategy should address both the initial planning process as well as the continual involvement of the public after the plan's adoption. The public shall be engaged during all stages of the planning process, and the Consultant shall work with City staff to provide public notice and opportunity for feedback. Consultant shall be responsible for creating public surveys, and tracking, compiling, and reporting the survey results to the Planning Mitigation Team.

Plan Review

Consultant shall review the previous Local Hazard Mitigation Plan (LHMP), determine if the planning area defined therein is still appropriate and if the City's mitigation planning needs were met by the previous plan update. This phase is an overall performance review of the previous Local Hazard Mitigation Plan and includes the solicitation of feedback from the Planning Mitigation Team. Consultant shall coordinate plan review, compile review results, determine and document the status of previously identified strategies and projects, and ensure all technical elements and updates are current and accurate.

Risk, Capability, and Vulnerability Assessments

Consultant shall conduct both risk and capability assessments to determine the potential risks to the people, economy, and built and natural environments of the City, as well as identify the City's existing authorities, policies, programs, and resources available to mitigate said risks. Based on the findings of the risk and capability assessments, Consultant shall also conduct a vulnerability assessment to determine and prioritize the City's future mitigation strategies. This phase includes describing each risk, identifying all City assets and capabilities responsible for mitigating each risk, and summarizing the City's vulnerability to each risk. The update should focus on the risks and impacts that have changed since the previous update was completed.

Mitigation Strategy

Consultant shall develop a mitigation strategy to serve as the long-term blueprint for reducing the potential impacts identified in the risk, capability, and vulnerability assessments. The mitigation strategy shall establish mitigation goals and actions, as well as develop an action plan that lays the groundwork for implementation by describing how the mitigation actions will be prioritized, implemented, and administered by the City. This phase includes providing solutions for refining mitigation strategies and ensuring the identified projects align with state and federal mitigation goals and funding requirements.

Draft Plan Update, Local Review and Revisions

Consultant shall collect and compile all updated Local Hazard Mitigation Plan elements from the Mitigation Planning Team and technical specialists and produce a Draft Update to the Plan. The draft plan shall be formalized for local publication and distributed to the Mitigation Planning team, stakeholders, and the general public. This phase includes review and incorporation of feedback provided during the local review process to finalize the plan update.

Plan Submittal, Acceptance and Adoption

Consultant shall prepare a final draft of the plan update to be submitted to the California Office of Emergency Services (CalOES) and the Federal Emergency Management Agency (FEMA). This phase includes completion of the Local Mitigation Plan Review Tool (Regulation Checklist) to ensure the plan update meets the Federal requirements and correction of any plan elements returned by CalOES or FEMA for revision to obtain a notice from FEMA that the plan update is Approvable Pending Adoption (APA).

Integration with City General Plan Safety Element

Consultant shall coordinate with the City's Development Services Director to integrate the Local Hazard Mitigation Plan into the General Plan Safety Element. These plans are being prepared simultaneously, and thus coordination shall be on-going throughout the plan update process and include all necessary meetings, conference calls, and document sharing required to complete the Safety Element in a timely manner.

Schedule

Consultant shall complete the Local Hazard Mitigation Plan update in 15 months or less, as outlined in the following draft schedule:

1. Project Initiation	January, 2024
2. Public Outreach	February - March
3. Plan Review	February - March
4. Risk, Capability, & Vulnerability Assessments	April - June
5. Mitigation Strategy	June - July
6. Draft Plan Update, Local Review & Revisions	July - September
7. Plan Submittal, Acceptance & Adoption	September- December
8. Integration with City General Plan Safety Element	January – March 2025

CONTENTS OF PROPOSAL

All Consultants' proposals shall include the following:

1. Cover Letter

A cover letter summarizing key elements of the Consultant's proposal. Indicate the address and telephone number of the Consultant's office located nearest to Needles, California, and the office from which the Services will be managed.

2. Statement of Interest and Background.

Describe why the Consultant has an interest in this RFP and why it would be the City's best choice, and a Statement of the Consultant's background and philosophy.

3. Business Information.

State the full legal name of the Consultant's business, including the state of incorporation, as applicable. State the number of years the Consultant has been practicing law. List the names of principals or officers authorized to legally bind the Consultant, including position titles.

4. Experience/Qualifications Information.

Provide information concerning your firm's experience and qualifications directly related to the services set forth herein. Additionally, this section shall define the experience of the Project Manager, other key personnel and sub-consultants assigned to the Project. Include resumes for all managers, supervisors, and other key individuals including sub-consultants who will comprise the team.

Demonstrate the relevant expertise and experience of each team member. The designated Project Manager shall be the primary contact with the City during the Project period. The respondent must perform most of the services. Respondent shall disclose in the proposal all proposed subconsultant(s), including details regarding which tasks they would perform.

5. Approach/Methodology.

Consultant shall provide a detailed explanation how its firm would perform the Services required as set forth herein and demonstrate how the requirements and provisions of the scope of this Project will be implemented. Consultant shall demonstrate knowledge of the Project's Objectives and existing conditions/assumptions; identify potential issues/challenges; and describe your firm's approach to minimize disruptions to performance. Consultant shall present a comprehensive plan for completing the specified Scope of Services. The proposal should demonstrate an efficient use of work force, material resources, equipment, and technology to complete the Project within the constraints outlined in the Scope of Services and provide any additional information that communicates how your team intends to achieve the required outcomes and fulfill the responsibilities of the anticipated Agreement. A Project schedule should be included that details each Service, the timeframe for each and showing the total number of calendar days from issuance of the Award through 100% completion of the Services.

6. References.

Provide a minimum of three (3) references for work similar to this Scope of Services that the Consultant has provided within the last five (5) years. Include a detailed description of the services, the agency or firm names, contact names, phone numbers, email addresses, and dates of services performed.

7. Cost Proposal

The Cost Proposal should include a fee schedule/pricing information for each Service, as may be necessary, and a total lump sum price for the full Scope of Services. Include hourly rates for each category of employee or sub-consultants required to perform the Scope of Services as set forth in this RFP.

QUESTIONS, ANSWERS, AND ADDENDUM TO RFP

Post any questions on PlanetBids by the question deadline of **November 1, 2023**. Questions will be answered by Addendum to all registered firms.

Prior to the RFP Submittal Deadline, questions may arise regarding any aspect of this RFP. **No later than 4:00 PM PST on November 1, 2023 ("RFP Questions Due Date")**, all questions pertaining to this RFP shall be posted in the Q & A section of PlanetBids Vendor Portal.

The RFP Administrator will draft, in consultation with other City staff, a response to all questions submitted by all prospective Consultants. The responses will be emailed via PlanetBids to the inquiring Consultants after the RFP Questions Due Date and no later than 7 days prior to RFP submittal deadline. Changes to the RFP itself shall only be

made by the City via a formal written addendum and shall become a part of the RFP document.

SUBMITTAL DEADLINE AND FORMAT

Proposals are due by 4:00 PM PST on November 15, 2023 (“RFP Submittal Deadline”). Proposals will only be accepted in Portable Document Format (PDF) via PlanetBids. One (1) digital copy of the proposal, along with one (1) digital copy of the cost proposal in PDF form shall be submitted no later than the RFP Submittal Deadline. No exceptions to this requirement will be considered. Proposals submitted by any other method such as hard copy. Failure to completely send document(s) by the deadline shall result in disqualification. Proposals may be submitted at any time prior to the RFP Submittal Deadline.

SELECTION PROCESS

The City intends to evaluate Consultants based upon the data presented in the proposals submitted in response to this specific RFP. The City reserves the right to determine whether a proposal meets the requirements of this RFP and reject any proposal that, in the City’s sole and absolute discretion, fails to meet the detail or intent of the requirements. The City reserves the right to reject any or all proposals.

The City may utilize some or all of the following general selection criteria (Technical Evaluation, Interviews, and Reference Checks) to evaluate the proposals:

1. TECHNICAL EVALUATION

- a. Qualifications of the Consultant and Consultant’s team conducting similar Services of comparable complexity and magnitude, particularly for government agencies.
- b. Relevant experience of the Consultant with similar Services, including the level of education, training, licensing, and certification of staff.
- c. A demonstrated understanding of the City’s needs and the RFP requirements.
- d. The proposal is responsive, well organized and presented in a clear, concise, and logical manner; quality control, thoroughness, and ability to meet deadlines is well defined.
- e. Capability to perform the Scope of Services promptly and in a manner that meets established deadlines.
- f. Approach/Methodology identified in Consultant’s proposal.
- g. Ability to communicate and work effectively with City staff, other public agencies, and related parties as necessary to successfully perform the Scope of Services.
- h. Availability, experience, and knowledge of all subconsultants engaged by the Consultant to complete the Scope of Services.
- i. Fair, reasonable, and competitive cost to deliver the of the Scope of Services.

2. INTERVIEWS

- a. The City reserves the right to conduct interviews with any Consultant. Should the City pursue scheduling interviews, they are targeted to be scheduled the week of November 27, 2023.

3. REFERENCE CHECK

- a. The City may perform reference checks for similar work completed for any Consultant interviewed.

SCHEDULE FOR SELECTION AND AWARD

All date shown are tentative and subject to change. The City will make every effort to adhere to the dates shown below. Advance notice of any changes to the schedule will be given to any firm that has submitted a response to this RFP by the deadline.

Provided below is the anticipated timeline to be followed for this RFP process:

1. Release of RFPOctober 18, 2023
2. Written questions due dateNovember 1, 2023
3. RFP Due DateNovember 15, 2023
4. Evaluation of RFP Submittals November 27-December 8, 2023
5. Consultant Interviews November 27-Decemebr 8, 2023
6. City Council Meeting Award.....December 12, 2023
7. Notice of Selection.....December 13, 2023
8. Kick-off Meeting.....January 10, 2024

PROFESSIONAL SERVICES AGREEMENT

The City anticipates entering into an Agreement for Services (“Agreement”) with the selected Consultant(s) based on the negotiated Scope of Services and agreed upon fee. Proposal pricing shall include any and all applicable licenses, insurance coverage, endorsements, bonding and if necessary, any wage compliance deemed necessary to perform the Scope Services described in this RFP. City will not be responsible for reimbursing Consultant(s) for any charges not included in the Cost Proposal that are incurred in securing these requirements.

PROJECT BUDGET

\$120,000

EXHIBIT B

Proposal

[Attached behind this page]



Proposal for:

Local Hazard Mitigation Plan Update

City of Needles
817 Third Street
Needles, CA 92363

Atlas Planning Solutions
6578 BARRANCA DR | RIVERSIDE, CA 92506

Table of Contents

Table of Contents.....	i
I. Cover Letter	1
II. Statement of Interest and Background	2
Atlas Planning Team Differentiators	2
III. Business Information.....	3
Atlas Planning Solutions.....	3
IV. Experience/Qualifications Information.....	4
Qualifications and Experience of Proposed Project Staff	4
Team Organizational Chart	5
V. Approach/Methodology.....	12
Project Approach	12
Scope of Work	13
Proposed Project Schedule and Timeline.....	19
VI. Client References.....	20
VII. Project Cost.....	21
Attachment A – Staff Resumes	A-1

I. Cover Letter

November 15, 2023

City of Needles
817 Third Street
Needles, CA 92363

Dear Mr. Martinez,

As a unique community in eastern San Bernardino County and part of the Colorado River Region, Needles faces numerous challenges associated with natural and human-caused hazards. Hazards like earthquakes, drought, dam failure and flooding, can have a significant impact on the daily lives of residents and city operations. Through the hazard mitigation planning process, the city can better understand how to manage the risks associated with the primary hazards that can impact the City. The City's desire to update its local hazard mitigation plan can become the catalyst to address many of the natural hazard issues and fix many of the problems created from past decisions. Knowing the challenges that cities face with limited budgets, reduced staffing, and limited resources, this opportunity can help ensure the community doesn't fall further behind.

This update can also provide opportunities for the City to better integrate the General Plan Safety Element into their overall mitigation strategy. When combined these documents can expand City capabilities and improve mitigation activities undertaken by City departments. In addition, this update process will require adherence to the latest revisions in FEMA guidance that went into effect on April 19, 2023. Atlas Planning recently completed one of the first plans approved by Cal OES and FEMA under this new guidance, and currently has another plan being reviewed by Cal OES/FEMA, which we believe will benefit Needles' update process. With our home office located in Riverside CA, Atlas Planning Solutions has a regional familiarity and experience with other jurisdictions within the San Bernardino County area which can provide unique insight into local hazards.

For the Atlas Planning Solutions Team, Aaron Pfannenstiel will serve as the project manager and the City's primary point of contact. Mr. Pfannenstiel is committed to ensuring the highest quality product and process for the City and ensures that all personnel proposed will work on this project. As a firm principal, Aaron has read and will comply with all terms and conditions contained in this RFP and is authorized to negotiate and execute contracts on behalf of the firm. If you have questions or would like to schedule an interview with our team, please contact us at your convenience.

Primary Point of Contact

Aaron Pfannenstiel
Principal
Phone: 951-444-9379
Email: aaron@atlasplanning.org

Respectfully submitted,



Aaron Pfannenstiel

II. Statement of Interest and Background

The City's desire to update the Local Hazard Mitigation Plan (LHMP) is a significant step towards improving the quality of life for current and future residents and property owners. Based on the RFP, the Atlas Planning Solutions (APS) team understands that this updated plan must:

- Meet Disaster Mitigation Act of 2000 (DMA 2000) requirements and the latest guidance prepared by FEMA, which went into effect on April 19, 2023.
- Meet the current and future needs of Needles staff and City Departments.
- Meet the current and future needs of residents, businesses, and property owners.
- Identify updated mitigation strategies and actions that make the community safer and more resilient.
- Create an easy and staff focused process to streamline the LHMP update.
- Remain consistent with the City's General Plan, Emergency Operations Plan, and California State Hazard Mitigation Plan.
- Provide opportunities for community members and stakeholders to participate in the planning process.

Atlas Planning Team Differentiators

Based on these factors, the APS Team offers the following differentiators on why APS would be an ideal choice for the City of Needles' LHMP update:

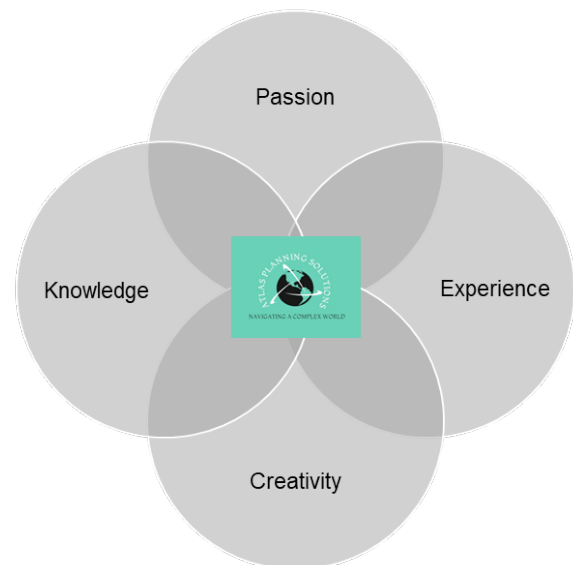
Passion – Members of our team are passionate about helping clients tackle the issues surrounding climate change, sustainability, hazards, and resilience. Helping clients address these issues is something we care about personally and professionally.

Experience – Members of our team have worked in urban planning, hazard mitigation, and emergency management for decades. This experience has helped save time and money and avoid many pitfalls that have befallen other jurisdictions in the past.

Creativity – Hazard mitigation planning can be a creative endeavor for our clients. Facilitating this process has allowed many agencies to challenge some of the long-held beliefs, establish new policies, and create projects and opportunities that leverage this process.

Knowledge – Our team understands how hazard mitigation plans fit into the bigger picture for a City like Needles. Leveraging the process allows for better integration into city systems and processes. Our goal is to ensure this plan and process helps the City better understand how to leverage new funding sources and accomplish more in the end.

Finally, this update provides an opportunity for Aaron Pfannenstiel to assist the City once again with hazard mitigation planning. Mr. Pfannenstiel was the previous author of the 2011 LHMP Annex, when he was employed at RBF Consulting/ Michael Baker International.



III. Business Information

Atlas Planning Solutions



Atlas Planning Solutions (APS) focuses on making the world a better place. Founded in 2018 in Riverside, California, our mission is to leverage our skills and experience in comprehensive planning, climate adaptation, and hazard mitigation, offering clients a wide range of consulting services to help them navigate their complex problems and issues. Our focus is on successful client outcomes that build agency capacity, create resilient places to live and work, and create communities that thrive in this ever-changing landscape.

As a small, woman-owned, and service-disabled veteran-owned business in the State of California, APS understands that successful outcomes rely on client satisfaction, optimal project management, and a clear understanding of clients' needs. We strive to exceed our client's expectations, which has translated into repeat business and numerous referrals for our services.

APS specializes in the integration of planning tools like Local Hazard Mitigation Plans and Climate Adaptation Vulnerability Assessments into the General Plan. Since 2006, the State of California has incentivized the integration of these two documents, which has become a significant opportunity for communities throughout California.

Atlas Planning Solutions Business Information

Legal Name: Atlas Planning Solutions |S-Corporation, Incorporated in 2018 in the State of California.

Address: 6578 Barranca Drive, Riverside, CA 92506

Phone: 951-444-9376

Email: aaron@atlasplanning.org; suzanne@atlasplanning.org

Firm Principals/ Officers:

- Suzanne Murray – Principal/ CEO
- Aaron Pfannenstiel – Principal/ CFO/Project Manager

Staff Members:

- Dennis Larson – Senior Planner/GIS Analyst
- Crystal Stueve – Senior Planner
- Robert Jackson – Associate Planner

Number of Years in Business: **4+ years**

Number of Years Performing Requested Services: **22+ Years**

To support this effort, Atlas Planning Solutions has partnered with Navigating Preparedness Associates. Our two firms frequently partner on projects to provide better client service and increased capabilities. The following are details regarding the firm and personnel:

Navigating Preparedness Associates (NPA) Firm Description

Navigating Preparedness Associates (NPA), Limited Liability Corporation (LLC) is a Disabled Veteran-Owned Small Business Enterprise (SDVBE), California #1770371, with a single office located in Lafayette, California. Founded in 2014, NPA provides emergency management solutions for local, state, and federal government and private industry. Our associates are experts in delivering solutions across a broad spectrum of mitigation, preparedness, response, and recovery functions.

Navigating Preparedness Associates (NPA) has decades of experience in the following areas:

- Disaster Mitigation Act (DMA) 2000 Compliant Hazard Mitigation Plans
- Water District Emergency Preparedness
- Public Health Emergency Preparedness and Response
- City, County, and Special District Emergency Operations Plans
- Maritime Threat Analysis and Response
- Catastrophic Incident Planning
- Homeland Security Exercise and Evaluation Program (HSEEP) Compliant Exercises

IV. Experience/Qualifications Information

Qualifications and Experience of Proposed Project Staff

The APS team is comprised of key staff with diverse skill sets and experience. We operate under a working principal model, whereby principal owners of the firm are actively involved and engaged with day-to-day client management, deliverable preparation, and project oversight based on client needs. The team members proposed for this effort are summarized below, and resumes are provided in **Attachment A**.

Aaron Pfannenstiel will serve as the Project Manager for the APS Team and brings over 20 years of community planning experience, focusing on emergency management, hazard mitigation, and community resiliency. With a background in geology, environmental studies, and urban planning, he helps clients understand hazards, assess vulnerabilities, and develop policies, programs, and mitigation strategies that make communities safer.

Suzanne Murray will serve as a Quality Assurance/Quality Control specialist. With over 16 years of technical writing and editing experience and an emphasis on documents and reports prepared for the federal government, including standard operating procedures, information reports, information and white papers, and presentations. Her primary role with Atlas Planning is preparing and reviewing hazard mitigation and emergency management documents.

Dennis Larson will serve as a senior planner and brings over 22 years of experience leading public agency management programs, policy research efforts, and technical analyses. Dennis will provide vital support to plan integration and vulnerability analysis portions of the plan. Mr. Larson's

specialties include advanced planning project development, climate resiliency policy, Geographic Information Services, and economic impact analyses.

Crystal Stueve will serve as a primary researcher and author. With a strong background in writing and research and reliance on over 18 years of experience working for local and federal agencies, she understands the importance of clear communication, documentation of processes and outcomes, and developing plans that are easy to read, understand, and implement.

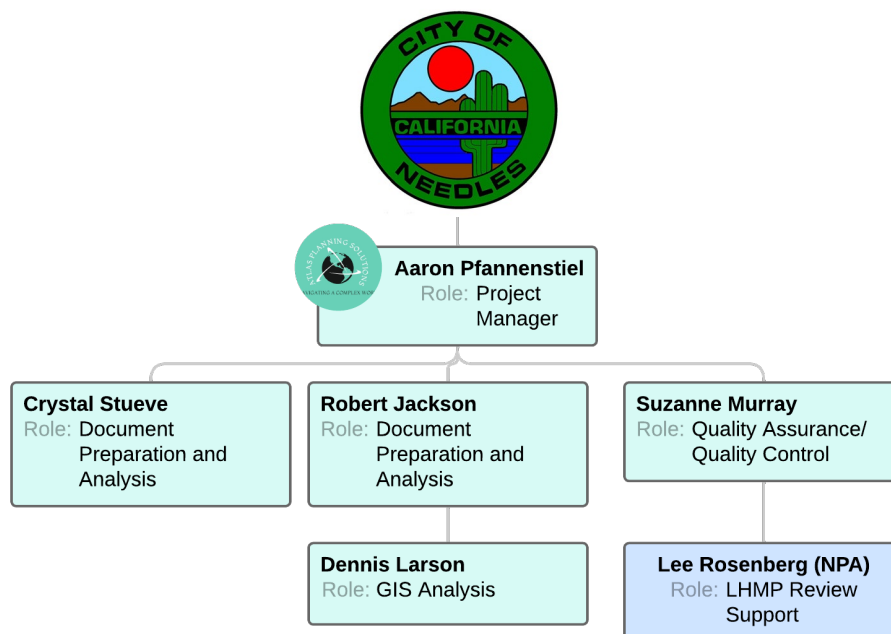
Robert Jackson will serve as a primary researcher and author. Mr. Jackson has supported Atlas Planning for the past three years, updating LHMPs and Safety Elements, and will bring that knowledge and experience to this effort for the City.

Lee Rosenberg is a Certified Emergency Manager (CEM) with over 35 years of experience leading real-world contingency operations and addressing complex emergency and disaster issues. Mr. Rosenberg is a retired US Navy Captain who also served as a Federal Emergency Management Agency (FEMA) Region IX (RIX) Federal Coordinating Officer. Mr. Rosenberg will serve as a senior planner and subject matter expert for this project, lending his experience and leadership to this project.

Team Organizational Chart

To effectively manage the APS Team, the following organization chart was developed to highlight how team members will interact with the City. The primary point of contact for the APS Team, **Aaron Pfannenstiel**, will be the primary point of contact with the City's Project Manager and the go-between for the rest of the APS Team. This structure is similar to many of the other successful projects completed by our team in jurisdictions throughout California.





































































All staff proposed on this organizational chart will perform the duties prescribed in this proposal. If, for any reason, a staffing change is required, Aaron Pfannenstiel will notify the City's Project Manager of the proposed change and receive written approval for the proposed change prior to new staff working on the project.







































Atlas Planning Solutions' Hazard Mitigation Planning Experience

Atlas Planning Solutions staff have completed or are currently working on several Local Hazard Mitigation Plans and General Plan Safety Elements throughout the State. With extensive experience assisting communities as they address the changing legislative requirements and frameworks governing hazards and resiliency within California, Atlas Planning Solutions has a breadth of experience to support the City.

Over the past 10 years, Atlas Planning Solutions staff have assisted the following jurisdictions throughout Southern California (Jurisdictions with projects similar to the City of Needles LHMP update are in **bold**):

Atlas Planning Solutions Prior Experience				
Jurisdiction	LHMP Assistance	Safety Element Assistance	Climate Adaptation Assistance	Evacuation Assistance
City of Anaheim (2022)				
City of Aliso Viejo (2023)				
City of Canyon Lake (2022)				
City of Capitola (2013)				
City of Colton (2019)				
City of Costa Mesa (2021)				
City of Duarte (2013)				
City of Encinitas (2023)				
City of Fullerton (2019)				
City of Hollister (2022)				
City of Huntington Beach (2012, 2017, 2022)				
City of Irvine (2020)				
City of La Palma (2020)				
City of Laguna Beach (2018, 2021, 2023)				
City of Laguna Woods (2017)				
City of Lancaster (2021)				
City of Loma Linda (2022)				
City of Maricopa (2015)				
City of Ontario (2023)				
City of Palm Desert (2017)				
City of Perris (2021)				
City of Rancho Cucamonga (2021)				
City of Redondo Beach (2020)				
City of Santa Rosa (2016, 2022)				
City of Saratoga (2012, 2023)				

City of Seal Beach (2019)				
City of South Gate (2018)				
City of Stanton (2022)				
City of Torrance (2017)				
City of Vernon (2022)				
City of Westminster (2017)				
Town of Hillsborough (2023)				
Town of Portola Valley (2023)				
Town of Windsor (2017)				
County of Butte (2023)				
County of Inyo/City of Bishop (2017)				
County of Mendocino (2021)				
County of San Diego (2021)				
County of Santa Clara (2023)				

The following representative projects highlight Atlas Planning Solutions' relevant experience. Several of these provide reference information as identified by the RFP.

2023 Ontario LHMP Update | City of Ontario

Atlas Planning Solutions recently updated the 2018 City of Ontario LHMP. This update focused on re-prioritizing plan goals and mitigation actions. As part of the update, the City and APS collaborated on revisions to mitigation actions and priorities to ensure future actions were implementable, which was a big concern for the City. As part of this effort, our team is also updating the City's Emergency Operations Plan. As of October 17th, 2023, the plan was one of the first in the region to be reviewed under the new guidance and regulations and has completed the FEMA review process with only minor revisions. This plan is considered to have entered the Approval Pending Adoption (APA) status. The Ontario plan is one of the first LHMPs to be approved under the 2023 updated FEMA guidance and regulations.

Type of Contract: LHMP Update Preparation, Emergency Operations Plan Update, Evacuation Assessment, and Tabletop Exercises.

Key Staff: Aaron Pfannenstiel, Suzanne Murray, Crystal Stueve, Robert Jackson, Dennis Larson

Reference Information	
Company Name	City of Ontario
Contact Name and Title	Joseph Ramos
Company Address	425 E B St, Ontario, CA 91764
Contact Telephone Number	909-395-2542
Contact Email	JRamos@ontarioca.gov
Timeframe	August 2022 - Present

2023 Costa Mesa LHMP Update | City of Costa Mesa, CA

Atlas Planning Solutions is currently preparing the City of Costa Mesa's first Local Hazard Mitigation Plan. This plan focuses on key issues within the community, such as aircraft incidents, space weather, climate change, dam failure, seismic and geologic hazards, flooding, hazardous

materials, and terrorism/mass-casualty incidents. As part of this effort, our team is also updating the City's Emergency Operations Plan and providing guidance on future updates to the General Plan Safety Element and Evacuation Assessment. The plan was recently reviewed by Cal OES and, after minor revisions, has been transmitted to FEMA for final review and approval. This project is currently within budget and the original schedule, even with delays suffered by the COVID-19 pandemic and changeover in City staff. Completion will occur on budget and within the original grant window identified by FEMA/Cal OES.

Type of Contract: LHMP Preparation and Emergency Operations Plan Update

Key Staff: Aaron Pfannenstiel, Suzanne Murray, Crystal Stueve, Robert Jackson, Dennis Larson

Reference Information	
Company Name	City of Costa Mesa
Contact Name and Title	Brenda Emrick
Company Address	77 Fair Drive, Costa Mesa, CA 92626
Contact Telephone Number	714-327-7406
Contact Email	brenda.emrick@costamesaca.gov
Timeframe	March 2021– March 2023

2022 Anaheim LHMP Update | City of Anaheim, CA

Atlas Planning Solutions recently updated the 2017 City of Anaheim LHMP. This update focused on re-prioritizing plan goals and mitigation actions. As part of the update, the City and APS collaborated on revisions to mitigation actions and priorities to ensure future actions were implementable, which was a big concern for the City. As part of this effort, Atlas Planning Solutions updated the City's General Plan Safety Element (adopted on 1/10/2023), addressing climate adaptation and evacuation concerns. This plan was approved in May 2022 and received zero comments from FEMA during their review. This project was completed on time and within the original budget.

Type of Contract: LHMP Update and General Plan Safety Element Update

Key Staff: Aaron Pfannenstiel, Suzanne Murray, Crystal Stueve, Robert Jackson, Dennis Larson

Reference Information	
Company Name	City of Anaheim
Contact Name and Title	Dr. Jannine Wilmoth
Company Address	201 S. Anaheim Blvd, Suite 300, Anaheim, CA 92805
Contact Telephone Number	714-765-4095
Contact Email	jwilmoth@anaheim.net
Timeframe	June 2021 – January 2023

2022 / 2017 / 2012 Huntington Beach Local Hazard Mitigation Plan Updates | City of Huntington Beach, CA

Atlas Planning Solutions updated the City's 2022 LHMP. This is the third opportunity for Atlas Planning Solutions staff to support the City with their LHMP. Prior updates occurred in 2012 and 2017. These updates included reviews of city plans and policies, identification of facilities necessary for city operation, prioritization of hazards, preparation of hazard profiles that could impact the city, preparation of a risk assessment, and updated mitigation actions to reduce potential vulnerabilities in the future. The process included facilitating meetings with City

department personnel and various stakeholders and close coordination with City staff to ensure that the appropriate focus and direction were used to complete the document. In addition, an online public opinion survey was distributed to over 3,000 residents, stakeholders, and interested parties via a press release, direct correspondence, and the City's website. The final review of both the 2012 and 2017 plans by Cal OES and FEMA Region IX resulted in minimal comments and revisions. The 2022 LHMP Update received zero comments from FEMA during their review and was adopted by the City in December 2022. This project was completed on time and within budget. All prior updates have also been completed in the same manner.

Type of Contract: LHMP Update

Key Staff: Aaron Pfannenstiel, Suzanne Murray, Crystal Stueve, Robert Jackson, Dennis Larson

Reference Information	
Company Name	City of Huntington Beach
Contact Name and Title	Brevyn Mettler, Emergency Services Coordinator
Company Address	2000 Main St, Huntington Beach, CA 92648
Contact Telephone Number	714-374-1565
Contact Email	brevyn.mettler@surfcity-hb.com
Timeframe	July 2012 – Current (This includes all services provided to the City since 2012)

2021 Rancho Cucamonga LHMP Update | City of Rancho Cucamonga, CA

Atlas Planning Solutions has assisted the City of Rancho Cucamonga since December 2019 with various hazard-related efforts. During this time, the APS Team assisted with an update to the General Plan Safety Element (as part of the Plan RC project), updated the City's 2021 Local Hazard Mitigation Plan, supported the preparation of an Evacuation Assessment that met both SB99 and AB 747 requirements, and is currently updating the City's Emergency Operations Plan. Key concerns throughout these projects focus on the prevalence of high wildfire risks that could trigger the need for emergency response and evacuations. Key outcomes of this effort include better integration of the EOP, LHMP, and Evacuation Assessment with the General Plan Safety Element and the ability of the City to better align goals, policies, and implementation actions across these different planning frameworks. The LHMP Update was completed in approximately 15 months (suffering minor delays during the start of the COVID-19 pandemic). Review and approval by Cal OES and FEMA involved minor revisions that significantly streamlined the review and approval process. This project was completed on time and within budget.

Type of Contract: LHMP Update, General Plan Safety Element Update, Evacuation Assessment, and EOP Update

Key Staff: Aaron Pfannenstiel, Suzanne Murray, Crystal Stueve, Robert Jackson, Dennis Larson

Reference Information	
Company Name	City of Rancho Cucamonga (Fire Protection District)
Contact Name and Title	Joseph Ramos, Emergency Management Coordinator
Company Address	10500 Civic Center Dr, Rancho Cucamonga, CA 91730
Contact Telephone Number	909-774-3009
Contact Email	Joseph.Ramos@cityofrc.us
Timeframe	December 2019 – November 2021 (Significant delay due to Covid-19)

2021 County of Mendocino Safety Element Update, LHMP Update, and Climate Adaptation Vulnerability Assessment | County of Mendocino, CA

Atlas Planning Solutions led a multi-disciplinary team that updated the Mendocino County Multi-Jurisdictional Hazard Mitigation Plan and General Plan Safety Element and prepared a Climate Adaptation Vulnerability Assessment. This update focused on recent wildfire incidents that have occurred within the region in the past three years, as well as the changing regulatory requirements necessary to ensure compliance with state law. Both the MJHMP and Climate Adaptation Vulnerability Assessment provide the foundation for goals and policies that the County and Cities will implement in the future, as well as mitigation strategies to further reduce potential hazards in the near term.

Type of Contract: Safety Element Update, LHMP Update, Climate Adaptation Vulnerability Assessment

Key Staff: Aaron Pfannenstiel, Suzanne Murray, Crystal Stueve, Robert Jackson

Reference Information	
Company Name	County of Mendocino
Contact Name and Title	Nash Gonzalez, Planning Director
Company Address	501 Low Gap Road, Ukiah, CA 95482
Contact Telephone Number	707-234-6693
Contact Email	gonzalezn@mendocinocounty.org
Timeframe	March 2020 – June 2021

2020 Irvine LHMP Update | City of Irvine, CA

Atlas Planning Solutions prepared the 2020 update of the City of Irvine LHMP. This update focused on refreshing the last updated plan in 2005 and ensuring the current version met all of the new FEMA requirements introduced in 2011. As part of the update, the APS Team had to navigate the changing conditions associated with COVID-19 restrictions and demands on staff time and capacity. The plan's update received minimal comments from Cal OES and obtained FEMA approval without comment.

Type of contract: LHMP Update

Key Staff: Aaron Pfannenstiel, Suzanne Murray, Crystal Stueve, Robert Jackson, Dennis Larson

Reference Information	
Company Name	City of Irvine
Contact Name and Title	Robert Simmons, Emergency Management Administrator
Company Address	1 Civic Center Plaza, Irvine, CA 92606
Contact Telephone Number	949-724-7235
Contact Email	rsimmons@cityofirvine.org
Timeframe	September 2019 – August 2020

2021 Laguna Beach Safety Element Update and 2023 Laguna Beach Local Hazard Mitigation Plan Update | City of Laguna Beach, CA

Atlas Planning Solutions staff have supported several projects for the City of Laguna Beach. In 2021 APS supported the City's update of the General Plan Safety Element. This update focused

on streamlining the Safety Element, which was previously adopted in 1995. As part of this process, APS updated the element to ensure compliance with Government Code, updated (SB 1241, SB 379, AB 2140) and supported the City during the Cal Fire/ Board of Forestry review and approval process, and facilitated discussions with Emergency and Disaster Preparedness Committee members that collaborated on the element update process. During the update, Aaron worked with Marc Weiner, James Brown, and Brenden Manning.

Prior to joining Atlas Planning Solutions, Aaron Pfannenstiel managed the preparation of the City's first LHMP. Key issues identified in this LHMP included wildfire (numerous incidents have impacted the community over the years), flooding, and landslides. During the hazard mitigation planning process, significant community outreach included social media outreach (via Facebook, Twitter, and Nextdoor), interactive and informative community workshops, and an online survey that gathered information from over 100 respondents. During the update, Aaron worked with Jordan Villwock (previous Emergency Services Coordinator for Laguna Beach). APS also performed the 2023 LHMP update to the previous plan. This update supported their previous plan and the mitigation actions set forth in that plan, which included an update to current mitigation actions based upon status of completion. As of November 2023, the updated plan is currently at being reviewed by Cal OES so it can be forwarded to FEMA for final review and approval.

Type of Contract: Safety Element Update | LHMP (Update)

Key Staff: Aaron Pfannenstiel, Suzanne Murray, Robert Jackson, Crystal Stueve, Dennis Larson

Reference Information	
Company Name	City of Laguna Beach
Contact Name and Title	Marc Wiener, Community Development Director Brendan Manning, Emergency Operations Coordinator
Company Address	505 Forest Avenue, Laguna Beach, CA 92651
Contact Telephone Number	949-497-0361 949-497-0350
Contact Email	mwiener@lagunabeachcity.net bmanning@lagunabeachcity.net
Timeframe	April 2023 - Current

Navigating Preparedness Associates (NPA) Hazard Mitigation Planning Experience

NPA has completed the development of, or updates to, dozens of LHMPs. Key relevant past projects completed by NPA are identified below:

- Valley County Water District: LHMP update (2020)
- City of Lynwood LHMP (2020)
- City of Artesia LHMP (2020)
- City of Hawthorne LHMP (2020)
- County of Tulare Multi-jurisdiction LHMP (2018)
- Gila County, AZ Multi-jurisdiction LHMP (2018)
- City of Hermosa Beach LHMP (2017)
- City of Covina - Water Agency ERP (2017)
- City of Pittsburg, CA (2016)
- Water Emergency Transportation Authority: Develop LHMP and other projects (2016)

V. Approach/Methodology

Project Approach

The APS Team approach to updating Needles's Local Hazard Mitigation Plan requires adherence to the following:

Federal Laws

- Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act), as amended.

Federal Regulations

- 44 CFR Part 201 Mitigation Planning.
- 44 CFR, Part 60, Subpart A, including § 60.3 Flood plain management criteria for flood-prone areas.
- 44 CFR Part 77 Flood Mitigation Grants.
- 44 CFR Part 206 Subpart N. Hazard Mitigation Grant Program.

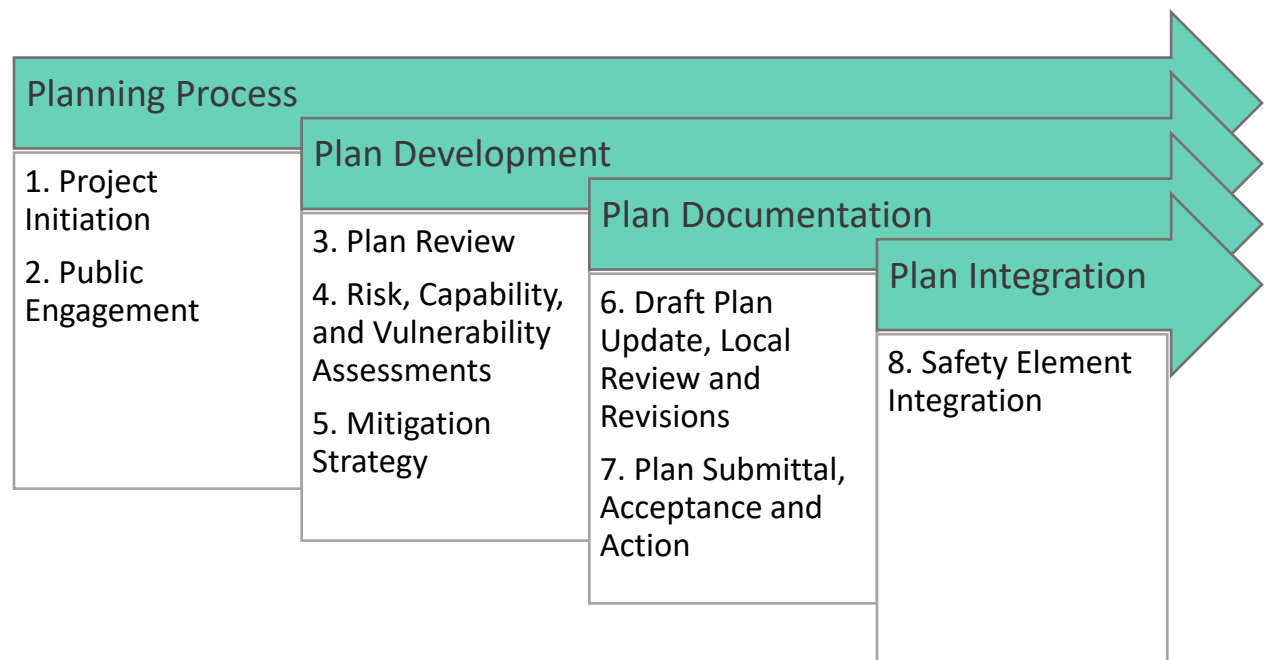
Federal Guidance

- FEMA Local Mitigation Planning Policy Guide (FP 206-21-0002), effective April 19, 2023

State Requirements

- California Government Code §8685.9 and §65302.6 (commonly referred to as Assembly Bill 2140) – incentivizing integration of the LHMP into the General Plan Safety Element
- California Government Code §65302 (G)(4) – requiring hazards exacerbated by climate change be discussed in the General Plan Safety Element

To complete this, the APS Team proposes the following project approach, which integrates the tasks identified in the RFP:



Scope of Work

The following scope of work is based on the APS Team's understanding of the desired tasks and level of effort necessary to complete a DMA 2000–compliant LHMP update. The scope developed is consistent with the City's RFP, including tasks that ensure an efficient and effective planning process. If any proposed tasks need refinement or further discussion, the APS Team will be happy to work with staff to address their needs.

1. Project Initiation

APS will conduct a Kick-Off meeting (in person or virtual) with key project management staff from the City, to form the Mitigation Planning Team (MPT), including key City Departments, identified stakeholders, and other relevant organizations/agencies that support City functions. This includes formal invitation for potential MPT members via email. As part of this meeting, the APS Team will conduct initial research and discuss key project outcomes, project timelines, prior planning efforts, and current issues facing the City. APS will also be responsible for the tracking, accounting procedures and LHMP update project status reports.

MPT Meetings

Although this is an update to the plan, the APS Team recommends three internal MPT meetings (in person or virtually) to facilitate the hazard mitigation planning process. A summary of the anticipated topics for these meetings include:

MPT Meeting 1 – Review the planning process, identification of key hazards of concern, data gathering and research, review of base maps, and confirmation of critical facilities list.

MPT Meeting 2 – Review of updated hazards mapping, risk assessment, and capabilities assessment.

MPT Meeting 3 – Review of draft mitigation actions and strategies and prioritization exercise to identify high priority initiatives.

Documentation of these meetings will become a foundation of the planning process described in the plan.

2. Public Engagement

In preparation for outreach and engagement activities, the APS Team will prepare a memorandum to the City describing the community engagement strategy in terms of groups to be contacted, the structure of meetings and workshops, and methods of advertising the events. As part of this task, the APS Team will coordinate with City staff to ensure the list of contacts is comprehensive and properly targeted.

Upon completion of the engagement memorandum, the APS Team will develop materials to advertise planned workshops and suggest additional methods of alerting residents and property owners about the planning process and the importance of the LHMP. Content for the Needles City Website and printable advertisements will be prepared for the community engagement opportunities identified in the memo.

The APS Team assumes two public meetings will be conducted, to provide input during plan development. The following meetings are anticipated:

Needles Community Outreach Meeting

The APS Team recommends conducting this meeting early in the planning process to allow elected/appointed officials, and community members an opportunity to learn about the LHMP planning/update process and provide feedback regarding the previous plan and new issues or trends of concern that the updated plan can address. This meeting will include a formal presentation to the audience. It is recommended that this meeting be conducted at a regularly scheduled City Council or Planning Commission meeting or a special meeting, if the City prefers to conduct this separately from those meetings.

Needles City Council Meeting

To release the Public Review Draft LHMP, the APS Team will support City staff with a presentation to City Council, which will provide an opportunity for feedback and comment from the Council as well as the public. This meeting will include a formal presentation, question and answer period, as well as an opportunity for community members to provide input and comment on the plan in person. If desired, this meeting could be conducted at the Planning Commission if the City prefers.

Hazard Mitigation Plan Survey

As part of the public outreach process, APS will create a hazard mitigation plan survey to poll the residents of the community on their experiences with natural hazards in the City. This survey, once approved by the MPT, will be made available for distribution on the City's project website. APS will monitor, track and finally compile the responses to the survey after the allotted public review time has been completed. APS will share the information with the MPT and incorporate the data into the updated LHMP per FEMA requirements.

City Staff Requirements

The APS Team anticipates City staff will support this task by reviewing the engagement strategy memo and outreach content; posting outreach content to the City website and any other means of outreach; assisting with arranging meeting locations, timing, and pertinent information; and attending meetings to provide feedback during the planning process.

3. Plan Review

APS will review the previous LHMP completed in 2011. As part of this review process, APS will ensure that the current hazards addressed in the current version of the plan remain relevant to the City, and identify, if any, new hazards need to be added to the updated LHMP. The list to the right identifies the current hazards profiled in the 2011 LHMP and potential additions due to updated FEMA guidance.

Current Hazard Profiles
Earthquake Hazards (includes Liquefaction)
Flood Hazards
Drought Hazards
Extreme Heat Hazards
Dam Failure Hazards
Hazardous Materials Release
Climate Change (new requirement)

The APS Team as part of the review process, in partnership with the MPT, will discuss the current hazards profiled in the 2011 plan. During MPT Meeting #1 these hazard profiles will be confirmed and additional hazards/requirements will be discussed. The review process also includes an analysis and performance review of the previous LHMP's mitigation actions and the current completion status of these actions. APS in collaboration with the MPT will determine which mitigation actions shall remain in the updated plan, which actions should be edited to better

address the City's current needs, and which actions if any should be removed from the updated version of the plan. All of these changes shall be documented and included in the new plan as part of the update process and will meet the FEMA requirements

As part of the hazard profile updates additional GIS mapping and analysis will be conducted. Through this process, the City will have a deeper understanding of local conditions and how your critical facilities may be affected (see Figure 1 for an example).

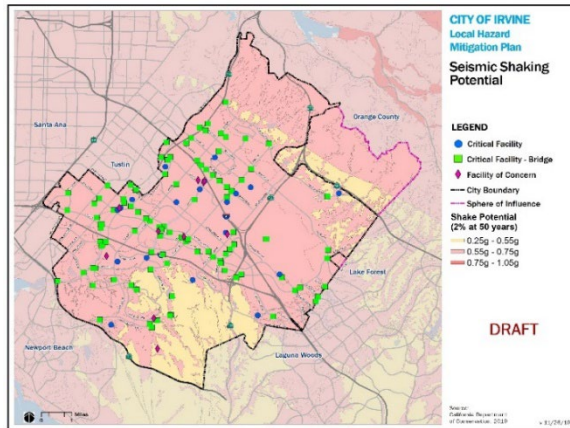


Figure 1 - Example of LHMP Seismic Hazards Mapping

As a standard practice, the APS Team addresses climate change within each hazard profile to ensure compliance with SB 379 requirements as well as FEMA guidance. This approach has been used by APS and has been found to make it easier to focus on updating the content within the plan, improving readability and continuity. The data and information gathered during this task will be shared with the MPT during Meeting #2. During this task, we typically provide a public outreach opportunity that conveys the overall project information and initial information gathered on the hazards of concern identified by the MPT for public input and feedback.

City Staff Requirements

The APS Team anticipates City staff will provide feedback on relevant hazards, data, and historical information on the hazards of concern and guidance on new issues or concerns to be incorporated into the plan.

4. Risk, Capability, and Vulnerability Assessments

Upon confirming the City's critical facilities inventory and initial GIS mapping, the APS Team will conduct a vulnerability assessment that relies on this information. This vulnerability assessment will include potential loss estimates, an analysis of the City's development trends and potential changes to demographics, and a social vulnerability analysis, relying on available GIS datasets provided by the City or other local, state, and/or federal agencies (FEMA National Risk Index). All maps prepared will be provided in both ArcGIS and PDF formats for City use. The data and information gathered during this task will be shared with the MPT during Meeting #2. A key input will include using FEMA's National Risk Index to estimate potential losses (Figure 2). This is in

Composite Expected Annual Loss		\$148,549.63	
Composite Expected Annual Loss Rate National Percentile		4.6	
Building EAL	\$104,794.97	Population EAL	0.00 fatalities
Building EAL Rate	\$1 per \$6.87K of building value	Population EAL Rate	1 per 984.64K people
Agriculture EAL	\$0.00	Population Equivalence EAL	\$43,754.65
Agriculture EAL Rate	--		

Figure 2 - FEMA National Risk Index - Composite Annual Loss for Needles

place of HazUS, as FEMA is now relying on this index to ensure greater consistency between local planning efforts and datasets developed by State and Federal agencies. One of the key factors to this portion of the update is ensuring that any risks and impacts that might have changed in the City since the previous plan was adopted are analyzed, evaluated, and discussed.

In addition to the mapping and analysis, the APS Team will also update the Capabilities Assessment to meet new FEMA requirements. This task includes a review of the existing planning regulations and programs that can support current mitigation capabilities. A key element of this review is identifying ways to expand this capability to ensure future efforts are easier and better integrated into the City mitigation planning framework.

City Staff Requirements

The APS Team anticipates City staff will provide feedback on the Critical Facilities Inventory, the vulnerability assessment and capabilities assessment results, and any relevant data/information that may assist with the analysis as part of this task.

5. Mitigation Strategy

To initiate the development of mitigation strategies and actions, the APS Team will review the General Plan Safety Element (being updated concurrently with the LHMP according to the RFP), Capital Improvement Plans, LHMPs from surrounding cities, and the State of California HMP. Based on this review, recommendations for the plan's hazard mitigation goals will be provided to the MPT for discussion and feedback.

Upon completion of the Capabilities Assessment and Mitigation Goals, the APS Team will prepare City mitigation strategies and actions for future implementation. Using our mitigation action worksheets, we will identify the department lead for the specific mitigation action, funding and staffing resources, time frame for completion, and implementation steps for each prioritized mitigation action. The data and information gathered during this task will be shared with the MPT during Meeting #3. As part of the mitigation actions development, the APS Team will create a Monitoring and Implementation Workbook that is incorporated into the Appendix of the LHMP. This workbook is intended to help City staff understand how mitigation actions should be monitored and implemented and opportunities to incorporate the plan and mitigation strategies and actions into other City functions and plans.

City Staff Requirements

The APS Team anticipates that City staff will provide feedback on potential strategies and capital improvement projects that may become actions. During MPT Meeting #2, it is expected that participants will help identify additional actions to incorporate into the plan, priorities for these actions, and other relevant information to finalize them.

6. Draft Plan Update, Local Review and Revisions

Upon completing the previous phases, the APS Team will prepare the Administrative Draft LHMP for City staff review. Using the process identified above, members of the MPT will be assisting with plan development as the research, mapping, and analysis are conducted. In doing so, MPT members will recognize much of the plan content based on their feedback and review in MPT meetings 1, 2, and 3. Upon completion, the plan will be provided to City staff for review and

comment. Completion of the Administrative Draft LHMP will include a Chapter within the plan that identifies the following key information required by FEMA:

- LHMP Monitoring, Evaluation, Implementation, and Updates
- Incorporation of the LHMP in existing planning mechanisms
- Schedule for LHMP Implementation
- Continued Public Involvement during the 5-year implementation period.

Once the APS Team has received a consolidated set of comments on the Administrative Draft Plan, the Public Review Draft LHMP will be prepared alongside the FEMA Plan Review Tool, which accompanies the plan when submitted to Cal OES/FEMA for approval.

Upon completion of revisions and approval from the City, the Public Review Draft LHMP will be distributed for public review. Using the City's website and other means of outreach used by the City, the APS Team will work with staff to identify where the document can be accessed, either electronically or in hard copy. We typically recommend a review period of 30 days, but this can be modified based on staff desires and schedule constraints. We also anticipate City staff will share this as an informational item at a Needles City Council and Planning Commission meetings that occurs during the public review process, allowing for questions, comments, and feedback from the public and elected/appointed officials. A compilation of public review comments will be incorporated into the plan, where appropriate, before transmittal to Cal OES/FEMA.

City Staff Requirements

The APS Team anticipates City staff will provide feedback on the Administrative Draft LHMP document. If MPT members identify additional information during this review, this information can be shared and incorporated into the Public Review Draft LHMP.

The APS Team anticipates City staff will assist with outreach and engagement efforts during the public review period. Relying on content prepared by the APS Team, we will work with City staff during the public review period so they have the information needed to effectively share with residents and property owners.

7. Plan Submittal, Acceptance and Adoption

Upon completing the public review period, the APS Team will review the comments received and prepare the LHMP for transmittal to Cal OES/FEMA. Completing this task also includes finalizing the FEMA Plan Review Tool (Crosswalk), which accompanies the document when transmitted. Upon receiving comments from Cal OES and FEMA (if warranted), the APS Team will prepare revisions and coordinate with agency staff until deemed satisfactory, allowing for City adoption.

City Staff Requirements

The APS Team anticipates City staff will review requested revisions by Cal OES/FEMA, if necessary.

Local Hazard Mitigation Plan Adoption

Upon receiving an Approvable Pending Adoption (APA) letter from FEMA, the APS Team will prepare a final version of the LHMP for presentation and adoption at City Council. The APS Team will assist staff with staff report content and an adoption resolution as part of this task. This step in the process concludes the hazard mitigation plan update and ensures compliance with state

and Federal requirements. Upon adoption, the City becomes eligible for FEMA hazard mitigation grants for another 5-year period.

City Staff Requirements

The APS Team anticipates City staff will provide preferred document templates/formats for adoption materials and provide comments and feedback on presentation materials prepared by the APS Team. This task also assumes City staff will coordinate the dates and times for adoption hearings and any notice required to support those hearings.

8. Integration with City General Plan Safety Element

According to the RFP, the General Plan Safety Element is being updated concurrently with the LHMP. The major benefit to the City is that mitigation strategies from the LHMP and policies in Safety Element can be made to reinforce and support each other. As part of the update, coordination and communication with the Safety Element update team will be invaluable for both projects including; the sharing of historical and current hazard data, hazard mapping, and general hazard information, as well as policy development designed to compliment the two documents and ensure integration of ideas and policy. Key areas of focus for integration include climate adaptation information that helps with SB 379 compliance, as well as AB 747 compliance, which has been identified as an optional task. The Safety Element itself will also be incorporated into the LHMP through reference and specific language within the LHMP Resolution of Adoption.

Optional Tasks

While not specifically called out within the RFP, the Atlas Planning Solutions Team has identified the following optional tasks, which could compliment the City's LHMP Update:

- AB 747 Evacuation Assessment – In accordance with AB 747, Cities and Counties in California are required to assess evacuation routes and their capacity, safety, and viability under a range of emergency scenarios in the development of a Local Hazard Mitigation Plan. This task would include the necessary analysis required for AB 747 compliance similar to the projects we have completed or are currently underway.
- Emergency Operations Plan Update – the City of Needles is required to have an Emergency Operations Plan (EOP) that complies with Federal and State requirements. The Atlas Planning Solutions Team has had great success supporting jurisdictions that undertake an EOP update alongside their LHMP updates. Through this effort, the City can realize greater efficiency and integration of these two plans further reinforcing how the City addresses natural and human-caused hazards.
- Table Top Exercise – Often the update of both the LHMP and EOP together provides an opportunity to train City Departments and staff on the proper use of emergency management documents and procedures. The use of a Table Top Exercise is a great way to help communities understand these plans and recognize their roles during an emergency incident. This task would provide staff with an opportunity to exercise these documents and better understand expectations during a hazard incident.

Proposed Project Schedule and Timeline

The schedule provided assumes an efficient planning process and discrete timeframes for internal and external outreach and coordination. Based on the proposed schedule, the APS Team anticipates an 11 to 12-month schedule to complete this project.

LHMP Tasks	2024											
	January	February	March	April	May	June	July	August	September	October	November	December
1. Project Initiation												
Kick-off Meeting (1)	*											
Current LHMP, Safety Element, Related Documents Review												
Hazard Mitigation Planning Committee Meetings/Work Sessions (3)		*	*	*								
2. Public Engagement												
Public Outreach Workshops (2)			*			*						
Engagement Strategy Development and Implementation												
3. Plan Review												
Updated Hazard Profiles												
Updated Hazard Mapping												
Updated Development Trends, Social Vulnerability, and Demographics												
4. Risk, Capability, and Vulnerability Assessments												
Develop Risk Assessment												
Updated Vulnerability Assessment												
Updated Capabilities Assessment												
5. Mitigation Strategy												
Current Mitigation Action Status and Review												
Updated Mitigation Action Table/Matrix												
Creation of Monitoring and Implementation Workbook												
6. Draft Plan Update, Local Review and Revisions												
Preparation of Administrative Draft LHMP												
Preparation of Public Review Draft LHMP												
7. Plan Submittal, Acceptance and Adoption												
Preparation of Cal OES/FEMA Draft LHMP and Review Tool												
Cal OES and FEMA Review/Revisions												
City Council Adoption												
8. Integration with City General Plan Safety Element												
Safety Element Coordination/Integration												

* Denotes a Meeting (virtual or in person)

Atlas Planning Team Tasks

Review Periods (Staff, Public, Agency)

VI. Client References

The following client references are provided to the City of Needles for their review:

Client Name	City of Huntington Beach	APS has supported the City on updates to both the Emergency Operations Plan and Local Hazard Mitigation Plan. LHMP Updates have occurred in 2012, 2017, and 2022.
Contact Name and Title	Brevyn Mettler, Emergency Services Coordinator	
Company Address	2000 Main St, Huntington Beach, CA 92648	
Contact Telephone Number	714-374-1565	
Contact Email	brevyn.mettler@surfcity-hb.com	
Timeframe	July 2012 -Current	
Client Name	PlaceWorks	APS has supported PlaceWorks on various projects since its inception. Key projects include the City of San Bernardino LHMP/EOP Updates, Hollister LHMP, and is currently assisting with the San Mateo County Safety Elements update project.
Contact Name and Title	Colin Drukker, Principal Tammy Seale, Principal	
Company Address	3 MacArthur Place, Suite 1100 Santa Ana, CA 92707	
Contact Telephone Number	714-966-9220	
Contact Email	cdrukker@placeworks.com tseale@placeworks.com	
Timeframe	Since 2018	
Client Name	City of Anaheim	APS supported the City of Anaheim with updates to their General Plan Safety Element and Local Hazard Mitigation Plan, which included the preparation of a Climate Adaptation Vulnerability Assessment.
Contact Name and Title	Dr. Jannine Wilmoth	
Company Address	201 S. Anaheim Blvd, Suite 300, Anaheim, CA 92805	
Contact Telephone Number	714-765-4095	
Contact Email	jwilmoth@anaheim.net	
Timeframe	June 2021 – January 2023	
Client Name	City of Rancho Cucamonga – (Prior) City of Ontario (Current - 2023) <i>(Joseph Ramos recently accepted a position at the City of Ontario, where Atlas Planning Solutions is currently assisting the City with an LHMP and EOP Update)</i>	City of Rancho Cucamonga - APS supported the City on updates to not only the Local Hazard Mitigation Plan, but both the Safety Element and Emergency Operations Plan. City of Ontario - APS is supporting the City with the update to the LHMP (this is one of the first LHMPs approved by FEMA under the new 2023 guidance), an update to the Emergency Operations Plan, as well as completing an Emergency Evacuation Assessment.
Contact Name and Title	Joseph Ramos, Emergency Manager	
Company Address	415 E. B Street, Ontario, CA 91764	
Contact Telephone Number	909-395-2580	
Contact Email	jramos@ontarioca.gov	
Timeframe	<i>City of Rancho Cucamonga (2019 – 2021 significant delay due to Covid-19 epidemic, project was originally scheduled for 13-month completion)</i> <i>City of Ontario (August 2022 – Current)</i>	

VII. Project Cost

The cost proposal is included in a separate PDF for review, as instructed in the RFP submittal deadline and format section.

VII. Project Cost

The following cost proposal provided by Atlas Planning Solutions is based on the following assumptions:

- Plan preparation will rely on readily available information from relevant County and State plans.
- The proposed fee is our best estimation based on our understanding of City needs. If any assumptions are incorrect or require refinement, the APS Team will be happy to work with the City to refine this estimate.
- Atlas Planning Solutions recommends a 10% contingency for the project to accommodate additional City needs or requests to be used under the direction and approval of the City's Project Manager.

Atlas Planning Team Staff	Aaron Pfannenstiel (APS)	Suzanne Murray (APS)	Dennis Larson (APS)	Crystal Stueve (APS)	Robert Jackson (APS)	Lee Rosenberg (NPA)	FEE
Hourly Billing Rates	\$225	\$140	\$175	\$140	\$120	\$150	
1. Project Initiation							
Kick-off Meeting (1)	2		2	2	2	2	\$1,620
Current LHMP, Safety Element, Related Documents Review	2		2	4	4		\$1,840
Hazard Mitigation Planning Committee Meetings/Work Sessions (3)	12			6	12		\$4,980
2. Public Engagement							
Public Outreach Workshops (2)	8			4	8		\$3,320
Engagement Strategy Development and Implementation	2	8		2	8		\$2,810
3. Plan Review							
Updated Hazard Profiles	2	4		8	16		\$4,050
Updated Hazard Mapping	2		24				\$4,650
Updated Development Trends, Social Vulnerability, and Demographics	2	4	8	4	4		\$3,450
4. Risk, Capability, and Vulnerability Assessments							
Develop Risk Assessment	2		4	8	8		\$3,230
Updated Vulnerability Assessment	2	4	8	4	8		\$3,930
Updated Capabilities Assessment	2	4				16	\$3,410
5. Mitigation Strategy							
Current Mitigation Action Status and Review	2			4	8		\$1,970
Updated Mitigation Action Table/Matrix	2	4		4	16		\$3,490
Creation of Monitoring and Implementation Workbook	2	8		2	4		\$2,330
6. Draft Plan Update, Local Review and Revisions							
Preparation of Administrative Draft LHMP	2	4		8	8	4	\$3,690
Preparation of Public Review Draft LHMP	2	2		4	16		\$3,210
7. Plan Submittal, Acceptance and Adoption							
Preparation of Cal OES/FEMA Draft LHMP and Review Tool	2	4		4	8		\$2,530
Cal OES and FEMA Review/Revisions	4	2		4	4		\$2,220
City Council Adoption	6				6		\$2,070
8. Integration with City General Plan Safety Element							
Safety Element Coordination/Integration	4				4		\$1,380
Total	64	48	48	72	144	22	\$60,180
Optional Tasks							Budget Range
AB 747 Evacuation Assessment							\$18,000-\$22,000
Emergency Operations Plan Update							\$20,000-\$32,000
Table Top Exercise							\$12,000-\$18,000

Attachment A – Staff Resumes

The following resumes for Atlas Planning Solutions Team members supporting the Needles LHMP Update are provided below.



AARON PFANNENSTIEL, AICP

Principal, CFO

Email: aaron@atlasplanning.org

Phone: 951-444-9379

Years of Experience: 22

EDUCATION/DEGREES

- MURP, 2005, Regional Planning/Urban Planning, California State Polytechnic University, Pomona
- BA, 2001, Environmental Studies, University of California at Santa Barbara
- BS, 2001, Geological Sciences, University of California at Santa Barbara

PROJECT MANAGER | SAFETY ELEMENT AND HAZARD MITIGATION SME

Aaron has 20 years of experience in community planning, focusing on emergency management, hazard mitigation, and community resiliency. With a background in geology, environmental studies, and urban planning, he helps clients understand hazards, assess vulnerabilities, and develop policies, programs, and mitigation strategies that make communities safer. Over the past decade, he has also trained hundreds of students, planners, and other professionals in these topics.

Aaron incorporates hazard mitigation into comprehensive planning projects to increase resiliency in communities. He prepares local and multi-jurisdictional hazard mitigation plans, emergency operations plans, general plans, and safety elements. He recently assisted clients with developing innovative planning practices as part of a pilot program that enhances communities' adaptation to wildfires. Aaron has also prepared environmental documents for CEQA compliance and due diligence and feasibility studies, and he has conducted community outreach and education efforts in communities throughout California.

RELEVANT AND CURRENT EXPERIENCE

Local Hazard Mitigation Plan Updates

Supported the preparation and updates of Local Hazard Mitigation Plans for the following jurisdictions:

- City of Anaheim
- City of Costa Mesa
- City of Hollister
- City of Huntington Beach
- City of Irvine
- City of Loma Linda
- City of Rancho Cucamonga
- City of Stanton
- City of Vernon

General Plan Safety Elements

Supported the preparation of general plan safety element updates for the following jurisdictions:

- City of Anaheim
- City of Canyon Lake
- City of Encinitas
- City of Laguna Beach
- City of Lancaster
- City of Loma Linda
- City of Rancho Cucamonga
- City of Saratoga
- Town of Hillsborough
- Town of Portola Valley
- San Diego County
- Mendocino County



SUZANNE MURRAY

Principal, CEO

Phone: 951-444-9379

Email: suzanne@atlasplanning.org

Years of Experience: 16

Education/Degrees:

- M.A., Current, Emergency Management/Homeland Security, AMU
- M.A., 2008, English, National University
- B.A., 2004, English, University of California Riverside
- A.A., 2007, Intelligence Operations, Cochise College, Sierra Vista, AZ
- Certificate, 2021, Copyediting, UCSD Extension

TECHNICAL WRITER, EDITOR | RESEARCHER | ANALYST | EDUCATOR

Suzanne Murray has authored many classified government documents throughout a 16-year career in the military. Notable documents include research and White Paper composition on Afghanistan tribes and human terrain in Afghanistan and Iraq, and North Korean cyberterrorism threats on United States ports of entry. Additional documents include training manuals for unit training to enhance readiness and training capabilities.

Relevant and Current Project Experience

Local Hazard Mitigation Plan Updates

Supported the preparation and updates of Local Hazard Mitigation Plans for the following jurisdictions:

- City of Anaheim
- City of Costa Mesa
- City of Hollister
- City of Huntington Beach
- City of Irvine
- City of Loma Linda
- City of Rancho Cucamonga
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- City of Anaheim
- City of Canyon Lake
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- City of Laguna Beach
- City of Lancaster
- City of Loma Linda
- City of Rancho Cucamonga
- City of Saratoga
- Town of Hillsborough
- Town of Portola Valley
- San Diego County
- Mendocino County

OTHER RELEVANT EXPERIENCE

United States Army Reserve, Human Intelligence Collector, 2004-Present

SAIC, Researcher for Detained Personnel in Bagram Afghanistan, 2011-2013



DENNIS LARSON

Senior Planner

Phone: 951-444-9379

Years of Experience: 24

Education/Degrees:

- MA, Economics, California State San Diego
- BA, Geography, California State San Diego

HAZARD MITIGATION PLANNER | GIS MAPPING TECHNICAL EXPERT | CLIMATE CHANGE SUBJECT MATTER EXPERT

Mr. Larson has 18 years of experience in public agency program management, policy research, and technical analysis. His specialties include long-range planning, hazard mitigation, climate resiliency, Geographic Information Services, and economic impact analyses. Dennis helps public agencies and private firms develop and evaluate policies, programs, and strategies with measurable performance impacts.

Relevant and Current Project Experience

Local Hazard Mitigation Plan Updates

Supported the preparation and updates of Local Hazard Mitigation Plans for the following jurisdictions:

- City of Anaheim, Local Hazard Mitigation Plan Update
- City of Costa Mesa, Local Hazard Mitigation Plan
- City of Hollister, Local Hazard Mitigation Plan Update
- City of Huntington Beach Local Hazard Mitigation Plan Update
- City of Irvine, Local Hazard Mitigation Plan Update
- City of Loma Linda Local Hazard Mitigation Plan Update
- City of Rancho Cucamonga Local Hazard Mitigation Plan Update
- City of Stanton, Local Hazard Mitigation Plan
- City of Vernon, Local Hazard Mitigation Plan Update

OTHER RELEVANT EXPERIENCE

- San Diego Unified Port District, Port Master Plan Update, Safety and Resiliency Element
- San Diego Unified Port District, AB691 SLR Vulnerability Assessment and Coastal Resiliency Report
- San Diego Unified Port District, San Diego Ocean Planning Partnership and Preliminary Assessment Report
- San Diego Regional Climate Collaborative and National Oceanic and Atmospheric Administration, Comparing Sea Level Rise Adaptation Strategies in San Diego: An Application of the NOAA Economic Framework
- City of Encinitas, FEMA Benefit-Cost Analysis for Coastal Hazard Resiliency
- City of San Diego, Otay Mesa Community Plan Update, Public Facilities, Safety, & Services Element



CRYSTAL STUEVE

Senior Planner

Phone: 951-444-9379

Email: crystal@atlasplanning.org

Years of Experience: 16

Education/Degrees:

- MA, 2017, Mass Communications & Journalism, Kent State University
- BS, 2012, Intelligence Management, Henley-Putnam University

RESEARCHER | ANALYST | TECHNICAL WRITER AND EDITOR

Crystal Stueve has authored many classified government documents throughout her 19-year career in the military. Notable compositions include research and analytical reports on the Islamic State of Iraq and the Levant (ISIL) and militia groups within Iraq, and tactical and strategic reporting on Mexican Drug Trafficking Organizations and transnational organized crime that pose an immediate threat to national security. Additional documents include training manuals and unit standard operating procedures to enhance unit readiness and training capabilities.

Relevant and Current Project Experience

Local Hazard Mitigation Plan Updates

Supported the preparation and updates of Local Hazard Mitigation Plans for the following jurisdictions:

- City of Anaheim
- City of Costa Mesa
- City of Hollister
- City of Huntington Beach
- City of Rancho Cucamonga
- City of Stanton
- City of Vernon

General Plan Safety Elements

Supported the preparation of general plan safety element updates for the following jurisdictions:

- City of Anaheim
- City of Encinitas
- City of Lancaster
- City of Loma Linda
- City of Rancho Cucamonga
- City of Saratoga
- San Diego County
- Mendocino County

Emergency Operations Plan Updates

Supported the preparation of emergency operations plan updates for the following jurisdictions:

City of Costa Mesa, City of Loma Linda, City of Rancho Cucamonga, City of Newport Beach, Inyo County

OTHER RELEVANT EXPERIENCE

San Bernardino Police Department, Criminal Investigation Officer/EOC Specialist, 2018-2020

US Army Reserve, Human Intelligence Collector, 2014-Present

US Army Civil Affairs and Psychological Operations Command (Airborne) – Emergency Operations Center Analyst, 2012-2014

United States Army Reserve, Weapons of Mass Destruction Specialist, 2002-2012



ROBERT JACKSON

Associate Planner

Phone: 951-444-9379

Email: robert@atlasplanning.org

Years of Experience: 3

RESEARCHER | ANALYST

Robert Jackson has worked for Atlas Planning as an assistant planner and has been an integral part in a multitude of projects since joining the team. He has experience in Local Hazard Mitigation Plan document preparation and updates. General Plan Safety Element update research, document review, and composition. While newer to the planning world, he has proven to be a valuable asset to the Atlas Planning Team.

Relevant and Current Project Experience

Local Hazard Mitigation Plan Updates

Supported the preparation and updates of Local Hazard Mitigation Plans for the following jurisdictions:

- *City of Anaheim, Local Hazard Mitigation Plan Update*
- *City of Costa Mesa, Local Hazard Mitigation Plan*
- *City of Hollister, Local Hazard Mitigation Plan Update*
- *City of Huntington Beach Local Hazard Mitigation Plan Update*
- *City of Irvine, Local Hazard Mitigation Plan Update*
- *City of Loma Linda Local Hazard Mitigation Plan Update*
- *City of Rancho Cucamonga Local Hazard Mitigation Plan Update*
- *City of Stanton, Local Hazard Mitigation Plan*
- *City of Vernon, Local Hazard Mitigation Plan Update*

General Plan Safety Elements

Supported the preparation of general plan safety element updates for the following jurisdictions:

- *City of Anaheim General Plan Safety Element Update*
- *City of Canyon Lake Safety Element Update*
- *City of Encinitas Safety Element Update*
- *City of Laguna Beach General Plan Safety Element Update*
- *City of Lancaster, General Plan Safety Element Update*
- *City of Loma Linda General Plan Safety Element Update*
- *City of Rancho Cucamonga General Plan Safety Element*
- *City of Saratoga General Plan Safety Element*
- *Town of Hillsborough General Plan Safety Element*
- *Town of Portola Valley General Plan Safety Element*
- *San Diego County General Plan Safety Element Update*
- *Mendocino County General Plan Safety Element Update*



Lee Rosenberg, CEM

Managing Principal

Years of Experience: 40 years

Education and Certifications

- Certified Emergency Manager (CEM), International Association of Emergency Managers, 2021
- Northwestern University, Master of Engineering Management

Professional Summary

Lee Rosenberg is the owner and managing director of Navigating Preparedness Associates. As the company leader, he provides direction to staff who deliver comprehensive emergency preparedness services to the government and industry. With more than 30 years of emergency management, national security, and homeland security experience, Mr. Rosenberg has a broad and deep knowledge of the practical application of operations and policy in these areas. He has a particular focus on hazard mitigation plan development and program implementation.

Mr. Rosenberg led the URS Corporation's Oakland environmental service department and West Coast emergency preparedness practice from 2008 to 2014. He served as a Federal Coordinating Officer for FEMA Region IX from 2006 to 2008, where he provided support to states for numerous presidentially declared disasters. Before working for FEMA, Mr. Rosenberg completed a 30-year career in the US Navy, during which time he served as the commanding officer of a destroyer and as the commander of a large amphibious assault craft base. He is a combat veteran of Operation Desert Storm and retired as a Captain.

Local Hazard Mitigation Plan Updates:

- City of Artesia
- City of Hawthorne,
- City of Lynwood
- Valley County Water District,
- City of Hermosa Beach
- Tulare County MJHMP

2015-2016 - San Francisco Bay Ferry/Water Emergency Transportation Authority, Emergency Response Plan (ERP) and EOP Revision

2006-2008 - FEMA RIX, Disaster Response Operations, Federal Coordinating Officer Director, Joint Field Office, Kiholo Bay Earthquake, Honolulu, HI

2004-2006 - US Navy, Deputy Chief of Staff, Plans and Exercises Division, US Coast Guard Pacific Area

1976-2006 - Captain, US Navy



Proposal for:

Local Hazard Mitigation Plan Update Cost Proposal – Separate Cover

City of Needles
817 Third Street
Needles, CA 92363

Atlas Planning Solutions
6578 BARRANCA DR | RIVERSIDE, CA 92506

EXHIBIT C

Insurance Requirements

Time for Compliance.

Consultant shall not commence Services under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the City that the subcontractor has secured all insurance required under this section.

Minimum Requirements.

Consultant shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Consultant, its agents, representatives, employees or subcontractors. Consultant shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

- i. **General liability.** Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO “insured contract” language will not be accepted.
- ii. **Automobile liability.** Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with the Services to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.
- iii. **Professional liability (errors & omissions).** Consultant shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement and Consultant agrees to maintain continuous coverage through a period no less than three (3) years after completion of the Services required by this Agreement.
- iv. **Worker’s Compensation.** Consultant shall maintain Workers’ Compensation Insurance (Statutory Limits) and Employer’s Liability Insurance (with limits of at least \$1,000,000).

Other Provisions or Requirements

- **Separation of Insureds; No Special Limitations.** All insurance required by this Section shall contain standard separation of insured's provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the City, its directors, officials, officers, employees, agents and volunteers.
- **Deductibles and Self-Insurance Retentions.** Any deductibles or self-insured retentions must be declared to and approved by the City. Consultant shall guarantee that, at the option of the City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its directors, officials, officers, employees, agents and volunteers; or (2) the Consultant shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.
- **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VII, licensed to do business in California, and satisfactory to the City.
- **Proof of insurance.** Consultant shall provide certificates of insurance to City as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by the City prior to commencement of performance. Current certification of insurance shall be kept on file with City at all times during the term of this contract. City reserves the right to require complete, certified copies of all required insurance policies, at any time.
- **City Approval.** All coverage types and limits required are subject to approval, modification and additional requirements by City, as the need arises. Consultant shall not make any reductions in scope of coverage (e.g. elimination of contractual liability or reduction of discovery period) that may affect City's protection without City's prior written consent.
- **Primary/noncontributing.** Coverage provided by Consultant shall be primary and any insurance or self-insurance procured or maintained by City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

City's rights of enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments.

In the alternative, City may cancel this Agreement. Consultant acknowledges and agrees that any actual or alleged failure on the part of the City to inform Consultant of non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.

- **Waiver of subrogation.** All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against City, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.
- **Requirements not limiting.** Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.
- **Notice of cancellation.** Consultant agrees to oblige its insurance agent or broker and insurers to provide to City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.
- **Additional insured status.** All policies required herein shall provide or be endorsed to provide that City and its officers, officials, employees, and agents, and volunteers shall be additional insureds under such policies.
- **Pass through clause.** Consultant agrees to ensure that its subconsultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by Consultant, provide the same minimum insurance coverage and endorsements required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to City for review.
- **City's right to revise specifications.** The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Consultant, the City and Consultant may renegotiate Consultant's compensation.

- **Timely notice of claims.** Consultant shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.
- **Additional insurance.** Consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

EXHIBIT D

FEMA CONTRACT TERMS AND CERTIFICATION

To the extent applicable, the following provisions apply to this Agreement:

1. **PURPOSE.** The parties are entering into the Agreement for a Hazard Mitigation Plan Update funded by the U.S. Department of Homeland Security--Federal Emergency Management ("FEMA"). The Agreement shall contain the federally required contract provisions in addition to the FEMA recommended provisions. In the event of a conflict in the terms set forth in the Professional Services Agreement and the terms set forth in this Exhibit D, the terms set forth in this Exhibit D shall control.
2. **REMEDIES.** All administrative, contractual, or other legal remedies available by law, including sanctions and penalties, are available to the parties in the event of a breach of contract.
3. **TERMINATION FOR CAUSE OR CONVENIENCE.** This Agreement may be terminated by the City with or without cause upon ten (10) days prior notice to the other party.
4. **EQUAL EMPLOYMENT OPPORTUNITY.** During the performance of this Agreement, the Consultant agrees as follows:
 - a. The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin.
 - b. Such action shall include, but not be limited to the following:
 - 1) Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
 - 2) The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

- 3) The Consultant will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Consultant's legal duty to furnish information.
- 4) The Consultant will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Consultant's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 5) The Consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 6) The Consultant will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 7) In the event of the Consultant's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Consultant may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- 8) The Consultant will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Consultant will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Consultant becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

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

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

The City further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Consultant debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the City agrees that if it fails or refuses to comply with these undertakings, the administering

agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the City under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such City; and refer the case to the Department of Justice for appropriate legal proceedings.

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

6. **COPELAND ANTI-KICKBACK ACT.**

- a. Consultant. The Consultant shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this Agreement.
- b. Subcontracts. The Consultant or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Consultant shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- c. Breach. A breach of the contract clauses above may be grounds for termination of the Agreement, and for debarment as a Consultant and subcontractor as provided in 29 C.F.R. § 5.12.

7. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

- a. Overtime Requirements. As required by 29 C.F.R. § 5.5(b), no contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

- b. Violation; Liability for Unpaid Wages; Liquidated Damages. In the event of any violation of the clause set forth in paragraph (1) of this section the Consultant and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Consultant and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- c. Withholding for Unpaid Wages and Liquidated Damages. The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Consultant or subcontractor under any such contract or any other Federal contract with the same prime Consultant, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Consultant, such sums as may be determined to be necessary to satisfy any liabilities of such Consultant or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- d. Subcontracts. The Consultant or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Consultant shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a) through (d) of this section.

8. **RIGHTS TO INVENTIONS.** All materials produced under this Agreement shall be considered “works for hire” as defined by the U.S. Copyright Act and shall be owned by the City.

9. **CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT.**

- a. Clean Air Act. The Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. The Consultant agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. The Consultant agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance

provided by FEMA.

- b. Federal Water Pollution Control Act. The Consultant agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Consultant agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. The Consultant agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

- 10. DEBARMENT AND SUSPENSION.** If this Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000, the Consultant is required to verify that none of the Consultant's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). The Consultant must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by the City. If it is later determined that the Consultant did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

- 11. PROCUREMENT OF RECOVERED MATERIALS.** In the performance of this Agreement, the Consultant shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired i) competitively within a timeframe providing for compliance with the Agreement performance schedule; ii) meeting Agreement performance requirements; or ii) at a reasonable price. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>. The Consultant also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

- 12. ACCESS TO RECORDS.** The Consultant agrees to provide the City, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized

representatives access to any books, documents, papers, and records of the Consultant which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions, to the extent allowed by law. The Consultant agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. The Consultant agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the Agreement. In compliance with the Disaster Recovery Act of 2018, the City and the Consultant acknowledge and agree that no language in this Agreement is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

- 13. CONTRACT AMENDMENTS.** This Agreement may only be amended upon the mutual written agreement of the parties.
- 14. DHS SEAL, LOGO, AND FLAGS.** The Consultant shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.
- 15. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS.**
This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the Agreement. The Consultant will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.
- 16. NO OBLIGATION BY FEDERAL GOVERNMENT.** The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the non-Federal entity, Consultant, or any other party pertaining to any matter resulting from this Agreement.
- 17. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Consultant acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Consultant's actions pertaining to this Agreement.

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

Required Certification. If applicable, contractors must sign and submit to the non-federal entity the following certification.

APPENDIX A, 44 C.F.R. PART 18 — CERTIFICATION REGARDING LOBBYING
Certification for Contracts, Grants, Loans, and Cooperative Agreements

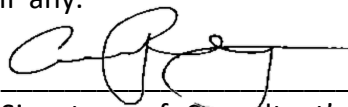
The undersigned certifies, to the best of his or her knowledge and belief, that:

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this

transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Consultant certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Consultant understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.



Signature of Consultant's Authorized Official

Aaron Pfannenstiel, Chief Financial Officer _____
Name and Title of Authorized Official

February 7, 2024 _____
Date



City of Needles, California Request for City Council Action

☒ CITY COUNCIL ☐ NPUA

☒ Regular ☐ Special

Meeting Date: February 13, 2024

Title: Warrants

Background: n/a

Fiscal Impact: n/a

Environmental Impact:

Recommended Action: Approve the Warrants Register through February 13, 2024

Submitted By: Barbara DiLeo, Finance Department

City Manager Approval: _____

Date: _____

Other Department Approval (when required): _____

Date: _____

Approved: ☐

Not Approved: ☐

Tabled: ☐

Other: ☐

Agenda Item: 7

**CITY OF NEEDLES CITY COUNCIL
WARRANT SUMMARY TOTALS FOR JANUARY 24, 2024**

FUND 101	GENERAL FUND	1/24/2024(2)	FUND AMT.	24-Jan	23-24 BUDGET
101.1015.412	CITY ATTORNEY	\$ 503.11		\$ 42,182.95	\$ 80,000.00
101.1020.413	CITY MANAGER	\$ -		\$ 174,044.85	\$ 230,592.00
101.1025.415	FINANCE DEPT.	\$ 160.00		\$ 703,186.69	\$ 987,957.00
101.1030.414	CITY CLERK/COUNCIL/MAYOR	\$ 495.52		\$ 159,703.61	\$ 329,339.00
101.1035.416	PLANNING /ZONING	\$ 199.95		\$ 14,266.71	\$ 402,016.00
101.1040.417	ENGINEERING	\$ -		\$ 196,997.46	\$ 439,483.00
101.1060.410	COMMUNITY PROMOTIONS	\$ -		\$ 25,035.08	\$ 103,945.00
101.1070.410	SENIOR CENTER	\$ -		\$ 36,445.17	\$ 62,202.00
101.2010.421	SHERIFF	\$ -		\$ 2,143,411.61	\$ 3,759,034.00
101.2020.423	ANIMAL SHELTER/CONTROL	\$ 1,259.87		\$ 122,725.34	\$ 261,130.00
101.2025.424	BUILDING & SAFETY	\$ -		\$ 145,435.54	\$ 488,742.00
101.2030.423	CODE ENFORCEMENT	\$ -		\$ 348,926.12	\$ 806,188.00
101.3010.431	PUBLIC WORKS	\$ 35.12		\$ 376,652.44	\$ 818,943.00
101.4730.472	SANITATION	\$ -		\$ 102,743.35	\$ 177,467.00
101.5770.452.	AQUATICS	\$ -		\$ 105,660.92	\$ 246,913.00
101.5772.452	PARKS	\$ 199.76		\$ 353,364.27	\$ 760,504.00
101.5773.452	JACK SMITH PARK MARINA	\$ -		\$ 45,350.47	\$ 115,646.00
101.5774.452	RECREATION	\$ 1,063.12		\$ 243,151.94	\$ 386,397.00
GENERAL FUND	TOTAL ALL GF DEPARTMENTS		\$ 3,916.45		\$ 10,456,498.00
FUND 102	GEN. FUND CAPITAL PROJECT		\$ -	\$ 17,470.94	\$ 4,541,710.00
FUND 205	CDBG		\$ -	\$ 4,606.00	\$ 74,559.00
FUND 206	CEMETERY		\$ -	\$ 108,661.93	\$ 258,022.00
FUND 208	CALTRANS GRANTS		\$ -	\$ 89.74	\$ 1,173,000.00
FUND 210	SPECIAL GAS TAX		\$ -	\$ 81,179.00	\$ 258,629.00
FUND 213	DEPT OF HOUSE. & COMM DEVL		\$ -	\$ 34,780.00	\$ 48,522.00
FUND 214	SANBAG NEW LOCAL MEAS I		\$ -	\$ -	\$ 450,000.00
FUND 225	COPS-AB 3229 SUPPLEMENTAL		\$ -	\$ 78,960.60	\$ 272,973.00
FUND 227	HAZARD MITIGATION		\$ -	\$ 87.10	\$ 132,285.00
FUND 233	JACK SMITH PARK MARINA		\$ -	\$ 132,936.25	\$ 175,308.00
FUND 238	STATE RECREATION GRANTS		\$ -	\$ 227,238.84	\$ 2,819,424.00
FUND 239	CA.CONSERV RECYLING GRANT		\$ -	\$ 4,399.09	\$ 25,436.00
FUND 270	REDEVELOPMENT AGENCY		\$ -	\$ 170,394.44	\$ 20,000.00
FUND 470	RDA CAP PROJ.LOW & MOD.		\$ -	\$ 32,000.00	\$ 100,954.00
FUND 501	NPUA		\$ -	\$ 1,293,746.88	\$ 2,639,851.00
FUND 502	WATER DEPARTMENT		\$ 353.15	\$ 1,027,018.34	\$ 2,161,380.00
FUND 503	WASTEWATER DEPARTMENT		\$ -	\$ 704,711.61	\$ 1,312,828.00
FUND 505	SANITATION		\$ -	\$ 783,054.92	\$ 1,563,015.00
FUND 506	ALL AMERICAN CANAL PROJ.		\$ 19.99	\$ 950,921.95	\$ 1,041,800.00
FUND 507	GOLF FUND	\$ -		\$ -	
FUND 507-5761-453	GOLF MAINTENANCE DEPARTMENT	\$ -		\$ 363,386.45	\$ 696,256.00
FUND 507-5762-454	GOLF PRO SHOP DEPARTMENT	\$ -		\$ 220,670.61	\$ 413,638.00
FUND 507	GOLF FUND TOTAL		\$ -		
FUND 508	CUST.SVC/UT BUSINESS OFFICE		\$ -	\$ 194,701.71	\$ 496,825.00
FUND 509	MIS		\$ -	\$ 110,769.32	\$ 273,100.00
FUND 510	ADMIN. FACILITY		\$ 17.00	\$ 128,516.74	\$ 244,375.00
FUND 511	FLEET MANAGEMENT		\$ 504.76	\$ 122,091.01	\$ 278,476.00
FUND 512	VEHICLE REPLACEMENT		\$ -	\$ 247,885.00	\$ 247,885.00
FUND 520	SR DIAL A RIDE		\$ -	\$ 50,010.16	\$ 453,450.00
FUND 521	DIAL-A-RIDE MEDICAL TRANS.		\$ -	\$ 9,814.12	\$ 22,320.00
FUND 525	NEEDLES AREA TRANSIT (NAT)		\$ -	\$ 388,957.22	\$ 808,479.00
FUND 575	HOUSING		\$ 4,180.79	\$ 766,353.74	\$ 1,434,443.00
FUND 580	ELECTRIC		\$ 794.24	\$ 7,723,426.09	\$ 12,742,061.00
FUND 581	NPUA CAPITAL ELECTRIC		\$ -	\$ 51,110.43	\$ 506,170.00
FUND 582	NPUA CAPITAL WATER		\$ -	\$ 3,074,509.64	\$ 8,052,289.00
FUND 650	IMPACT FEES NORTH NEEDLES		\$ -	\$ 16,709.13	\$ 33,708.00
FUND 651	IMPACT FEES SOUTH AREAS		\$ -	\$ 5,139.72	\$ 45,912.00
TOTAL	ALL FUNDS & DEPARTMENTS		\$ 9,786.38	\$ 24,443,744.39	\$ 56,195,961.00

I certify that the expenditures/purchases to be paid by the warrants on this list have complied with the provisions of the City Code Chapter 8, Article II, Purchasing; and further, the funds to cover these purchases/expenditures, as City Audited, are included within the City

Patrick Martinez, City Manager

Date

Finance Department

Date

Virginia Tasker, City Treasurer

Date

CHECK NUMBER	VENDOR NUMBER	VENDOR NAME	SEQ#	CHECK DATE	CHECK AMOUNT	DISCOUNTS/RETAINAGE TAKEN
20168	284	SOUTHWEST GAS CORP.	00	01/24/2024	17.00	.00
20169	4130	WELLS FARGO (ACCT # 1755)	00	01/24/2024	1,063.12	.00
20170	4134	WELLS FARGO (ACCT # 1905)	00	01/24/2024	1,359.95	.00
20171	4132	WELLS FARGO (ACCT # 2414)	00	01/24/2024	19.99	.00
20172	4129	WELLS FARGO (ACCT # 3254)	00	01/24/2024	495.52	.00
20173	4128	WELLS FARGO (ACCT # 5392)	00	01/24/2024	794.24	.00
20174	4127	WELLS FARGO (ACCT # 5921)	00	01/24/2024	857.91	.00
20175	4131	WELLS FARGO (ACCT # 7827)	00	01/24/2024	1,762.98	.00
20176	4133	WELLS FARGO (ACCT # 8728)	00	01/24/2024	416.91	.00
20177	4149	WELLS FARGO (ACCT # 9877)	00	01/24/2024	596.94	.00
20178	4116	WELLS FARGO (ACCT# 3621)	00	01/24/2024	610.19	.00
20179	4115	WELLS FARGO (ACCT# 9105)	00	01/24/2024	2,791.63	.00
NUMBER OF CHECKS				12	9,786.38	
				GRAND TOTAL		

CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)	CHECK TOTAL
20168	284	SOUTHWEST GAS CORP.	003926		01/24/2024	510-4410-405.41-60	17.00 17.00 *	17.00
20169	4130	WELLS FARGO (ACCT # 1755)	004186 004187		01/24/2024 01/24/2024	101-5774-452.65-10 101-5774-452.61-06	982.82 80.30 1,063.12 *	1,063.12
20170	4134	WELLS FARGO (ACCT # 1905)	004136 004136		01/24/2024 01/24/2024	101-1025-415.56-00 101-1035-416.53-00	160.00 199.95 359.95 *	359.95
20171	4132	WELLS FARGO (ACCT # 2414)	004136		01/24/2024	502-4710-471.31-90	19.99 19.99 *	19.99
20172	4129	WELLS FARGO (ACCT # 3254)	004136 004136		01/24/2024 01/24/2024	101-1030-414.55-00 101-1030-414.31-70	426.00 69.52 495.52 *	495.52
20173	4128	WELLS FARGO (ACCT # 5392)	004137 004137 004137		01/24/2024 01/24/2024 01/24/2024	580-4750-473.43-04 580-4750-473.60-28 580-4750-473.43-57	403.18 220.87 170.19 794.24 *	794.24
20174	4127	WELLS FARGO (ACCT # 5921)	004137 004137 004137		01/24/2024 01/24/2024 01/24/2024	506-4713-477.61-01 502-4710-471.69-22 511-3021-432.43-38	19.99 333.16 504.76 857.91 *	857.91
20175	4131	WELLS FARGO (ACCT # 7827)	004136 004136 004136 004136		01/24/2024 01/24/2024 01/24/2024 01/24/2024	101-2020-423.61-02 101-2020-423.61-01 101-2020-423.31-40 101-0000-204.06-00	95.90 65.94 1,098.03 503.11 1,762.98 *	1,762.98
20176	4133	WELLS FARGO (ACCT # 8728)	004184 004184 004184		01/24/2024 01/24/2024 01/24/2024	101-3010-431.43-57 101-5772-452.43-04 575-5555-485.43-02	35.12 199.76 182.03 416.91 *	416.91
20177	4149	WELLS FARGO (ACCT # 9877)	004139 004139		01/24/2024 01/24/2024	575-5555-485.61-29 575-5555-485.31-40	46.94 550.00 596.94 *	596.94
20178	4116	WELLS FARGO (ACCT# 3621)	004139 004139 004139		01/24/2024 01/24/2024 01/24/2024	575-5555-485.61-01 575-5555-485.43-02 575-5555-485.52-20	22.05 574.94 13.20 610.19 *	610.19
20179	4115	WELLS FARGO (ACCT# 9105)	004139 004139		01/24/2024 01/24/2024	575-5555-485.61-01 575-5555-485.60-55	18.03 207.56	207.56

PAGE 2
ACCOUNTING PERIOD 2024/07
REPORT NUMBER 81

ACCOUNTS PAYABLE CHECK REGISTER BY BANK NUMBER

PREPARED01/24/2024, 7:07:41

PROGRAM: GM346L

CITY OF NEEDLES
BANK 04 WELLS FARGO BANK - CITY GENERAL CHECKING

CHECK	VENDOR	VENDOR	VOUCHER	P.O.	DATE	REMITTANCE AMOUNT	CHECK
NO	NO	NAME	NO	NO		(NET OF DISC/RETAIN)	TOTAL

20179	4115	WELLS FARGO (ACCT# 9105)	004139	01/24/2024	575-5555-485.43-02	1,968.00
			004139	01/24/2024	575-5555-485.61-29	48.04
			004139	01/24/2024	575-5555-485.31-40	550.00
						2,791.63 *

BANK/CHECK TOTAL	9,786.38
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ALL BANKS/CHECKS TOTAL	9,786.38
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**CITY OF NEEDLES CITY COUNCIL
WARRANT SUMMARY TOTALS FOR JANUARY 24, 2024**

		1/24/2024	FUND AMT.	24-Jan	23-24 BUDGET
FUND 101	GENERAL FUND	\$ 8.80			
101.1015.412	CITY ATTORNEY	\$ -		\$ 42,182.95	\$ 80,000.00
101.1020.413	CITY MANAGER	\$ 13.05		\$ 174,044.85	\$ 230,592.00
101.1025.415	FINANCE DEPT.	\$ -		\$ 684,592.68	\$ 987,957.00
101.1030.414	CITY CLERK/COUNCIL/MAYOR	\$ -		\$ 155,267.35	\$ 329,339.00
101.1035.416	PLANNING /ZONING	\$ -		\$ 10,588.29	\$ 402,016.00
101.1040.417	ENGINEERING	\$ -		\$ 192,711.67	\$ 439,483.00
101.1060.410	COMMUNITY PROMOTIONS	\$ -		\$ 23,035.08	\$ 103,945.00
101.1070.410	SENIOR CENTER	\$ -		\$ 33,973.83	\$ 62,202.00
101.2010.421	SHERIFF	\$ -		\$ 1,849,876.94	\$ 3,759,034.00
101.2020.423	ANIMAL SHELTER/CONTROL	\$ -		\$ 119,382.71	\$ 261,130.00
101.2025.424	BUILDING & SAFETY	\$ -		\$ 144,198.17	\$ 488,742.00
101.2030.423	CODE ENFORCEMENT	\$ -		\$ 340,254.58	\$ 806,188.00
101.3010.431	PUBLIC WORKS	\$ -		\$ 365,239.35	\$ 818,943.00
101.4730.472	SANITATION	\$ -		\$ 91,965.21	\$ 177,467.00
101.5770.462.	AQUATICS	\$ -		\$ 102,468.58	\$ 246,913.00
101.5772.452	PARKS	\$ -		\$ 334,969.27	\$ 760,504.00
101.5773.452	JACK SMITH PARK MARINA	\$ -		\$ 45,037.72	\$ 115,646.00
101.5774.452	RECREATION	\$ 220.33		\$ 237,355.97	\$ 386,397.00
GENERAL FUND	TOTAL ALL GF DEPARTMENTS		\$ 242.18		\$ 10,456,498.00
FUND 102	GEN. FUND CAPITAL PROJECT		\$ -	\$ 15,451.41	\$ 4,541,710.00
FUND 205	CDBG		\$ -	\$ 3,948.00	\$ 74,559.00
FUND 206	CEMETERY		\$ -	\$ 103,981.13	\$ 258,022.00
FUND 208	CALTRANS GRANTS		\$ -	\$ 89.74	\$ 1,173,000.00
FUND 210	SPECIAL GAS TAX		\$ -	\$ 69,582.00	\$ 258,629.00
FUND 213	DEPT OF HOUSE. & COMM DEVL		\$ -	\$ 34,780.00	\$ 48,522.00
FUND 214	SANBAG NEW LOCAL MEAS I		\$ -	\$ -	\$ 450,000.00
FUND 225	COPS-AB 3229 SUPPLEMENTAL		\$ -	\$ 70,909.27	\$ 272,973.00
FUND 227	HAZARD MITIGATION		\$ -	\$ 87.10	\$ 132,285.00
FUND 233	JACK SMITH PARK MARINA		\$ -	\$ 132,936.25	\$ 175,308.00
FUND 238	STATE RECREATION GRANTS		\$ 205,756.56	\$ 227,238.84	\$ 2,819,424.00
FUND 239	CA CONSERV RECYCLING GRANT		\$ -	\$ 4,399.09	\$ 25,436.00
FUND 270	REDEVELOPMENT AGENCY		\$ -	\$ 170,394.44	\$ 20,000.00
FUND 470	RDA CAP PROJ.LOW & MOD.		\$ -	\$ 32,000.00	\$ 100,954.00
FUND 501	NPUA		\$ -	\$ 1,293,746.88	\$ 2,639,851.00
FUND 502	WATER DEPARTMENT		\$ 346.13	\$ 1,027,018.34	\$ 2,161,380.00
FUND 503	WASTEWATER DEPARTMENT		\$ 1,098.05	\$ 704,711.61	\$ 1,312,828.00
FUND 505	SANITATION		\$ 102,301.62	\$ 783,054.92	\$ 1,563,015.00
FUND 506	ALL AMERICAN CANAL PROJ.		\$ -	\$ 948,921.75	\$ 1,041,800.00
FUND 507	GOLF FUND	\$ -		\$ -	
FUND 507-5761-453	GOLF MAINTENANCE DEPARTMENT	\$ 82.83		\$ 363,386.45	\$ 696,256.00
FUND 507-5762-454	GOLF PRO SHOP DEPARTMENT	\$ -		\$ 213,870.47	\$ 413,638.00
FUND 507	GOLF FUND TOTAL		\$ 82.83		
FUND 508	CUST.SVC/UT BUSINESS OFFICE		\$ -	\$ 191,798.88	\$ 496,825.00
FUND 509	MIS		\$ 5,174.70	\$ 110,769.32	\$ 273,100.00
FUND 510	ADMIN. FACILITY		\$ 2,138.22	\$ 128,516.74	\$ 244,375.00
FUND 511	FLEET MANAGEMENT		\$ -	\$ 113,708.18	\$ 278,476.00
FUND 512	VEHICLE REPLACEMENT		\$ -	\$ 247,885.00	\$ 247,885.00
FUND 520	SR DIAL A RIDE		\$ -	\$ 42,309.68	\$ 453,450.00
FUND 521	DIAL-A-RIDE MEDICAL TRANS.		\$ -	\$ 8,448.17	\$ 22,320.00
FUND 525	NEEDLES AREA TRANSIT (NAT)		\$ 143,960.50	\$ 388,957.22	\$ 808,479.00
FUND 575	HOUSING		\$ 4,500.00	\$ 766,353.74	\$ 1,434,443.00
FUND 580	ELECTRIC		\$ 89,637.31	\$ 7,723,426.09	\$ 12,742,061.00
FUND 581	NPUA CAPITAL ELECTRIC		\$ -	\$ 51,110.43	\$ 506,170.00
FUND 582	NPUA CAPITAL WATER		\$ 129,692.58	\$ 3,074,509.64	\$ 8,052,289.00
FUND 650	IMPACT FEES NORTH NEEDLES		\$ -	\$ 16,709.13	\$ 33,708.00
FUND 651	IMPACT FEES SOUTH AREAS		\$ -	\$ 5,139.72	\$ 45,912.00
TOTAL	ALL FUNDS & DEPARTMENTS		\$ 684,930.68	\$ 23,995,445.98	\$ 56,195,961.00

I certify that the expenditures/purchases to be paid by the warrants on this list have complied with the provisions of the City Code Chapter 8, Article II, Purchasing; and further, the funds to cover these purchases/expenditures, as City Audited, are included within the City

 2-6-24
Patrick Martinez, City Manager Date

 1/24/24
Finance Department Date

 2-8-24
Virginia Tasker, City Treasurer Date

CHECK NUMBER	VENDOR NUMBER	SEQ#	VENDOR NAME	CHECK DATE	CHECK AMOUNT	DISCOUNTS/RETAINAGE TAKEN
20118	4051	00	CORA CONSTRUCTORS, INC.	01/24/2024	126,835.05	.00
20119	2173	00	CREATIVE BUS SALES INC.	01/24/2024	143,960.50	.00
20120	3561	00	DIVISION OF THE STATE ARCHITECT	01/24/2024	8.80	.00
20121	1296	00	FRONTIER	01/24/2024	4,050.93	.00
20122	4147	00	GREENBERG TRAUIG, LLP	01/24/2024	88,144.95	.00
20123	3977	00	LANDIS+GYR TECHNOLOGY, INC	01/24/2024	3,807.53	.00
20124	139	00	MOHAVE VALLEY LANDFILL-4522	01/24/2024	390.04	.00
20125	309	00	REPUBLIC SERVICES #785	01/24/2024	102,301.62	.00
20126	4156	00	SMITHMARION	01/24/2024	4,500.00	.00
20127	3705	00	SUPERION, LLC	01/24/2024	5,174.70	.00
20128	4139	00	THREE PEAKS CORP	01/24/2024	205,756.56	.00
NUMBER OF CHECKS				11	684,930.68	
				GRAND TOTAL		

PREPARED 01/23/2024, 13:16:39

PROGRAM: GM346L

CITY OF NEEDLES

BANK 04 WELLS FARGO BANK - CITY GENERAL CHECKING

ACCOUNTS PAYABLE CHECK REGISTER BY BANK NUMBER

ACCOUNTING PERIOD 2024/07
REPORT NUMBER 79

PAGE 1

CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)	CHECK TOTAL
20118	4051	CORA CONSTRUCTORS, INC.	PI0192 PI0199	024020 024020	01/24/2024 01/24/2024	582-4710-471.71-05 582-4710-471.71-05	10,127.00 116,708.05 126,835.05 *	126,835.05
20119	2173	CREATIVE BUS SALES INC.	PI0194	024011	01/24/2024	525-4770-461.72-15	143,960.50 143,960.50 *	143,960.50
20120	3561	DIVISION OF THE STATE ARC	003803		01/24/2024	101-0000-321.04-00	8.80 8.80 *	8.80
20121	1296	FRONTIER	004111 004111 004111 004111 004111 004111 004111 004111 004111 004111 004111 004111 004111 004111 004111		01/24/2024 01/24/2024 01/24/2024 01/24/2024 01/24/2024 01/24/2024 01/24/2024 01/24/2024 01/24/2024 01/24/2024 01/24/2024 01/24/2024 01/24/2024 01/24/2024 01/24/2024	101-5774-452.52-10 101-5774-452.52-10 502-4710-471.52-10 503-4720-475.52-10 503-4720-475.52-10 507-5761-453.52-10 510-4410-405.52-10 510-4410-405.52-10 510-4410-405.52-10 510-4410-405.52-10 510-4410-405.52-10 510-4410-405.52-10 580-4750-473.52-10 580-4750-473.52-10	116.02 104.31 346.13 343.23 377.83 82.83 972.15 98.83 230.50 271.90 564.84 398.84 143.52 4,050.93 *	4,050.93
20122	4147	GREENBERG TRAUIG, LLP	PI0195	024063	01/24/2024	580-4750-473.31-50	88,144.95 88,144.95 *	88,144.95
20123	3977	LANDIS+GYR TECHNOLOGY, IN	000459 PI0198		01/24/2024 01/24/2024	580-4750-473.56-00 582-4710-471.71-02	950.00 2,857.53 3,807.53 *	3,807.53
20124	139	MOHAVE VALLEY LANDFILL-45	003731 003904		01/24/2024 01/24/2024	503-4720-475.59-18 101-2020-423.58-00	376.99 13.05 390.04 *	390.04
20125	309	REPUBLIC SERVICES #78	PI0197	024002	01/24/2024	505-4730-472.31-87	102,301.62 102,301.62 *	102,301.62
20126	4156	SMITH MARION & CO.,PC	PI0200	024075	01/24/2024	575-5555-485.31-49	4,500.00 4,500.00 *	4,500.00
20127	3705	SUPERION, LLC	PI0201	024077	01/24/2024	509-4910-479.43-05	5,174.70 5,174.70 *	5,174.70
20128	4139	THREE PEAKS CORP	PI0190		01/24/2024	238-5772-452.72-18	205,756.56 205,756.56 *	205,756.56
BANK/CHECK TOTAL							684,930.68	684,930.68

PREPARED01/23/2024, 13:16:39

PROGRAM: GM346L

CITY OF NEEDLES

BANK 04 WELLS FARGO BANK - CITY GENERAL CHECKING

ACCOUNTS PAYABLE CHECK REGISTER BY BANK NUMBER

PAGE 2
ACCOUNTING PERIOD 2024/07
REPORT NUMBER 79

CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE
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ALL BANKS/CHECKS TOTAL	684,930.68
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684,930.68

**CITY OF NEEDLES CITY COUNCIL
WARRANT SUMMARY TOTALS FOR JANUARY 26, 2024**

		1/26/2024	FUND AMT.	26-Jan	23-24 BUDGET
FUND 101	GENERAL FUND	\$ 5,529.11			
101.1015.412	CITY ATTORNEY	\$ 6,948.55		\$ 42,182.95	\$ 80,000.00
101.1020.413	CITY MANAGER	\$ 33.31		\$ 174,044.85	\$ 230,592.00
101.1025.415	FINANCE DEPT.	\$ 11,179.24		\$ 703,186.69	\$ 987,957.00
101.1030.414	CITY CLERK/COUNCIL/MAYOR	\$ 89.38		\$ 159,703.61	\$ 329,339.00
101.1035.416	PLANNING /ZONING	\$ 7.08		\$ 14,266.71	\$ 402,016.00
101.1040.417	ENGINEERING	\$ 74.52		\$ 196,997.46	\$ 439,483.00
101.1060.410	COMMUNITY PROMOTIONS	\$ -		\$ 23,035.08	\$ 103,945.00
101.1070.410	SENIOR CENTER	\$ 892.24		\$ 36,445.17	\$ 62,202.00
101.2010.421	SHERIFF	\$ -		\$ 2,142,411.61	\$ 3,759,034.00
101.2020.423	ANIMAL SHELTER/CONTROL	\$ 50.00		\$ 122,725.34	\$ 261,130.00
101.2025.424	BUILDING & SAFETY	\$ 28.86		\$ 145,435.54	\$ 488,742.00
101.2030.423	CODE ENFORCEMENT	\$ 6,243.87		\$ 348,926.12	\$ 806,188.00
101.3010.431	PUBLIC WORKS	\$ 148.20		\$ 376,652.44	\$ 818,943.00
101.4730.472	SANITATION	\$ 5.99		\$ 102,743.35	\$ 177,467.00
101.5770.452.	AQUATICS	\$ -		\$ 105,660.92	\$ 246,913.00
101.5772.452	PARKS	\$ 66.13		\$ 353,364.27	\$ 760,504.00
101.5773.452	JACK SMITH PARK MARINA	\$ 9.15		\$ 45,350.47	\$ 115,646.00
101.5774.452	RECREATION	\$ 997.50		\$ 242,088.82	\$ 386,397.00
GENERAL FUND	TOTAL ALL GF DEPARTMENTS		\$ 32,303.13		\$ 10,456,498.00
FUND 102	GEN. FUND CAPITAL PROJECT		\$ -	\$ 17,470.94	\$ 4,541,710.00
FUND 205	CDBG		\$ -	\$ 4,606.00	\$ 74,559.00
FUND 206	CEMETERY		\$ 22.75	\$ 108,661.93	\$ 258,022.00
FUND 208	CALTRANS GRANTS		\$ -	\$ 89.74	\$ 1,173,000.00
FUND 210	SPECIAL GAS TAX		\$ -	\$ 81,179.00	\$ 258,629.00
FUND 213	DEPT OF HOUSE. & COMM DEVL		\$ -	\$ 34,780.00	\$ 48,522.00
FUND 214	SANBAG NEW LOCAL MEAS I		\$ -	\$ -	\$ 450,000.00
FUND 225	COPS-AB 3229 SUPPLEMENTAL		\$ -	\$ 78,960.60	\$ 272,973.00
FUND 227	HAZARD MITIGATION		\$ -	\$ 87.10	\$ 132,285.00
FUND 233	JACK SMITH PARK MARINA		\$ -	\$ 132,936.25	\$ 175,308.00
FUND 238	STATE RECREATION GRANTS		\$ -	\$ 227,238.84	\$ 2,819,424.00
FUND 239	CA. CONSERV RECYCLING GRANT		\$ -	\$ 4,399.09	\$ 25,436.00
FUND 270	REDEVELOPMENT AGENCY		\$ -	\$ 170,394.44	\$ 20,000.00
FUND 470	RDA CAP PROJ.LOW & MOD.		\$ -	\$ 32,000.00	\$ 100,954.00
FUND 501	NPUA		\$ 3,648.25	\$ 1,293,746.88	\$ 2,639,851.00
FUND 502	WATER DEPARTMENT		\$ 23,833.08	\$ 1,027,018.34	\$ 2,161,380.00
FUND 503	WASTEWATER DEPARTMENT		\$ 9,721.69	\$ 704,711.61	\$ 1,312,828.00
FUND 505	SANITATION		\$ -	\$ 783,054.92	\$ 1,563,015.00
FUND 506	ALL AMERICAN CANAL PROJ.		\$ 11.33	\$ 950,921.95	\$ 1,041,800.00
FUND 507	GOLF FUND	\$ -		\$ -	
FUND 507-5761-453	GOLF MAINTENANCE DEPARTMENT	\$ 17.00		\$ 363,386.45	\$ 696,256.00
FUND 507-5762-454	GOLF PRO SHOP DEPARTMENT	\$ -		\$ 220,670.61	\$ 413,638.00
FUND 507	GOLF FUND TOTAL		\$ 17.00		
FUND 508	CUST.SVC/UT BUSINESS OFFICE		\$ 185.13	\$ 194,701.71	\$ 496,825.00
FUND 509	MIS		\$ -	\$ 110,769.32	\$ 273,100.00
FUND 510	ADMIN. FACILITY		\$ -	\$ 128,516.74	\$ 244,375.00
FUND 511	FLEET MANAGEMENT		\$ 51.99	\$ 122,091.01	\$ 278,476.00
FUND 512	VEHICLE REPLACEMENT		\$ -	\$ 247,885.00	\$ 247,885.00
FUND 520	SR DIAL A RIDE		\$ -	\$ 50,010.16	\$ 453,450.00
FUND 521	DIAL-A-RIDE MEDICAL TRANS.		\$ -	\$ 9,814.12	\$ 22,320.00
FUND 525	NEEDLES AREA TRANSIT (NAT)		\$ -	\$ 388,957.22	\$ 808,479.00
FUND 575	HOUSING		\$ 1,516.32	\$ 766,353.74	\$ 1,434,443.00
FUND 580	ELECTRIC		\$ 63,156.91	\$ 7,723,426.09	\$ 12,742,061.00
FUND 581	NPUA CAPITAL ELECTRIC		\$ -	\$ 51,110.43	\$ 506,170.00
FUND 582	NPUA CAPITAL WATER		\$ -	\$ 3,074,509.64	\$ 8,052,289.00
FUND 650	IMPACT FEES NORTH NEEDLES		\$ -	\$ 16,709.13	\$ 33,708.00
FUND 651	IMPACT FEES SOUTH AREAS		\$ -	\$ 5,139.72	\$ 45,912.00
TOTAL	ALL FUNDS & DEPARTMENTS		\$ 134,467.58	\$ 24,439,681.27	\$ 56,195,961.00

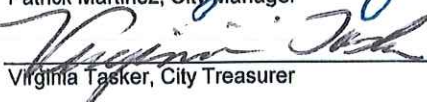
I certify that the expenditures/purchases to be paid by the warrants on this list have complied with the provisions of the City Code Chapter 8, Article II, Purchasing; and further, the funds to cover these purchases/expenditures, as City Audited, are included within the City


Patrick Martinez, City Manager

2-6-24
Date


Finance Department

1/26/24
Date


Virginia Tasker, City Treasurer

2-8-24
Date

PROGRAM: GM348U
CITY OF NEEDLES
BANK 04 WELLS FARGO BANK - CITY GENERAL CHECKING

CHECK NUMBER	VENDOR NUMBER	SEQ#	VENDOR NAME	CHECK DATE	CHECK AMOUNT	DISCOUNTS/RETAINAGE TAKEN
20129	3709	00	ADRIAN CHAVEZ	01/26/2024	50.00	.00
20130	3688	00	ALBERT PONCE	01/26/2024	50.00	.00
20131	4084	00	ANTHONY GIER SCH	01/26/2024	50.00	.00
20132	3897	00	BENEBLOC, LLC	01/26/2024	299.22	.00
20133	3808	00	HATZ, BERNARD	01/26/2024	50.00	.00
20134	3870	00	BRYAN HICKSTEIN	01/26/2024	50.00	.00
20135	3275	00	CALIFORNIA STATE DISB.UNIT	01/26/2024	255.23	.00
20136	4126	00	CASE BRUFFETT	01/26/2024	50.00	.00
20137	3136	00	CITY OF NEEDLES	01/26/2024	68,483.58	.00
20138	2012	00	CRAIG PLUMBING CONTRACTORS, INC	01/26/2024	881.35	.00
20139	2931	00	DALE JONES	01/26/2024	50.00	.00
20140	4088	00	DYLAN HETRICK	01/26/2024	50.00	.00
20141	322	00	FRANK VALENZUELA JR.	01/26/2024	50.00	.00
20142	1305	00	GREAT WEST LIFE	01/26/2024	6,346.00	.00
20143	3634	00	GREAT-WEST LIFE & ANNUITY	01/26/2024	1,188.49	.00
20144	2879	00	JENNIFER VALENZUELA	01/26/2024	535.01	.00
20145	638	00	JESSE FRAGOSO	01/26/2024	50.00	.00
20146	325	00	JIM WILLIS	01/26/2024	50.00	.00
20147	3978	00	JOSE SANCHEZ	01/26/2024	50.00	.00
20148	2222	00	JUSTIN SCOTT	01/26/2024	50.00	.00
20149	4070	00	KATHY RAASCH	01/26/2024	50.00	.00
20150	3512	00	KIMBERLY KRASINSKI	01/26/2024	50.00	.00
20151	4140	00	LORENCE DELFON	01/26/2024	50.00	.00
20152	3889	00	MICHAEL WILLIS	01/26/2024	50.00	.00
20153	1	00	PAGET, EDWARD	01/26/2024	3,648.25	.00
20154	3767	00	PATRICK MARTINEZ	01/26/2024	50.00	.00
20155	3654	00	RAINIE TORRANCE	01/26/2024	50.00	.00
20156	3953	00	RONNY SOMMERS	01/26/2024	50.00	.00
20157	2687	00	S.B. COUNTY FIRE DEPARTMENT	01/26/2024	437.00	.00
20158	1199	00	SEPEA TEAMSTERS LOCAL 1932	01/26/2024	1,217.47	.00
20159	1199	00	SEPEA TEAMSTERS LOCAL 1932	01/26/2024	329.64	.00
20160	3344	00	SLOVAK BARON & EMPEY LLP	01/26/2024	48,727.80	.00
20161	284	00	SOUTHWEST GAS CORP.	01/26/2024	65.15	.00
20162	3851	00	SY FOLEY	01/26/2024	50.00	.00
20163	3622	00	TAYLOR MILLER	01/26/2024	50.00	.00
20164	2744	00	THOMAS DELEON	01/26/2024	50.00	.00
20165	2817	00	TONY RUBALCABA	01/26/2024	50.00	.00
20166	3695	00	VINCE GARZA	01/26/2024	50.00	.00
20167	1217	00	VISION SERVICE PLAN	01/26/2024	803.39	.00

NUMBER OF CHECKS 39 GRAND TOTAL 134,467.58

CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)	CHECK TOTAL
20129	3709	ADRIAN CHAVEZ	003584		01/26/2024	101-2030-423.52-10	50.00 50.00 *	50.00
20130	3688	ALBERT PONCE	003593		01/26/2024	502-4710-471.52-10	50.00 50.00 *	50.00
20131	4084	ANTHONY GEIRSCH	003611 003612		01/26/2024 01/26/2024	580-4750-473.52-10 502-4710-471.52-10	25.00 25.00 50.00 *	50.00
20132	3897	BENEBLOC LLC	004164 004165 004166		01/26/2024 01/26/2024 01/26/2024	101-0000-209.03-01 502-0000-209.03-01 580-0000-209.03-01	213.78 71.44 14.00 299.22 *	50.00
20133	3808	BERNARD J. HATZ	003613		01/26/2024	101-2030-423.52-10	50.00 50.00 *	50.00
20134	3870	BRYAN HICKSTEIN	003590		01/26/2024	502-4710-471.52-10	50.00 50.00 *	50.00
20135	3275	CALIFORNIA STATE DISB.UNIT	004141		01/26/2024	575-0000-209.03-01	255.23 255.23 *	255.23
20136	4126	CASE BRUFFETT	003594		01/26/2024	575-5555-485.52-10	50.00 50.00 *	50.00
20137	3136	CITY OF NEEDLES	003982 003983 003984		01/26/2024 01/26/2024 01/26/2024	502-4710-471.80-43 580-4750-473.80-43 503-4720-475.80-43	12,130.33 48,704.50 7,648.75 68,483.58 *	68,483.58
20138	2012	CRAIG PLUMBING CONTRACTOR	004009		01/26/2024	101-1070-410.43-04	881.35 881.35 *	881.35
20139	2931	DALE JONES	003599		01/26/2024	101-1030-414.52-10	50.00 50.00 *	50.00
20140	4088	DYLAN HETRICK	003614		01/26/2024	580-4750-473.52-10	50.00 50.00 *	50.00
20141	322	FRANK VALENZUELA JR.	003597		01/26/2024	502-4710-471.52-10	50.00 50.00 *	50.00
20142	1305	GREAT WEST LIFE & ANNUITY	004167 004168 004169		01/26/2024 01/26/2024 01/26/2024	101-0000-209.03-01 502-0000-209.03-01 580-0000-209.03-01	3,762.00 435.00 2,149.00 6,346.00 *	6,346.00
20143	3634	GREAT-WEST LIFE & ANNUITY	004170		01/26/2024	101-0000-209.03-01	43.12	43.12

CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)	CHECK TOTAL
20143	3634	GREAT-WEST LIFE & ANNUITY	004171 004172 004173 004174 004175 004176 004177 004178 004179		01/26/2024 01/26/2024 01/26/2024 01/26/2024 01/26/2024 01/26/2024 01/26/2024 01/26/2024 01/26/2024	101-0000-209.03-01 101-0000-209.03-01 101-0000-209.03-01 101-0000-209.03-01 101-0000-209.03-01 502-0000-209.03-01 580-0000-209.03-01 580-0000-209.03-01 580-0000-209.03-01	194.13 24.27 213.04 97.57 158.76 94.89 174.52 60.36 127.83 1,188.49 *	535.01 50.00 50.00 50.00 50.00 50.00 50.00 50.00 50.00 1,188.49
20144	2879	JENNIFER VALENZUELA	004010 004011 003595		01/26/2024 01/26/2024 01/26/2024	101-5774-452.49-01 101-5774-452.61-06 101-5774-452.52-10	428.00 57.01 50.00 535.01 *	50.00 50.00 50.00 50.00
20145	638	JESSE FRAGOSO	003588		01/26/2024	101-3010-431.52-10	50.00 50.00 *	50.00
20146	325	JIM WILLIS	003598		01/26/2024	580-4750-473.52-10	50.00 50.00 *	50.00
20147	3978	JOSE SANCHEZ	003585		01/26/2024	502-4710-471.52-10	50.00 50.00 *	50.00
20148	2222	JUSTIN SCOTT	003592		01/26/2024	580-4750-473.52-10	50.00 50.00 *	50.00
20149	4070	KATHY RAASCH	003609		01/26/2024	101-1040-417.52-10	50.00 50.00 *	50.00
20150	3512	KIMBERLY KRASINSKI	003610		01/26/2024	508-4810-478.52-10	50.00 50.00 *	50.00
20151	4140	LORENCE DELEON	003615		01/26/2024	575-5555-485.52-10	50.00 50.00 *	50.00
20152	3889	MICHAEL WILLIS	003601		01/26/2024	580-4750-473.52-10	50.00 50.00 *	50.00
20153	1	PAGET, EDWARD	UT		01/26/2024	501-0000-211.00-00	3,648.25 3,648.25 *	3,648.25
20154	3767	PATRICK MARTINEZ	003602 003603 003604 003605		01/26/2024 01/26/2024 01/26/2024 01/26/2024	580-4750-473.52-10 101-1020-413.52-10 502-4710-471.52-10 503-4720-475.52-10	16.50 20.00 9.50 4.00 50.00 *	50.00
20155	3654	RAINIE TORRANCE	003606		01/26/2024	502-4710-471.52-10	16.67	16.67

PROGRAM: GM346L

PROGRAM: GM346L

PROGRAM: GM346L

[illegible]

CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)	CHECK TOTAL
20160	3344	SLOVAK BARON EMPEY MURPHY	004090		01/26/2024	101-2030-423.31-50	135.60	
			004090		01/26/2024	101-2030-423.31-50	1,787.60	
			004090		01/26/2024	101-2030-423.31-50	313.20	
			004090		01/26/2024	101-2030-423.31-50	694.20	
			004090		01/26/2024	101-2030-423.31-50	187.20	
			004090		01/26/2024	101-2030-423.31-50	199.75	
							48,727.80	48,727.80
20161	284	SOUTHWEST GAS CORP.	004107		01/26/2024	101-3010-431.41-60	48.15	
			004107		01/26/2024	507-5761-453.41-50	17.00	
							65.15	65.15
20162	3851	SY FOLEY	003587		01/26/2024	503-4720-475.52-10	50.00	
							50.00	50.00
20163	3622	TAYLOR MILLER	003591		01/26/2024	502-4710-471.52-10	50.00	
							50.00	50.00
20164	2744	THOMAS DELEON	003586		01/26/2024	580-4750-473.52-10	50.00	
							50.00	50.00
20165	2817	TONY RUBALCABA	003600		01/26/2024	101-2020-423.52-10	50.00	
							50.00	50.00
20166	3695	VINCE GARZA	003589		01/26/2024	580-4750-473.52-10	50.00	
							50.00	50.00
20167	1217	VISION SERVICE PLAN	004142		01/26/2024	101-1020-413.24-10	13.31	
			004143		01/26/2024	101-1025-415.24-10	36.89	
			004144		01/26/2024	101-1030-414.24-10	39.38	
			004145		01/26/2024	101-1035-416.24-10	7.08	
			004146		01/26/2024	101-1040-417.24-10	24.52	
			004147		01/26/2024	101-1070-410.24-10	10.89	
			004148		01/26/2024	101-2025-424.24-10	28.86	
			004149		01/26/2024	101-2030-423.24-10	79.52	
			004150		01/26/2024	101-3010-431.24-10	50.05	
			004151		01/26/2024	101-4730-472.24-10	5.99	
			004152		01/26/2024	101-5772-452.24-10	66.13	
			004153		01/26/2024	101-5773-452.24-10	9.15	
			004154		01/26/2024	101-5774-452.24-10	25.49	
			004155		01/26/2024	206-5771-452.24-10	22.75	
			004156		01/26/2024	502-4710-471.24-10	21.88	
			004157		01/26/2024	503-4720-475.24-10	33.69	
			004158		01/26/2024	506-4713-477.24-10	11.33	
			004159		01/26/2024	508-4810-478.24-10	48.47	
			004160		01/26/2024	511-3020-432.24-10	15.63	
			004161		01/26/2024	575-5555-485.24-10	44.12	
			004162		01/26/2024	575-5555-485.24-15	26.69	
			004163		01/26/2024	580-4750-473.24-10	181.57	
							803.39	803.39

PREPARED01/23/2024, 13:33:23
PROGRAM: GM346L
CITY OF NEEDLES
BANK 04 WELLS FARGO BANK - CITY GENERAL CHECKING

ACCOUNTS PAYABLE CHECK REGISTER BY BANK NUMBER

PAGE 5
ACCOUNTING PERIOD 2024/07
REPORT NUMBER 80

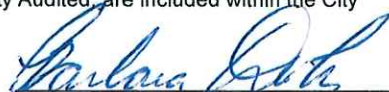
CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)	CHECK TOTAL
BANK/CHECK TOTAL							134,467.58	134,467.58
ALL BANKS/CHECKS TOTAL							134,467.58	134,467.58

**CITY OF NEEDLES CITY COUNCIL
WARRANT SUMMARY TOTALS FOR JANUARY 29, 2024**

		1/29/2024	FUND AMT.	29-Jan	23-24 BUDGET
FUND 101	GENERAL FUND	\$ -			
101.1015.412	CITY ATTORNEY	\$ -		\$ 42,182.95	\$ 80,000.00
101.1020.413	CITY MANAGER	\$ -		\$ 174,044.85	\$ 230,592.00
101.1025.415	FINANCE DEPT.	\$ -		\$ 703,186.69	\$ 987,957.00
101.1030.414	CITY CLERK/COUNCIL/MAYOR	\$ -		\$ 159,703.61	\$ 329,339.00
101.1035.416	PLANNING /ZONING	\$ -		\$ 14,266.71	\$ 402,016.00
101.1040.417	ENGINEERING	\$ -		\$ 196,997.46	\$ 439,483.00
101.1060.410	COMMUNITY PROMOTIONS	\$ -		\$ 25,035.08	\$ 103,945.00
101.1070.410	SENIOR CENTER	\$ -		\$ 36,445.17	\$ 62,202.00
101.2010.421	SHERIFF	\$ -		\$ 2,143,411.61	\$ 3,759,034.00
101.2020.423	ANIMAL SHELTER/CONTROL	\$ -		\$ 122,725.34	\$ 261,130.00
101.2025.424	BULDING & SAFETY	\$ -		\$ 145,435.54	\$ 488,742.00
101.2030.423	CODE ENFORCEMENT	\$ -		\$ 348,926.12	\$ 806,188.00
101.3010.431	PUBLIC WORKS	\$ -		\$ 376,652.44	\$ 818,943.00
101.4730.472	SANITATION	\$ -		\$ 102,743.35	\$ 177,467.00
101.5770.452	AQUATICS	\$ -		\$ 105,660.92	\$ 246,913.00
101.5772.452	PARKS	\$ -		\$ 353,364.27	\$ 760,504.00
101.5773.452	JACK SMITH PARK MARINA	\$ -		\$ 45,350.47	\$ 115,646.00
101.5774.452	RECREATION	\$ -		\$ 243,151.94	\$ 386,397.00
GENERAL FUND	TOTAL ALL GF DEPARTMENTS		\$ -		\$ 10,456,498.00
FUND 102	GEN. FUND CAPITAL PROJECT		\$ -	\$ 17,470.94	\$ 4,541,710.00
FUND 205	CDBG		\$ -	\$ 4,606.00	\$ 74,559.00
FUND 206	CEMETERY		\$ -	\$ 108,661.93	\$ 258,022.00
FUND 208	CALTRANS GRANTS		\$ -	\$ 89.74	\$ 1,173,000.00
FUND 210	SPECIAL GAS TAX		\$ -	\$ 81,179.00	\$ 258,629.00
FUND 213	DEPT OF HOUSE. & COMM DEVL		\$ -	\$ 34,780.00	\$ 48,522.00
FUND 214	SANBAG NEW LOCAL MEAS I		\$ -	\$ -	\$ 450,000.00
FUND 225	COPS-AB 3229 SUPPLEMENTAL		\$ -	\$ 78,960.60	\$ 272,973.00
FUND 227	HAZARD MITIGATION		\$ -	\$ 87.10	\$ 132,285.00
FUND 233	JACK SMITH PARK MARINA		\$ -	\$ 132,936.25	\$ 175,308.00
FUND 238	STATE RECREATION GRANTS		\$ -	\$ 227,238.84	\$ 2,819,424.00
FUND 239	CA.CONSERV RECYLING GRANT		\$ -	\$ 4,399.09	\$ 25,436.00
FUND 270	REDEVELOPMENT AGENCY		\$ -	\$ 170,394.44	\$ 20,000.00
FUND 470	RDA CAP PROJ.LOW & MOD.		\$ -	\$ 32,000.00	\$ 100,954.00
FUND 501	NPUA		\$ -	\$ 1,293,746.88	\$ 2,639,851.00
FUND 502	WATER DEPARTMENT		\$ -	\$ 1,027,018.34	\$ 2,161,380.00
FUND 503	WASTEWATER DEPARTMENT		\$ -	\$ 704,711.61	\$ 1,312,828.00
FUND 505	SANITATION		\$ -	\$ 783,054.92	\$ 1,563,015.00
FUND 506	ALL AMERICAN CANAL PROJ.		\$ -	\$ 950,921.95	\$ 1,041,800.00
FUND 507	GOLF FUND	\$ -		\$ -	
FUND 507-5761-453	GOLF MAINTENANCE DEPARTMENT	\$ -		\$ 363,386.45	\$ 696,256.00
FUND 507-5762-454	GOLF PRO SHOP DEPARTMENT	\$ -		\$ 220,670.61	\$ 413,638.00
FUND 507	GOLF FUND TOTAL		\$ -		
FUND 508	CUST.SVC/UT BUSINESS OFFICE		\$ -	\$ 194,701.71	\$ 496,825.00
FUND 509	MIS		\$ -	\$ 110,769.32	\$ 273,100.00
FUND 510	ADMIN. FACILITY		\$ -	\$ 128,516.74	\$ 244,375.00
FUND 511	FLEET MANAGEMENT		\$ -	\$ 122,091.01	\$ 278,476.00
FUND 512	VEHICLE REPLACEMENT		\$ 18,893.00	\$ 266,778.00	\$ 247,885.00
FUND 520	SR DIAL A RIDE		\$ -	\$ 50,010.16	\$ 453,450.00
FUND 521	DIAL-A-RIDE MEDICAL TRANS.		\$ -	\$ 9,814.12	\$ 22,320.00
FUND 525	NEEDLES AREA TRANSIT (NAT)		\$ -	\$ 388,957.22	\$ 808,479.00
FUND 575	HOUSING		\$ -	\$ 766,353.74	\$ 1,434,443.00
FUND 580	ELECTRIC		\$ -	\$ 7,723,426.09	\$ 12,742,061.00
FUND 581	NPUA CAPITAL ELECTRIC		\$ -	\$ 51,110.43	\$ 506,170.00
FUND 582	NPUA CAPITAL WATER		\$ -	\$ 3,074,509.64	\$ 8,052,289.00
FUND 650	IMPACT FEES NORTH NEEDLES		\$ -	\$ 16,709.13	\$ 33,708.00
FUND 651	IMPACT FEES SOUTH AREAS		\$ -	\$ 5,139.72	\$ 45,912.00
TOTAL	ALL FUNDS & DEPARTMENTS		\$ 18,893.00	\$ 24,462,637.39	\$ 56,195,961.00

I certify that the expenditures/purchases to be paid by the warrants on this list have complied with the provisions of the City Code Chapter 8, Article II, Purchasing; and further, the funds to cover these purchases/expenditures, as City Audited, are included within the City

 2-6-24
Patrick Martinez, City Manager Date

 1/29/24
Finance Department Date

 2-8-24
Virginia Tasker, City Treasurer Date

CHECK NUMBER	VENDOR NUMBER	SEQ#	VENDOR NAME	CHECK DATE	CHECK AMOUNT	DISCOUNTS/RETAINAGE TAKEN
20180	1871	00	DMV	01/29/2024	18,893.00	.00
NUMBER OF CHECKS				1	GRAND TOTAL	18,893.00

PREPARED01/29/2024, 13:51:40

ACCOUNTS PAYABLE CHECK REGISTER BY BANK NUMBER

PROGRAM: GM346L

PAGE 1
ACCOUNTING PERIOD 2024/07

CITY OF NEEDLES

REPORT NUMBER 82

BANK 04 WELLS FARGO BANK - CITY GENERAL CHECKING

CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)	CHECK TOTAL
20180	1871	DMV	004207		01/29/2024	512-3020-432.72-15	18,893.00 18,893.00 *	18,893.00
BANK/CHECK TOTAL							18,893.00	18,893.00
ALL BANKS/CHECKS TOTAL							18,893.00	18,893.00

CITY OF NEEDLES CITY COUNCIL
WARRANT SUMMARY TOTALS FOR FEBRUARY 1, 2024

FUND 101	GENERAL FUND	2/1/2024	FUND AMT.	1-Feb	23-24 BUDGET
101.1015.412	CITY ATTORNEY	\$ -		\$ 42,182.95	\$ 80,000.00
101.1020.413	CITY MANAGER	\$ -		\$ 174,044.85	\$ 230,592.00
101.1025.415	FINANCE DEPT.	\$ -		\$ 703,186.69	\$ 987,957.00
101.1030.414	CITY CLERK/COUNCIL/MAYOR	\$ -		\$ 159,703.61	\$ 329,339.00
101.1035.416	PLANNING /ZONING	\$ -		\$ 14,266.71	\$ 402,016.00
101.1040.417	ENGINEERING	\$ -		\$ 196,997.46	\$ 439,483.00
101.1060.410	COMMUNITY PROMOTIONS	\$ -		\$ 25,035.08	\$ 103,945.00
101.1070.410	SENIOR CENTER	\$ -		\$ 36,445.17	\$ 62,202.00
101.2010.421	SHERIFF	\$ -		\$ 2,143,411.61	\$ 3,759,034.00
101.2020.423	ANIMAL SHELTER/CONTROL	\$ -		\$ 122,725.34	\$ 261,130.00
101.2025.424	BULDING & SAFETY	\$ -		\$ 145,435.54	\$ 488,742.00
101.2030.423	CODE ENFORCEMENT	\$ -		\$ 348,926.12	\$ 806,188.00
101.3010.431	PUBLIC WORKS	\$ -		\$ 376,652.44	\$ 818,943.00
101.4730.472	SANITATION	\$ -		\$ 102,743.35	\$ 177,467.00
101.5770.452.	AQUATICS	\$ -		\$ 105,660.92	\$ 246,913.00
101.5772.452	PARKS	\$ -		\$ 353,364.27	\$ 760,504.00
101.5773.452	JACK SMITH PARK MARINA	\$ -		\$ 45,350.47	\$ 115,646.00
101.5774.452	RECREATION	\$ -		\$ 243,151.94	\$ 386,397.00
GENERAL FUND TOTAL ALL GF DEPARTMENTS			\$ -		\$ 10,456,498.00
FUND 102	GEN. FUND CAPITAL PROJECT		\$ -	\$ 17,470.94	\$ 4,541,710.00
FUND 205	CDBG		\$ -	\$ 4,606.00	\$ 74,559.00
FUND 206	CEMETERY		\$ -	\$ 108,661.93	\$ 258,022.00
FUND 208	CALTRANS GRANTS		\$ -	\$ 89.74	\$ 1,173,000.00
FUND 210	SPECIAL GAS TAX		\$ -	\$ 81,179.00	\$ 258,629.00
FUND 213	DEPT OF HOUSE. & COMM DEVL		\$ -	\$ 34,780.00	\$ 48,522.00
FUND 214	SANBAG NEW LOCAL MEAS I		\$ -	\$ -	\$ 450,000.00
FUND 225	COPS-AB 3229 SUPPLEMENTAL		\$ -	\$ 78,960.60	\$ 272,973.00
FUND 227	HAZARD MITIGATION		\$ -	\$ 87.10	\$ 132,285.00
FUND 233	JACK SMITH PARK MARINA		\$ -	\$ 132,936.25	\$ 175,308.00
FUND 238	STATE RECREATION GRANTS		\$ -	\$ 227,238.84	\$ 2,819,424.00
FUND 239	CA.CONSERV RECYCLING GRANT		\$ -	\$ 4,399.09	\$ 25,436.00
FUND 270	REDEVELOPMENT AGENCY		\$ -	\$ 170,394.44	\$ 20,000.00
FUND 470	RDA CAP PROJ.LOW & MOD.		\$ -	\$ 32,000.00	\$ 100,954.00
FUND 501	NPUA		\$ -	\$ 1,293,746.88	\$ 2,639,851.00
FUND 502	WATER DEPARTMENT		\$ -	\$ 1,027,018.34	\$ 2,161,380.00
FUND 503	WASTEWATER DEPARTMENT		\$ -	\$ 704,711.61	\$ 1,312,828.00
FUND 505	SANITATION		\$ -	\$ 783,054.92	\$ 1,563,015.00
FUND 506	ALL AMERICAN CANAL PROJ.		\$ -	\$ 950,921.95	\$ 1,041,800.00
FUND 507	GOLF FUND	\$ -		\$ -	
FUND 507-5761-453	GOLF MAINTENANCE DEPARTMENT	\$ -		\$ 363,386.45	\$ 696,256.00
FUND 507-5762-454	GOLF PRO SHOP DEPARTMENT	\$ -		\$ 220,670.61	\$ 413,638.00
FUND 507	GOLF FUND TOTAL		\$ -		
FUND 508	CUST.SVC/UT BUSINESS OFFICE		\$ -	\$ 194,701.71	\$ 496,825.00
FUND 509	MIS		\$ -	\$ 110,769.32	\$ 273,100.00
FUND 510	ADMIN. FACILITY		\$ -	\$ 128,516.74	\$ 244,375.00
FUND 511	FLEET MANAGEMENT		\$ -	\$ 122,091.01	\$ 278,476.00
FUND 512	VEHICLE REPLACEMENT		\$ -	\$ 266,778.00	\$ 247,885.00
FUND 520	SR DIAL A RIDE		\$ -	\$ 50,010.16	\$ 453,450.00
FUND 521	DIAL-A-RIDE MEDICAL TRANS.		\$ -	\$ 9,814.12	\$ 22,320.00
FUND 525	NEEDLES AREA TRANSIT (NAT)		\$ -	\$ 388,957.22	\$ 808,479.00
FUND 575	HOUSING		\$ 10,982.00	\$ 783,874.66	\$ 1,434,443.00
FUND 580	ELECTRIC		\$ -	\$ 7,723,426.09	\$ 12,742,061.00
FUND 581	NPUA CAPITAL ELECTRIC		\$ -	\$ 51,110.43	\$ 506,170.00
FUND 582	NPUA CAPITAL WATER		\$ -	\$ 3,074,509.64	\$ 8,052,289.00
FUND 650	IMPACT FEES NORTH NEEDLES		\$ -	\$ 16,709.13	\$ 33,708.00
FUND 651	IMPACT FEES SOUTH AREAS		\$ -	\$ 5,139.72	\$ 45,912.00
TOTAL	ALL FUNDS & DEPARTMENTS		\$ 10,982.00	\$ 24,480,158.31	\$ 56,195,961.00

I certify that the expenditures/purchases to be paid by the warrants on this list have complied with the provisions of the City Code Chapter 8, Article II, Purchasing; and further, the funds to cover these purchases/expenditures, as City Audited, are included within the City


Patrick Martinez, City Manager
2-6-24
Date


Virginia Tasker, City Treasurer
2-8-24
Date


Finance Department
2/1/24
Date

CHECK NUMBER	VENDOR NUMBER	SEQ#	VENDOR NAME	CHECK DATE	CHECK AMOUNT	DISCOUNTS/ RETAINAGE TAKEN
20181	4102	00	CHARLOTTE SCHROEDER	02/01/2024	4,576.00	.00
20182	3000	00	DON MCCONE	02/01/2024	822.00	.00
20183	4110	00	ELIZABETH HARR	02/01/2024	210.00	.00
20184	4109	00	HAROLD RASPLICKA	02/01/2024	324.00	.00
20185	4103	00	HELEN ELROD	02/01/2024	530.00	.00
20186	4106	00	HENRY BAGHDADY	02/01/2024	1,248.00	.00
20187	3746	00	OSTERHOLT	02/01/2024	277.00	.00
20188	4104	00	RIVER GARDENS LLC	02/01/2024	1,792.00	.00
20189	4108	00	RIVER PALMS APTS LLC	02/01/2024	670.00	.00
20190	4107	00	SYLVIA POLEN	02/01/2024	533.00	.00
NUMBER OF CHECKS				10	GRAND TOTAL	10,982.00

PREPARED 01/31/2024, 8:46:23

PROGRAM: GM346L

CITY OF NEEDLES

BANK 04 WELLS FARGO BANK - CITY GENERAL CHECKING

ACCOUNTS PAYABLE CHECK REGISTER BY BANK NUMBER

PAGE 1
 ACCOUNTING PERIOD 2024/08
 REPORT NUMBER 83

CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)	CHECK TOTAL
20181	4102	CHARLOTTE SCHROEDER	004256		02/01/2024	575-5555-485.69-51	356.00	
			004257		02/01/2024	575-5555-485.69-51	1,540.00	
			004258		02/01/2024	575-5555-485.69-51	776.00	
			004259		02/01/2024	575-5555-485.69-51	947.00	
			004260		02/01/2024	575-5555-485.69-51	957.00	
							4,576.00	*
20182	3000	DON MCCONE	004262		02/01/2024	575-5555-485.69-51	822.00	
							822.00	*
20183	4110	ELIZABETH HARR	004262		02/01/2024	575-5555-485.69-51	210.00	
							210.00	*
20184	4109	HAROLD RASPLICKA	004262		02/01/2024	575-5555-485.69-51	324.00	
							324.00	*
20185	4103	HELEN ELROD	004262		02/01/2024	575-5555-485.69-51	530.00	
							530.00	*
20186	4106	HENRY BAGHDADY	004262		02/01/2024	575-5555-485.69-51	442.00	
			004262		02/01/2024	575-5555-485.69-51	383.00	
			004262		02/01/2024	575-5555-485.69-51	423.00	
							1,248.00	*
20187	3746	OSTERHOLT	004262		02/01/2024	575-5555-485.69-51	277.00	
							277.00	*
20188	4104	RIVER GARDENS LLC	004261		02/01/2024	575-5555-485.69-51	313.00	
			004262		02/01/2024	575-5555-485.69-51	385.00	
			004262		02/01/2024	575-5555-485.69-51	384.00	
			004262		02/01/2024	575-5555-485.69-51	405.00	
			004262		02/01/2024	575-5555-485.69-51	305.00	
							1,792.00	*
20189	4108	RIVER PALMS APTS LLC	004262		02/01/2024	575-5555-485.69-51	670.00	
							670.00	*
20190	4107	SYLVIA POLEN	004262		02/01/2024	575-5555-485.69-51	533.00	
							533.00	*
BANK/CHECK TOTAL							10,982.00	10,982.00
ALL BANKS/CHECKS TOTAL							10,982.00	10,982.00

**CITY OF NEEDLES CITY COUNCIL
WARRANT SUMMARY TOTALS FOR FEBRUARY 13, 2024**

FUND 101	GENERAL FUND	2/13/2024	FUND AMT.	13-Feb	23-24 BUDGET
101.1015.412	CITY ATTORNEY	\$ 3,478.00		\$ 42,182.95	\$ 80,000.00
101.1020.413	CITY MANAGER	\$ 52.89		\$ 174,044.85	\$ 230,592.00
101.1025.415	FINANCE DEPT.	\$ 923.68		\$ 703,412.48	\$ 987,957.00
101.1030.414	CITY CLERK/COUNCIL/MAYOR	\$ 4,652.35		\$ 164,173.61	\$ 329,339.00
101.1035.416	PLANNING /ZONING	\$ 3,003.59		\$ 16,990.91	\$ 402,016.00
101.1040.417	ENGINEERING	\$ 279.39		\$ 196,997.46	\$ 439,483.00
101.1060.410	COMMUNITY PROMOTIONS	\$ 2,000.00		\$ 25,035.08	\$ 103,945.00
101.1070.410	SENIOR CENTER	\$ 941.08		\$ 36,445.17	\$ 62,202.00
101.2010.421	SHERIFF	\$ 293,534.67		\$ 2,143,411.61	\$ 3,759,034.00
101.2020.423	ANIMAL SHELTER/CONTROL	\$ 2,149.18		\$ 123,945.88	\$ 261,130.00
101.2025.424	BUILDING & SAFETY	\$ 279.39		\$ 145,431.54	\$ 488,742.00
101.2030.423	CODE ENFORCEMENT	\$ 784.64		\$ 349,431.37	\$ 806,188.00
101.3010.431	PUBLIC WORKS	\$ 2,426.52		\$ 376,220.33	\$ 818,943.00
101.4730.472	SANITATION	\$ 1,637.22		\$ 102,743.35	\$ 177,467.00
101.5770.452.	AQUATICS	\$ 3,097.89		\$ 106,928.92	\$ 246,913.00
101.5772.452	PARKS	\$ 11,572.06		\$ 353,364.27	\$ 760,504.00
101.5773.452	JACK SMITH PARK MARINA	\$ 574.37		\$ 45,885.47	\$ 115,646.00
101.5774.452	RECREATION	\$ 1,793.95		\$ 243,231.94	\$ 386,397.00
GENERAL FUND	TOTAL ALL GF DEPARTMENTS		\$ 333,180.87		\$ 10,456,498.00
FUND 102	GEN. FUND CAPITAL PROJECT		\$ -	\$ 17,470.94	\$ 4,541,710.00
FUND 205	CDBG		\$ -	\$ 4,606.00	\$ 74,559.00
FUND 206	CEMETERY		\$ 3,681.68	\$ 108,661.93	\$ 258,022.00
FUND 208	CALTRANS GRANTS		\$ -	\$ 89.74	\$ 1,173,000.00
FUND 210	SPECIAL GAS TAX		\$ -	\$ 81,179.00	\$ 258,629.00
FUND 213	DEPT OF HOUSE. & COMM DEVL		\$ -	\$ 34,780.00	\$ 48,522.00
FUND 214	SANBAG NEW LOCAL MEAS I		\$ -	\$ -	\$ 450,000.00
FUND 225	COPS-AB 3229 SUPPLEMENTAL		\$ 8,051.33	\$ 78,960.60	\$ 272,973.00
FUND 227	HAZARD MITIGATION		\$ -	\$ 87.10	\$ 132,285.00
FUND 233	JACK SMITH PARK MARINA		\$ -	\$ 132,936.25	\$ 175,308.00
FUND 238	STATE RECREATION GRANTS		\$ 302,223.64	\$ 529,462.48	\$ 2,819,424.00
FUND 239	CA. CONSERV RECYCLING GRANT		\$ -	\$ 4,399.09	\$ 25,436.00
FUND 270	REDEVELOPMENT AGENCY		\$ -	\$ 170,394.44	\$ 20,000.00
FUND 470	RDA CAP PROJ.LOW & MOD.		\$ 89.74	\$ 32,089.74	\$ 100,954.00
FUND 501	NPUA		\$ 781.94	\$ 1,293,746.88	\$ 2,639,851.00
FUND 502	WATER DEPARTMENT		\$ 22,666.85	\$ 1,034,811.30	\$ 2,161,380.00
FUND 503	WASTEWATER DEPARTMENT		\$ 54,054.40	\$ 705,793.08	\$ 1,312,828.00
FUND 505	SANITATION		\$ 3,775.09	\$ 783,054.92	\$ 1,563,015.00
FUND 506	ALL AMERICAN CANAL PROJ.		\$ 561.20	\$ 951,421.95	\$ 1,041,800.00
FUND 507	GOLF FUND	\$ -		\$ -	
FUND 507-5761-453	GOLF MAINTENANCE DEPARTMENT	\$ 20,842.19		\$ 384,041.48	\$ 696,256.00
FUND 507-5762-454	GOLF PRO SHOP DEPARTMENT	\$ 12,204.73		\$ 226,762.20	\$ 413,638.00
FUND 507	GOLF FUND TOTAL		\$ 33,046.92		
FUND 508	CUST.SVC/UT BUSINESS OFFICE		\$ 30.12	\$ 194,716.77	\$ 496,825.00
FUND 509	MIS		\$ 12,223.59	\$ 120,641.18	\$ 273,100.00
FUND 510	ADMIN. FACILITY		\$ 8,924.01	\$ 132,487.30	\$ 244,375.00
FUND 511	FLEET MANAGEMENT		\$ 10,254.76	\$ 127,584.01	\$ 278,476.00
FUND 512	VEHICLE REPLACEMENT		\$ -	\$ 266,778.00	\$ 247,885.00
FUND 520	SR DIAL A RIDE		\$ 6,981.48	\$ 50,010.16	\$ 453,450.00
FUND 521	DIAL-A-RIDE MEDICAL TRANS.		\$ 1,029.95	\$ 9,814.12	\$ 22,320.00
FUND 525	NEEDLES AREA TRANSIT (NAT)		\$ 35,780.20	\$ 388,957.22	\$ 808,479.00
FUND 575	HOUSING		\$ 11,472.55	\$ 783,874.66	\$ 1,434,443.00
FUND 580	ELECTRIC		\$ 108,557.20	\$ 7,758,842.50	\$ 12,742,061.00
FUND 581	NPUA CAPITAL ELECTRIC		\$ -	\$ 51,110.43	\$ 506,170.00
FUND 582	NPUA CAPITAL WATER		\$ 685,294.38	\$ 3,759,804.02	\$ 8,052,289.00
FUND 650	IMPACT FEES NORTH NEEDLES		\$ -	\$ 16,709.13	\$ 33,708.00
FUND 651	IMPACT FEES SOUTH AREAS		\$ -	\$ 5,139.72	\$ 45,912.00
TOTAL	ALL FUNDS & DEPARTMENTS		\$ 1,642,661.90	\$ 25,569,246.68	\$ 56,195,961.00

I certify that the expenditures/purchases to be paid by the warrants on this list have complied with the provisions of the City Code Chapter 8, Article II, Purchasing; and further, the funds to cover these purchases/expenditures, as City Audited, are included within the City

 2-6-24
Patrick Martinez, City Manager Date

 2/6/24
Paula Roth, Finance Department Date

 2-8-24
Virginia Tasker, City Treasurer Date

CHECK NUMBER	VENDOR NUMBER	SEQ#	VENDOR NAME	CHECK DATE	CHECK AMOUNT	DISCOUNTS/RETAINAGE TAKEN
20191	2345	00	A-B COMMUNICATIONS	02/13/2024	169.64	.00
20192	3305	00	AGUA CALIENTE	02/13/2024	16,200.00	.00
20193	1924	00	AHA MACAV POWER SERVICE	02/13/2024	980.00	.00
20194	4013	00	AQUAFIX	02/13/2024	2,264.81	.00
20195	4014	00	ASHLEE HOOPER	02/13/2024	138.00	.00
20196	3750	00	AUTO ZONE	02/13/2024	702.42	.00
20197	3808	00	HATZ, BERNARD	02/13/2024	367.25	.00
20198	480	00	BEST, BEST & KRIEGER LLP	02/13/2024	139.68	.00
20199	178	00	BIG O TIRES & NAPA AUTO PARTS	02/13/2024	827.60	.00
20200	454	00	BINGHAM EQUIPMENT COMPANY	02/13/2024	446.66	.00
20201	3595	00	BOOT BARN	02/13/2024	195.06	.00
20202	1	00	BRANDON, NATASHA	02/13/2024	136.06	.00
20203	3479	00	BRAUN BLAISING & WYNNE P.C.	02/13/2024	310.07	.00
20204	3276	00	BRODY CHEMICAL COMP.INC.	02/13/2024	321.78	.00
20205	3392	00	BUG EMERGENCY INC.	02/13/2024	200.00	.00
20206	3944	00	BULLHEAD FRAME & BODY	02/13/2024	1,749.25	.00
20207	1207	00	BUREAU OF LAND MANAGEMENT	02/13/2024	11,326.24	.00
20208	4160	00	CHRISTINA PERRITT	02/13/2024	348.48	.00
20209	3136	00	CITY OF NEEDLES	02/13/2024	68,483.58	.00
20210	4138	00	CLUB CADDIE	02/13/2024	449.00	.00
20211	1	00	CORA CONSTRUCTION, INC	02/13/2024	397.11	.00
20212	2320	00	COUNTY OF SAN BERNARDINO	02/13/2024	3,775.09	.00
20213	455	00	CULLIGAN WATER COND.	02/13/2024	48.16	.00
20214	2934	00	DANA KEPNER COMPANY INC.	02/13/2024	4,495.74	.00
20215	440	00	DECO FOODSERVICE INCORP.	02/13/2024	103.63	.00
20216	424	00	DESERT INDUSTRIAL SUPPLY INC.	02/13/2024	29.41	.00
20217	3580	00	DIAMOND PURE WATER	02/13/2024	157.00	.00
20218	501	00	DOI-BOR-REGION: LOWER COLORADO	02/13/2024	500.00	.00
20219	1904	00	ENDURA STEEL	02/13/2024	326.07	.00
20220	3462	00	EXTREME IRON WELDING	02/13/2024	26,177.24	.00
20221	2900	00	GLOBAL INDUSTRIAL	02/13/2024	600.00	.00
20222	1080	00	GRAINGER	02/13/2024	641.02	.00
20223	324	00	GREENS ELECTRIC, LLC	02/13/2024	1,076.00	.00
20224	3451	00	GT GOLF SUPPLIES	02/13/2024	480.43	.00
20225	3966	00	HARDWARE EXPRESS INCORP.	02/13/2024	527.36	.00
20226	2612	00	HARDWARE EXPRESS	02/13/2024	31.40	.00
20227	2612	01	HARDWARE EXPRESS INCORP.	02/13/2024	91.13	.00
20228	2612	00	HARDWARE EXPRESS INCORP.	02/13/2024	28.42	.00
20229	2612	00	HEARTLAND MARKETING INC.	02/13/2024	400.00	.00
20230	4158	00	HENDERSON CHEVROLET COMPANY	02/13/2024	1,082.93	.00
20231	3712	00	THE HOME DEPOT PRO	02/13/2024	1,790.99	.00
20232	2489	01	HOME DEPOT CREDIT SERVICES	02/13/2024	2,039.62	.00
20233	2489	00	JANET JERNIGAN	02/13/2024	150.00	.00
20234	3949	00	JARROD DELEON	02/13/2024	371.78	.00
20235	4000	00	JAVELINA TRADING COMPANY	02/13/2024	204.11	.00
20236	2390	00	LANDIS+GYR TECHNOLOGY, INC	02/13/2024	950.00	.00
20237	3977	00	LEAGUE OF CALIFORNIA CITIES	02/13/2024	4,185.00	.00
20238	85	00	LYNN WOOD	02/13/2024	500.00	.00
20239	1	00	MCCORMICK CONSTRUCTION CO.	02/13/2024	2,617.23	.00
20240	125	00	MICHAEL BAKER INTERNATIONAL, INC	02/13/2024	5,552.20	.00
20241	3998	00				

CHECK NUMBER	VENDOR NUMBER	SEQ#	VENDOR NAME	CHECK DATE	CHECK AMOUNT	DISCOUNTS/RETAINAGE TAKEN
20242	1	00	MILES, JACKIE L.	02/13/2024	97.35	.00
20243	3610	00	MOHAVE SHRED	02/13/2024	116.00	.00
20244	1	00	MORRISSEY, TERI LYNN	02/13/2024	53.07	.00
20245	4144	00	NAN KAY AND ASSOCIATES, INC.	02/13/2024	1,136.00	.00
20246	194	00	NEEDLES CHAMBER OF COMMERCE	02/13/2024	2,000.00	.00
20247	218	00	NEWS WEST PUBLISHING CO.	02/13/2024	545.58	.00
20248	1786	00	NPUA	02/13/2024	VOID	.00
20249	1786	00	NPUA	02/13/2024	VOID	.00
20250	1786	00	NPUA	02/13/2024	52,302.69	.00
20251	740	00	OUR TOWN MAGAZINE	02/13/2024	372.30	.00
20252	4074	00	PACIFIC HYDROTECH CORPORATION	02/13/2024	685,294.38	.00
20253	3116	00	PREFERRED AERIAL & CRANE TECH. INC.	02/13/2024	3,211.26	.00
20254	1578	00	PURCHASE POWER	02/13/2024	92.83	.00
20255	15	00	QUILL LLC	02/13/2024	2,152.30	.00
20256	818	00	R & R PRODUCTS INC.	02/13/2024	209.87	.00
20257	3441	00	RALPH G. GRIFFIN PUBLICATIONS	02/13/2024	199.00	.00
20258	2861	00	REINKE A/C CORP.	02/13/2024	7,255.40	.00
20259	591	01	ROBINSON ELECTRIC CO. INC.	02/13/2024	341.29	.00
20260	4049	00	ROGER MILLER	02/13/2024	139.42	.00
20261	2468	00	RON'S TIRE & AUTO REPAIR	02/13/2024	1,324.07	.00
20262	3796	00	ROUTE 66 BROADBAND LLC	02/13/2024	2,999.39	.00
20263	2687	00	S.B. COUNTY FIRE DEPARTMENT	02/13/2024	1,637.22	.00
20264	2148	00	S.B. CO. DEPT. OF PUBLIC HEALTH	02/13/2024	1,268.00	.00
20265	3361	00	S.B. COUNTY SHERIFF'S DEPARTMENT	02/13/2024	301,586.00	.00
20266	4058	00	S-NET COMMUNICATIONS INC.	02/13/2024	1,744.84	.00
20267	1117	00	SCMAF	02/13/2024	80.00	.00
20268	4001	00	SIMPLOT TURF & HORTICULTURE	02/13/2024	5,691.15	.00
20269	1826	00	SIMPSON NORTON CORP.	02/13/2024	95.11	.00
20270	4121	00	SMART DOCUMENT SOLUTIONS	02/13/2024	177.85	.00
20271	4156	00	SMITHMARION	02/13/2024	2,500.00	.00
20272	3875	00	STANTEC CONSULTING SERVICES INC.	02/13/2024	497.92	.00
20273	481	00	STAPLES BUSINESS CREDIT	02/13/2024	518.89	.00
20274	3605	00	STATEWIDE TRAFFIC SAFETY & SIGNS	02/13/2024	144.00	.00
20275	4159	00	STELLA R. BRODBECK	02/13/2024	225.00	.00
20276	1006	00	TAYLOR MADE	02/13/2024	873.96	.00
20277	4008	00	THE PRINTER GUYS LLC	02/13/2024	1,407.99	.00
20278	4139	00	THREE PEAKS CORP	02/13/2024	302,223.64	.00
20279	2817	00	TONY RUBALCABA	02/13/2024	207.00	.00
20280	3917	00	TOUCHSTONE GOLF LLC	02/13/2024	7,667.76	.00
20281	3873	00	TRANSPORTATION CONCEPTS	02/13/2024	43,791.63	.00
20282	772	00	TRI-STATE ACE HARDWARE	02/13/2024	699.86	.00
20283	2798	00	U.S. DEPARTMENT OF ENERGY	02/13/2024	20,398.94	.00
20284	3830	00	UNIFIRST CORPORATION	02/13/2024	1,272.16	.00
20285	761	00	USABLUBOOK	02/13/2024	3,951.33	.00
20286	1917	00	VIRGINIA TASKER	02/13/2024	500.00	.00
20287	3528	00	WESTERN ENVIRONMENTAL TESTING LAB.	02/13/2024	1,775.00	.00
20288	1023	00	XEROX	02/13/2024	528.94	.00
20289	1	00	ZEINATY, NAJAH T	02/13/2024	98.35	.00
20290	1293	00	ZUBERICK T-SHIRTS	02/13/2024	96.00	.00
20291	3828	00	3D-NETWORKS LLC	02/13/2024	13,902.34	.00

NUMBER OF CHECKS

101

GRAND TOTAL

1,642,661.90

ACCOUNTS PAYABLE CHECK REGISTER BY BANK NUMBER

CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)	CHECK TOTAL
20191	2345	A-B COMMUNICATIONS	004190		02/13/2024	510-4410-405.30-25	169.64 169.64 *	169.64
20192	3305	AGUA CALIENTE	003970		02/13/2024	580-4750-473.63-10	18,200.00 18,200.00 *	18,200.00
20193	1924	AHA MACAV POWER SERVICE	004209		02/13/2024	580-4750-473.61-21	980.00 980.00 *	980.00
20194	4013	AQUAFIX, INC.	003993		02/13/2024	503-4720-475.60-33	2,264.81 2,264.81 *	2,264.81
20195	4014	ASHLEE HOOPER	004189		02/13/2024	101-2030-423.55-00	138.00 138.00 *	138.00
20196	3750	AUTO ZONE	003907 003908 004092 004211 004211		02/13/2024 02/13/2024 02/13/2024 02/13/2024 02/13/2024	511-3021-432.43-26 511-3021-432.43-36 511-3021-432.43-26 511-3021-432.43-26 511-3021-432.43-26	31.99 553.93 47.56 31.24 37.70 702.42 *	139.98
20197	3808	BERNARD J. HATZ	004191		02/13/2024	101-2030-423.55-00	367.25 367.25 *	367.25
20198	480	BEST BEST & KRIEGER LLP	004004 004004		02/13/2024 02/13/2024	502-4710-471.31-50 506-4713-477.31-50	78.48 61.20 139.68 *	139.68
20199	178	BIG O TIRES & NAPA AUTO P	004093 004094 004095 004096 004097 004098 004211 004211 004211 004225		02/13/2024 02/13/2024 02/13/2024 02/13/2024 02/13/2024 02/13/2024 02/13/2024 02/13/2024 02/13/2024 02/13/2024	511-3021-432.43-26 511-3021-432.43-27 511-3021-432.43-27 511-3021-432.43-38 511-3021-432.43-36 511-3021-432.43-26 511-3021-432.43-27 511-3021-432.43-27 511-3021-432.43-26 511-3021-432.43-23 503-4720-475.43-02	129.04 184.98 19.40- 202.43 19.14 28.82 252.86 97.87 7.53 40.70 116.37- 827.60 *	827.60
20200	454	BINGHAM EQUIPMENT COMPANY	003909		02/13/2024	206-5771-452.43-04	446.66 446.66 *	446.66
20201	3595	BOOT BARN	004211		02/13/2024	502-4710-471.60-28	195.06 195.06 *	195.06
20202	1	BRANDON, NATASHA	UT		02/13/2024	501-0000-211.00-00	136.06 136.06 *	136.06

CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)	CHECK TOTAL
20203	3479	BRAUN BLAISING & WYNNE P.	004254		02/13/2024	580-4750-473.31-50	310.07 *	310.07
20204	3276	BRODY CHEMICAL COMP. INC.	004211		02/13/2024	511-3021-432.43-26	321.78 *	321.78
20205	3392	BUG EMERGENCY INC.	004016		02/13/2024	503-4720-475.43-02	48.00	
			004034		02/13/2024	507-5762-454.43-08	72.00	
			004192		02/13/2024	575-5555-485.43-02	80.00	
20206	3944	BULLHEAD FRAME & BODY	004025		02/13/2024	511-3021-432.43-26	200.00 *	200.00
20207	1207	BUREAU OF LAND MANAGEMENT	PI0206	024078	02/13/2024	580-4750-473.43-09	1,749.25 *	1,749.25
20208	4160	CHRISTINA PERITT	004269		02/13/2024	101-2020-423.55-00	11,326.24 *	11,326.24
20209	3136	CITY OF NEEDLES	003985		02/13/2024	580-4750-473.80-43	348.48 *	348.48
			003987		02/13/2024	503-4720-475.80-43	48,704.50	
			003990		02/13/2024	502-4710-471.80-43	7,648.75	
20210	4138	CLUB CADDIE	004209		02/13/2024	507-5762-454.61-09	12,130.33	
20211	1	CORA CONSTRUCTION, INC	UT		02/13/2024	501-0000-211.00-00	68,483.58 *	68,483.58
20212	2320	COUNTY OF SAN BERNARDINO	003989		02/13/2024	505-4730-472.74-40	449.00 *	449.00
20213	455	CULLIGAN WATER COND.	003910		02/13/2024	511-3020-432.43-29	397.11 *	397.11
20214	2934	DANA KEPNER COMPANY INC.	004007		02/13/2024	502-4710-471.60-55	3,775.09 *	3,775.09
			004264		02/13/2024	502-4710-471.60-55	48.16 *	48.16
			004265		02/13/2024	502-4710-471.60-55	541.71	
20215	440	DECO FOODSERVICE INCORP.	004035		02/13/2024	507-5762-454.60-50	1,969.67	
			004099		02/13/2024	101-5774-452.65-10	4,495.74 *	4,495.74
20216	424	DESERT INDUSTRIAL SUPPLY	004192		02/13/2024	575-5555-485.43-02	37.36	
20217	3580	DIAMOND PURE WATER	003911		02/13/2024	510-4410-405.61-01	66.27	
							103.63 *	103.63
							29.41 *	29.41
							24.00	

PREPARED 01/31/2024, 10:14:32

PROGRAM: GM346L
CITY OF NEEDLES

BANK 04 WELLS FARGO BANK - CITY GENERAL CHECKING

ACCOUNTS PAYABLE CHECK REGISTER BY BANK NUMBER

ACCOUNTING PERIOD 2024/08
REPORT NUMBER 84
PAGE 4

CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)	CHECK TOTAL
20226	2612	HARDWARE EXPRESS INCORP.	004004 004008 004012 004013 004030 004102 004102 004102 004192		02/13/2024 02/13/2024 02/13/2024 02/13/2024 02/13/2024 02/13/2024 02/13/2024 02/13/2024 02/13/2024	101-5770-452.43-02 101-5772-452.61-12 101-5772-452.61-33 101-3010-431.61-33 101-2020-423.43-42 511-3021-432.43-26 101-3010-431.61-33 101-5772-452.61-33 502-4710-471.60-55	24.55 6.15 16.16 22.51 9.51 6.14 14.32 48.71 31.71 527.36 *	527.36
20227	2612	HARDWARE EXPRESS INCORP.	004204		02/13/2024	580-4750-473.60-55	31.40 31.40 *	31.40
20228	2612	HARDWARE EXPRESS INCORP.	004209 004249 004270 004274		02/13/2024 02/13/2024 02/13/2024 02/13/2024	101-2020-423.43-29 507-5762-454.61-06 580-4750-473.60-55 580-4750-473.60-55	10.51 11.04 30.69 38.89 91.13 *	91.13
20229	2612	HARDWARE EXPRESS INCORP.	004031 004032		02/13/2024 02/13/2024	575-5555-485.43-02 575-5555-485.43-02	20.88 7.54 28.42 *	28.42
20230	4158	HEARTLAND MARKETING INC.	004087		02/13/2024	507-5762-454.53-00	400.00 400.00 *	400.00
20231	3712	HENDERSON CHEVROLET COMPA	004251 004252 004275		02/13/2024 02/13/2024 02/13/2024	511-3021-432.43-27 511-3021-432.43-27 511-3021-432.43-37	204.11 191.14 687.68 1,082.93 *	1,082.93
20232	2489	HOME DEPOT CREDIT SERVICE	004029 004203		02/13/2024 02/13/2024	575-5555-485.43-02 575-5555-485.43-02	1,729.15 61.84 1,790.99 *	1,790.99
20233	2489	HOME DEPOT CREDIT SERVICE	004245 004246 004247 004248		02/13/2024 02/13/2024 02/13/2024 02/13/2024	575-5555-485.60-55 575-5555-485.43-02 575-5555-485.43-02 575-5555-485.43-02	875.86 706.70 267.92 189.14 2,039.62 *	2,039.62
20234	3949	JANET JERNIGAN	004014		02/13/2024	101-0000-362.01-00	150.00 150.00 *	150.00
20235	4000	JARROD DELEON	004036 004253		02/13/2024 02/13/2024	507-5761-453.43-04 507-5762-454.31-90	38.78 333.00 371.78 *	371.78
20236	2390	JAVELINA TRADING COMPANY	004102		02/13/2024	511-3021-432.43-26	204.11	

PAGE 5
ACCOUNTING PERIOD 2024/08
REPORT NUMBER 84

ACCOUNTING PERIOD 2024/08 PAGE 3

ACCOUNTING PERIOD 2024/08
REPORT NUMBER 84

REPORT NUMBER 04

CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)	CHECK TOTAL
20236	2390	JAVELINA TRADING COMPANY					204.11 *	204.11
20237	3977	LANDIS+GYR TECHNOLOGY, IN	004193		02/13/2024	580-4750-473.56-00	950.00 950.00 *	950.00
20238	85	LEAGUE OF CALIFORNIA CITI	004129 004233		02/13/2024 02/13/2024	101-1030-414.56-01 101-1030-414.56-01	3,585.00 600.00 4,185.00 *	4,185.00
20239	1	LYNN WOOD	004263		02/13/2024	101-0000-204.11-00	500.00 500.00 *	500.00
20240	125	MCCORMICK CONSTRUCTION CO	004192		02/13/2024	502-4710-471.43-60	2,617.23 2,617.23 *	2,617.23
20241	3998	MICHAEL BAKER INTERNATIONAL	004205 PI0202 004234 004234 004234 004234 004234	024041	02/13/2024 02/13/2024 02/13/2024 02/13/2024 02/13/2024 02/13/2024 02/13/2024	101-0000-204.03-01 101-1035-416.31-90 101-0000-204.03-01 101-0000-204.03-01 101-0000-204.03-01 101-0000-204.03-01 101-0000-204.03-01	620.00 2,724.20 975.20 368.00 386.40 478.40 5,552.20 *	5,552.20
20242	1	MILES, JACKIE L.	UT		02/13/2024	501-0000-211.00-00	97.35 97.35 *	97.35
20243	3610	MOHAVE SHRED	004102 004102		02/13/2024 02/13/2024	575-5555-485.31-90 575-5555-485.31-90	58.00 58.00 116.00 *	116.00
20244	1	MORRISSEY, TERI LYNN	UT		02/13/2024	501-0000-211.00-00	53.07 53.07 *	53.07
20245	4144	NAN MCKAY AND ASSOCIATES,	004234		02/13/2024	575-5555-485.31-90	1,136.00 1,136.00 *	1,136.00
20246	194	NEEDLES CHAMBER OF COMMER	003988		02/13/2024	101-1060-410.54-06	2,000.00 2,000.00 *	2,000.00
20247	218	NEWS WEST PUBLISHING CO.	004005 004005 004005 004203 004234 004234		02/13/2024 02/13/2024 02/13/2024 02/13/2024 02/13/2024 02/13/2024	101-3010-431.53-00 580-4750-473.53-00 502-4710-471.53-00 470-4620-471.69-27 575-5555-485.53-00 507-5761-453.72-07	71.00 71.00 71.00 89.74 145.18 97.66 545.58 *	545.58
20248	1786	NPUA						VOIDED
20249	1786	NPUA						VOIDED
20250	1786	NPUA	003934		02/13/2024	503-4720-475.41-10	9,178.89	9,178.89

Item 7.

CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)	CHECK TOTAL
20250	1786	NPUA	003935		02/13/2024	503-4720-475.41-20	238.62	
			003936		02/13/2024	503-4720-475.41-10	118.87	
			003937		02/13/2024	503-4720-475.41-20	236.99	
			003938		02/13/2024	510-4410-405.41-10	1,063.95	
			003939		02/13/2024	510-4410-405.41-20	241.84	
			003940		02/13/2024	510-4410-405.41-30	2,460.07	
			003941		02/13/2024	101-2020-423.41-10	388.20	
			003942		02/13/2024	101-2020-423.41-20	130.58	
			003943		02/13/2024	101-2020-423.41-30	169.66	
			003944		02/13/2024	580-4750-473.41-11	33.83	
			003945		02/13/2024	101-5772-452.41-10	1,069.95	
			003946		02/13/2024	101-5772-452.41-10	55.14	
			003947		02/13/2024	101-5772-452.41-20	261.24	
			003948		02/13/2024	101-5772-452.41-10	72.20	
			003949		02/13/2024	101-5772-452.41-20	48.63	
			003950		02/13/2024	101-5772-452.41-10	155.79	
			003951		02/13/2024	101-5772-452.41-10	37.28	
			003952		02/13/2024	101-5772-452.41-20	2,359.56	
			003953		02/13/2024	101-5772-452.41-30	84.83	
			003954		02/13/2024	101-5772-452.41-20	225.14	
			003955		02/13/2024	101-5772-452.41-10	425.72	
			003956		02/13/2024	101-5772-452.41-10	35.23	
			003957		02/13/2024	101-3010-431.41-10	370.74	
			003958		02/13/2024	101-3010-431.41-20	54.19	
			003959		02/13/2024	101-3010-431.41-30	424.15	
			003960		02/13/2024	101-5772-452.41-20	47.53	
			003961		02/13/2024	101-5772-452.41-20	47.53	
			003962		02/13/2024	101-5772-452.41-20	298.12	
			003963		02/13/2024	101-5772-452.41-30	84.83	
			003964		02/13/2024	101-5772-452.41-10	68.81	
			003965		02/13/2024	101-5772-452.41-10	355.18	
			003966		02/13/2024	101-5772-452.41-20	47.53	
			003967		02/13/2024	503-4720-475.41-10	1,592.40	
			003968		02/13/2024	503-4720-475.41-20	47.53	
			003978		02/13/2024	502-4710-471.41-10	47.90	
			003979		02/13/2024	502-4710-471.41-10	49.45	
			003994		02/13/2024	503-4720-475.41-10	50.13	
			003995		02/13/2024	503-4720-475.41-20	47.53	
			003996		02/13/2024	503-4720-475.41-10	36.15	
			003997		02/13/2024	502-4710-471.41-10	47.76	
			003998		02/13/2024	502-4710-471.41-10	1,298.53	
			003999		02/13/2024	502-4710-471.41-10	66.25	
			004004		02/13/2024	101-5774-452.41-10	877.20	
			004004		02/13/2024	101-5774-452.41-20	240.85	
			004004		02/13/2024	101-5774-452.41-30	169.66	
			004004		02/13/2024	101-5774-452.41-10	143.44	
			004004		02/13/2024	101-5774-452.41-20	152.41	
			004004		02/13/2024	101-5770-452.41-10	856.90	
			004004		02/13/2024	101-5770-452.41-20	777.92	
			004004		02/13/2024	101-5770-452.41-30	84.83	

CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)	CHECK TOTAL
20250	1786	NPUA	004005		02/13/2024	206-5771-452.41-10	47.61	
			004005		02/13/2024	206-5771-452.41-20	3,102.58	
			004005		02/13/2024	206-5771-452.41-30	84.83	
			004015		02/13/2024	502-4710-471.41-10	186.22	
			004015		02/13/2024	502-4710-471.41-10	35.23	
			004015		02/13/2024	101-5772-452.41-10	52.75	
			004015		02/13/2024	101-5772-452.41-20	616.53	
			004015		02/13/2024	101-5772-452.41-10	35.61	
			004015		02/13/2024	101-5772-452.41-20	219.22	
			004020		02/13/2024	101-5772-452.41-10	50.46	
			004020		02/13/2024	101-5772-452.41-20	233.57	
			004021		02/13/2024	101-5772-452.41-10	41.20	
			004021		02/13/2024	101-5772-452.41-20	222.21	
			004021		02/13/2024	101-5772-452.41-10	1,812.98	
			004021		02/13/2024	101-5772-452.41-20	324.49	
			004021		02/13/2024	101-5772-452.41-10	64.90	
			004021		02/13/2024	101-5772-452.41-20	584.21	
			004021		02/13/2024	101-5772-452.41-10	964.72	
			004037		02/13/2024	580-4750-473.41-11	61.25	
			004038		02/13/2024	580-4750-473.41-11	34.59	
			004039		02/13/2024	580-4750-473.41-20	35.23	
			004040		02/13/2024	580-4750-473.41-11	39.80	
			004041		02/13/2024	101-1070-410.41-10	612.19	
			004042		02/13/2024	101-1070-410.41-20	244.06	
			004043		02/13/2024	101-1070-410.41-30	84.83	
			004044		02/13/2024	580-4750-473.41-11	65.81	
			004045		02/13/2024	503-4720-475.41-10	50.28	
			004046		02/13/2024	503-4720-475.41-20	47.70	
			004047		02/13/2024	580-4750-473.41-11	62.99	
			004048		02/13/2024	507-5762-454.41-10	125.28	
			004102		02/13/2024	101-5773-452.41-10	39.37	
			004120		02/13/2024	507-5762-454.41-10	1,069.23	
			004121		02/13/2024	507-5762-454.41-20	162.14	
			004122		02/13/2024	507-5762-454.41-30	254.49	
			004123		02/13/2024	507-5762-454.41-10	422.57	
			004124		02/13/2024	507-5761-453.41-20	80.93	
			004125		02/13/2024	507-5761-453.41-20	12,333.48	
			004126		02/13/2024	507-5761-453.41-20	51.48	
			004127		02/13/2024	507-5761-453.41-20	50.15	
			004195		02/13/2024	507-5761-453.41-10	92.44	
			004196		02/13/2024	507-5761-453.41-20	86.53	
			004234		02/13/2024	580-4750-473.41-11	38.89	
							52,302.69	52,302.69
20251	740	OUR TOWN MAGAZINE	004212		02/13/2024	507-5762-454.53-00	372.30	
							372.30	372.30
20252	4074	PACIFIC HYDROTECH CORPORA	FI0203	024016	02/13/2024	582-4710-471.71-05	685,294.38	
							685,294.38	685,294.38

ACCOUNTS PAYABLE CHECK REGISTER BY BANK NUMBER

CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)	CHECK TOTAL
20253	3116	PREFERRED AERIAL & CRANE	004203		02/13/2024	511-3021-432.43-38	3,211.26 3,211.26 *	3,211.26
20254	1578	PURCHASE POWER	004022		02/13/2024	510-4410-405.52-20	92.83 92.83 *	92.83
20255	15	QUILL LLC	004052 004102 004102 004203 004209 004209 004209 004213 004214 004215		02/13/2024 02/13/2024 02/13/2024 02/13/2024 02/13/2024 02/13/2024 02/13/2024 02/13/2024 02/13/2024 02/13/2024	101-2020-423.61-21 502-4710-471.61-01 502-4710-471.61-01 510-4410-405.61-01 101-1025-415.61-01 510-4410-405.61-06 510-4410-405.61-01 510-4410-405.61-31 510-4410-405.61-01 502-4710-471.61-01	205.79 231.61 66.56 610.05 80.79 171.29 137.83 568.81 7.21 72.36	2,152.30
20256	818	R & R PRODUCTS INC.	004055		02/13/2024	507-5761-453.63-00	209.87 209.87 *	209.87
20257	3441	RALPH G. GRIFFIN PUBLICAT	004200		02/13/2024	507-5762-454.53-00	199.00 199.00 *	199.00
20258	2861	REINKE A/C CORP.	003974 004053 004054 004109 004109 004110 004209		02/13/2024 02/13/2024 02/13/2024 02/13/2024 02/13/2024 02/13/2024 02/13/2024	580-4750-473.54-62 575-5555-485.43-02 575-5555-485.43-02 510-4410-405.43-01 510-4410-405.43-01 510-4410-405.43-01 507-5762-454.43-08	5,035.45 800.00 85.00 85.00 476.25 403.70 370.00 7,255.40 *	7,255.40
20259	591	ROBINSON ELECTRIC CO. INC	003924		02/13/2024	101-5772-452.43-18	341.29 341.29 *	341.29
20260	4049	ROGER MILLER	004056		02/13/2024	507-5761-453.43-04	139.42 139.42 *	139.42
20261	2468	RON'S TIRE & AUTO REPAIR	003925		02/13/2024	511-3021-432.43-36	1,324.07 1,324.07 *	1,324.07
20262	3796	ROUTE 66 BROADBAND LLC	004112 004113 004197 004203 004203 004216 004217		02/13/2024 02/13/2024 02/13/2024 02/13/2024 02/13/2024 02/13/2024 02/13/2024	507-5761-453.52-10 507-5761-453.52-10 101-1030-414.52-10 101-2020-423.52-10 580-4750-473.52-10 503-4720-475.52-10 507-5761-453.52-10	180.00 180.00 285.00 160.00 200.00 85.00 180.00	1,324.07

ACCOUNTS PAYABLE CHECK REGISTER BY BANK NUMBER

CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)	CHECK TOTAL
20262	3796	ROUTE 66 BROADBAND LLC	004218 004219 004220 004221 004222 004223		02/13/2024 02/13/2024 02/13/2024 02/13/2024 02/13/2024 02/13/2024	511-3020-432.43-29 511-3020-432.43-29 509-4910-479.52-12 509-4910-479.52-12 101-5773-452.52-10 575-5555-485.52-10	180.00 223.13 320.00 25.00 535.00 316.26	2,999.39
20263	2687	S.B. COUNTY FIRE DEPARTMENT	004058		02/13/2024	101-4730-472.49-16	1,637.22	1,637.22
20264	2148	S.B.CO. DEPT.OF PUBLIC HE	004203		02/13/2024	101-5770-452.31-90	1,268.00	1,268.00
20265	3361	S.B.COUNTY SHERIFF'S DEPA	004102 004102		02/13/2024 02/13/2024	101-2010-421.31-80 225-2010-421.31-80	293,534.67 8,051.33	301,586.00
20266	4058	S-NET COMMUNICATIONS INC.	004128		02/13/2024	510-4410-405.52-10	1,744.84	1,744.84
20267	1117	SCMAF	004226		02/13/2024	101-5774-452.56-00	80.00	80.00
20268	4001	SIMPLOT TURF & HORTICULTU	004194 004209 004209		02/13/2024 02/13/2024 02/13/2024	507-5761-453.61-08 507-5761-453.61-08 507-5761-453.61-08	2,484.50 3,088.12 118.53	5,691.15
20269	1826	SIMPSON NORTON CORP.	004114		02/13/2024	507-5761-453.63-00	95.11	95.11
20270	4121	SMART DOCUMENT SOLUTION	004057		02/13/2024	575-5555-485.61-01	177.85	177.85
20271	4156	SMITH MARION & CO.,PC	004203		02/13/2024	575-5555-485.31-90	2,500.00	2,500.00
20272	3875	STANTEC CONSULTING SERVIC	PI0204	024055	02/13/2024	580-4750-473.31-10	497.92	497.92
20273	481	STAPLES	004235 004236 004237		02/13/2024 02/13/2024 02/13/2024	510-4410-405.61-06 510-4410-405.61-01 510-4410-405.61-06	105.67 85.75 327.47	518.89
20274	3605	STATEWIDE TRAFFIC SAFETY	004102		02/13/2024	101-3010-431.70-19	144.00	144.00
20275	4159	STELLA R. BRODBECK	004203		02/13/2024	575-5555-485.43-02	225.00	225.00

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20275	4159	STELLA R. BRODBECK					225.00 *	225.00
20276	1006	TAYLOR MADE	003977 004059		02/13/2024 02/13/2024	507-5762-454.44-10 507-5762-454.44-10	695.70 178.26 873.96 *	873.96
20277	4008	THE PRINTER GUYS LLC	003920 003921 003922 003923 004051 004102 004102 004102 004108 004135		02/13/2024 02/13/2024 02/13/2024 02/13/2024 02/13/2024 02/13/2024 02/13/2024 02/13/2024 02/13/2024 02/13/2024	101-1040-417.61-02 101-1035-416.61-02 101-2025-424.61-02 101-2030-423.61-02 580-4750-473.61-02 101-1040-417.61-02 101-1035-416.61-02 101-2025-424.61-02 101-2030-423.61-02 101-1025-415.61-02 101-1025-415.61-02	49.75 49.75 49.75 49.75 211.99 176.75 176.75 176.75 176.75 145.00 145.00 1,407.99 *	1,407.99
20278	4139	THREE PEAKS CORP	PI0205	024062	02/13/2024	238-5772-452.72-18	302,223.64 302,223.64 *	302,223.64
20279	2817	TONY RUBALCABA	004268		02/13/2024	101-2020-423.55-00	207.00 207.00 *	207.00
20280	3917	TOUCHSTONE GOLF LLC	004088 004089 PI0196 004241	024034	02/13/2024 02/13/2024 02/13/2024 02/13/2024	507-5761-453.31-90 507-5762-454.31-90 507-5762-454.31-89 507-5762-454.55-00	1,335.19 1,214.31 5,000.00 118.26 7,667.76 *	7,667.76
20281	3873	TRANSPORTATION CONCEPTS	004102 004102 004102 004102 004102 004102 004102		02/13/2024 02/13/2024 02/13/2024 02/13/2024 02/13/2024 02/13/2024 02/13/2024	520-4740-462.32-90 520-4740-462.51-20 520-4740-462.62-00 521-4740-462.32-90 521-4740-462.51-20 521-4740-462.62-00 525-4770-461.32-90 525-4770-461.62-00	5,337.18 1,369.49 274.81 618.88 342.37 68.70 33,895.74 1,884.46 43,791.63 *	43,791.63
20282	772	TRI-STATE ACE HARDWARE	004102 004102		02/13/2024 02/13/2024	503-4720-475.60-32 101-3010-431.60-11	316.69 383.17 699.86 *	699.86
20283	2798	U.S. DEPARTMENT OF ENERGY	004240		02/13/2024	580-4750-473.63-10	20,398.94 20,398.94 *	20,398.94
20284	3830	UNIFIRST CORPORATION	003927 003928		02/13/2024 02/13/2024	508-4810-478.61-04 101-5772-452.61-04	7.53 26.43	26.43

CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)	CHECK TOTAL
20284	3830	UNIFIRST CORPORATION	003929		02/13/2024	101-5772-452.61-04	26.43	
			003930		02/13/2024	575-5555-485.61-04	5.61	
			003931		02/13/2024	575-5555-485.61-04	5.61	
			003932		02/13/2024	101-3010-431.61-04	125.77	
			003933		02/13/2024	511-3020-432.61-04	125.77	
			003969		02/13/2024	580-4750-473.61-04	137.83	
			003975		02/13/2024	503-4720-475.61-04	16.83	
			003976		02/13/2024	507-5762-454.61-06	4.54	
			003991		02/13/2024	508-4810-478.61-04	7.53	
			004019		02/13/2024	503-4720-475.61-04	16.83	
			004060		02/13/2024	580-4750-473.61-04	137.83	
			004104		02/13/2024	502-4710-471.61-04	22.86	
			004105		02/13/2024	101-5774-452.61-06	9.06	
			004107		02/13/2024	101-5772-452.61-06	9.06	
			004108		02/13/2024	101-5772-452.61-04	19.80	
			004109		02/13/2024	575-5555-485.61-04	12.24	
			004115		02/13/2024	511-3020-432.61-04	125.77	
			004116		02/13/2024	507-5762-454.43-08	11.34	
			004117		02/13/2024	507-5762-454.43-08	7.94	
			004118		02/13/2024	507-5762-454.43-08	7.49	
			004201		02/13/2024	507-5762-454.43-08	7.49	
			004203		02/13/2024	508-4810-478.61-04	7.53	
			004234		02/13/2024	507-5762-454.43-08	137.83	
			004242		02/13/2024	503-4720-475.61-04	13.62	
			004243		02/13/2024	502-4710-471.61-04	16.83	
			004244		02/13/2024	575-5555-485.61-04	36.99	
			004266		02/13/2024	502-4710-471.61-04	5.61	
			004267		02/13/2024	508-4810-478.61-04	22.86	
			004271		02/13/2024	580-4750-473.61-04	7.53	
							137.83	
							1,272.16	1,272.16
20285	761	USABLEBOOK	004107		02/13/2024	503-4720-475.61-33	2,847.96	
			004107		02/13/2024	503-4720-475.60-32	240.65	
			004132		02/13/2024	502-4710-471.60-17	693.02	
			004133		02/13/2024	502-4710-471.43-57	74.18	
			004134		02/13/2024	502-4710-471.43-57	95.52	
							3,951.33	3,951.33
20286	1917	VIRGINIA TASKER	003986		02/13/2024	101-1025-415.31-90	500.00	
							500.00	500.00
20287	3528	WESTERN ENVIRONMENTAL TES	003973		02/13/2024	503-4720-475.59-75	307.00	
			004061		02/13/2024	503-4720-475.59-75	277.00	
			004238		02/13/2024	503-4720-475.59-75	693.00	
			004239		02/13/2024	503-4720-475.59-75	498.00	
							1,775.00	1,775.00
20288	1023	XEROX	004062		02/13/2024	101-1020-413.70-01	52.89	

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20288	1023	XEROX	004063 004064 004065 004066 004067 004068 004069 004070		02/13/2024 02/13/2024 02/13/2024 02/13/2024 02/13/2024 02/13/2024 02/13/2024 02/13/2024	101-1025-415.70-01 101-1030-414.70-01 101-1035-416.70-01 101-1040-417.70-01 101-2025-424.70-01 101-2030-423.70-01 101-3010-431.70-01 510-4410-405.70-01	52.89 84.63 52.89 52.89 52.89 52.89 21.16 105.81 528.94 *	528.94
20289	1	ZEINATY, NAJAH T	UT		02/13/2024	501-0000-211.00-00	98.35 98.35 *	98.35
20290	1293	ZUBRICK T-SHIRTS	004109		02/13/2024	101-3010-431.61-21	96.00 96.00 *	96.00
20291	3828	3D-NETWORKS LLC	003980 003981 004050 004130 004131 004198 004199 004209 004210		02/13/2024 02/13/2024 02/13/2024 02/13/2024 02/13/2024 02/13/2024 02/13/2024 02/13/2024 02/13/2024	509-4910-479.52-13 509-4910-479.31-53 575-5555-485.72-17 509-4910-479.31-90 509-4910-479.31-53 509-4910-479.31-90 509-4910-479.61-02 509-4910-479.31-90 509-4910-479.31-53	1,826.73 525.00 1,973.75 3,016.86 500.00 2,550.00 160.00 2,675.00 13,902.34 *	13,902.34
BANK/CHECK TOTAL								1,642,661.90
ALL BANKS/CHECKS TOTAL								1,642,661.90

MINUTES

**REGULAR MEETING OF THE CITY COUNCIL
NEEDLES PUBLIC UTILITY AUTHORITY
HOUSING AUTHORITY CITY OF NEEDLES
CITY OF NEEDLES, CALIFORNIA
CITY COUNCIL CHAMBERS
1111 BAILEY AVENUE, NEEDLES**

TUESDAY, JANUARY 23, 2024

**THE 5:00 PM PORTION OF THE CITY COUNCIL MEETING WAS RECESSED
BY THE CITY CLERK TO 5:30 PM
COUNCIL EXECUTIVE SESSION – 5:30 PM
CITY COUNCIL MEETING – 6:00 PM**

CALL TO ORDER - Mayor Jernigan called the meeting to order at 5:41 pm

ROLL CALL -

PRESENT

Council Member Ellen Campbell via Teams
Council Member Jamie McCorkle
Mayor Janet Jernigan
Council Member JoAnne Pogue
Council Member Henry Longbrake

ABSENT

Vice Mayor Kirsten Merritt
Council Member Tona Belt

Also present was City Manager Patrick Martinez, City Attorney John Pinkney and City Clerk Dale Jones.

**RECESS THE CITY COUNCIL MEETING AND CONVENE A JOINT COUNCIL / NPUA MEETING at
5:42 PM**

PUBLIC COMMENTS PERTAINING TO THE EXECUTIVE SESSION ITEMS - None

RECESSED TO EXECUTIVE SESSION

EXECUTIVE SESSION

- a. Public Employee Performance Evaluation pursuant to Government Code §54957 - Title of position: City Clerk
No Reportable Action

EXECUTIVE SESSION REPORT - City Attorney John Pinkney declared there was no reportable action, as noted above.

CALL TO ORDER - Mayor Jernigan called the meeting to order at 6:04 pm

ROLL CALL

PRESENT

Council Member Ellen Campbell via Teams
Council Member Jamie McCorkle
Mayor Janet Jernigan
Council Member JoAnne Pogue
Council Member Henry Longbrake

ABSENT – Mayor Jernigan announced an excused absence for Vice Mayor Kirsten Merritt and Council Member Tona Belt

PLEDGE OF ALLEGIANCE - Led by Mayor Jernigan

INVOCATION - Given by Council Member Campbell

APPROVAL OF AGENDA

Council Member Pogue moved, second by Council Member McCorkle to approve the agenda Motion carried by the following roll call vote:

Ayes: Council Members Campbell, McCorkle, Pogue, and Longbrake

Noes: None

Absent: Council Member Belt and Vice Mayor Merritt

CONFLICT OF INTEREST - None

CORRESPONDENCE - None

INTRODUCTIONS - Mayor Jernigan acknowledged Former Council Members Tim Terral and Shawn Gudmundson in attendance.

CITY ATTORNEY – Parliamentary Procedures given by City Attorney Pinkney

PUBLIC APPEARANCE

Sheila Miller spoke about a disturbance at her daughter's house on Earl Court. Police were called and they responded to the incident.

PUBLIC COMMENTS PERTAINING TO THE NPUA/COUNCIL ITEMS - None

NPUA / COUNCIL CONSENT CALENDAR

Motion made by Member/Council Member McCorkle, second by Member/Council Member Pogue to approve the NPUA/Council Consent Calendar Items 2 through 4. Motion carried by the following roll call vote:

Ayes: Members/Council Members Campbell, McCorkle, Pogue, Mayor Jernigan and Longbrake

Noes: None

Absent: Members/Council Member Belt and Vice Mayor Merritt

2. Authorized a change order for the purchase of a Terex TC55 Optima 2023 Freightliner bucket truck not to exceed \$23,400 utilizing the electric vehicle replacement funds
3. Authorized Reliable Pump Inc. to complete two Hydromatic pump repairs not to exceed \$15,531.74 to be funded by the Wastewater Asset Replacement Fund
4. Awarded bid to Phillips Excavating, Inc. for the Water Service Lateral Replacement Project in the amount of \$990,399.00 plus 5% contingency for a total project cost of \$1,039,918.95 and authorized staff to execute a Public Works Agreement with Phillips Excavating, Inc. and move forward with the Notice of Award and Notice to Proceed.

END OF NPUA CONSENT CALENDAR

ADJOURN THE JOINT NPUA/COUNCIL MEETING AND CONVENE A JOINT HACN/COUNCIL MEETING (Roll Call Previously Taken) at 6:15 PM

PUBLIC COMMENTS PERTAINING TO THE HACN/COUNCIL ITEMS - None

HACN / COUNCIL REGULAR ITEM

5. Accept Change Order No. 2 (Final) for a total contract amount of \$448,309.03 and a total project cost of \$448,309.03 for work completed by Final Touch Construction for the Needles Housing Authority Window Replacement Project and authorize staff to execute said Change Order; and Accept the Notice of Completion for the Work.

City Manager Martinez reported.

Motion made by Member/Council Member McCorkle, second by Member/Council Member Longbrake to accept Change Order No. 2 (Final) for a total contract amount of \$448,309.03 and a total project cost of \$448,309.03 for work completed by Final Touch Construction for the Needles Housing Authority Window Replacement Project and authorize staff to execute said

Change Order; and Accept the Notice of Completion for the Work Motion carried by the following roll call vote:

Ayes: Members/Council Members Campbell, McCorkle, Pogue, Mayor Jernigan and Council Member Longbrake

Noes: None

Absent: Members/Council Member Belt and Vice Mayor Merritt

ADJOURN THE HOUSING AUTHORITY OF THE CITY OF NEEDLES MEETING AND RECONVENE THE CITY COUNCIL MEETING (Roll Call previously taken) at 6:17 PM

PRESENTATION

1. Interim Deputy Chief of Operations Scott Tuttle, San Bernardino County Fire Protection District, gave a presentation on FP-5.

PUBLIC COMMENTS PERTAINING TO THE COUNCIL ITEMS - None

COUNCIL CONSENT CALENDAR

Councilmember McCorkle pulled items 10 and 11 for discussion. City Manager Martinez responded and requested council direction on the location of the Route 66 Arch sign. Discussion ensued and council agreed that Front Street would be the best location.

Motion made by Council Member McCorkle, second by Council Member Pogue to approve the **N**Council Consent Calendar Items 6 through 12. Motion carried by the following roll call vote:

Ayes: Council Members Campbell, McCorkle, Pogue, and Longbrake

Noes: None

Absent: Council Member Belt and Vice Mayor Merritt

6. Approved the Warrants Register through January 23, 2024
7. Approved the Minutes of January 9, 2024
8. Waived the reading and adopted Resolution 2024-3 prioritizing and approving the dollar amount of Needles eligible projects for the Community Development Block Grant Funding in fiscal year 2024-2025
9. Authorized the Mayor to execute the award acceptance letter to CARB for the Needles Active Transportation Plan
10. Waived the reading and adopted Resolution 2024-6 approving a Categorical Exemption for the Proposed Golf Course Irrigation Efficiency Project, Phase 1; and authorize staff to proceed with the implementation; and direct staff to file the Notice of Exemption (NOE) with the State of California, Office of Planning and research, State Clearinghouse, and the San Bernardino County Clerk.
11. Route 66 Drive-Through Arch along Front Street
12. Authorized the City cosponsor the Run for the Wall with an approximate amount of \$2,000 for services

END OF COUNCIL CONSENT CALENDAR

REGULAR COUNCIL ITEMS

13. Award the 2024 Edible Food Recovery Grant

Utility Manager Rainie Torrance reported on the grant. The applicants reviewed their programs and their intent on using the additional funding. After considerable discussion and debate among council the following motions were made.

Council Member Longbrake moved, second by Council Member McCorkle, to divide the grant equally between St Vincent De Paul and Firehouse Ministries. Motion failed by the following roll call vote:

Ayes: Council Members Campbell, McCorkle and Longbrake
Noes: Council Member Pogue
Absent: Council Member Belt and Vice Mayor Merritt

Council Member Campbell moved, second by Council Member McCorkle, to give \$2,000 to Firehouse Ministries, \$2,000 to St. Vincent De Paul and \$1,000 to Set Free. Motion failed by the following roll call vote:

Ayes: Council Members Campbell, McCorkle and Pogue
Noes: Council Member Longbrake
Absent: Council Member Belt and Vice Mayor Merritt

Continued discussion ensued.

Council Member Pogue moved, second by Council Member McCorkle, to divide equally amongst the three applicants. Motion failed by the following roll call vote:

Ayes: Council Members Campbell, McCorkle and Pogue
Noes: Council Member Longbrake
Absent: Council Member Belt and Vice Mayor Merritt

Council Member Longbrake moved, second by Council Member Pogue, to continue this item to the next Council Meeting on February 13, 2024. Motion carried by the following roll call vote:

Ayes: Council Members Campbell, McCorkle, Pogue and Longbrake
Noes: None
Absent: Council Member Belt and Vice Mayor Merritt

14. Waive the reading and adopt Resolution 2024-5 continuing Council Member McCorkle as representative to MDAQMD, and appoint a alternate.

Motion made by Council Member McCorkle, second by Council Member Longbrake to waive the reading and adopt Resolution 2024-5 continuing Council Member McCorkle as representative to MDAQMD, and appoint Mayor Jernigan as alternate. Motion carried by the following roll call vote:

Ayes: Council Members Campbell, McCorkle, Pogue, and Longbrake
Noes: None
Absent: Council Member Belt and Vice Mayor Merritt

15. Name Jack Smith Walking Trail after Marilyn Hohstadt Mathews

Mayor Jernigan reported.

Council Member Longbrake moved, second by Council Member Pogue to create a Resolution naming Jack Smith Walking Trail after Marilyn Hohstadt Mathews. Item to be on Consent Calendar at the next Council Meeting on February 13 2024. Motion carried by the following roll call vote:

Ayes: Council Members Campbell, McCorkle, Pogue, and Longbrake
Noes: None
Absent: Council Member Belt and Vice Mayor Merritt

16. Hearing on Appeal of City's Notice of Revocation of Cannabis Business License/Permit for the following Cannabis Businesses:
3247 Needles Highway, Suite E, Needles, CA (2103 D, LLC);
3247 Needles Highway, Suite A, Needles CA (3247 AM, LLC)
3241 Needles Highway, Needles, CA (NCA Management Co., LLC)

CITY ATTORNEY REPORT

Given by City Attorney John Pinkney

CITY CLERK REPORT

Given by City Clerk Dale Jones

17. MANAGERS REPORT

Given by City Manager Patrick Martinez

COUNCIL REQUESTS

Councilmember Campbell - Congratulated Patrick and Stacy Martinez on the arrival of their new baby; offered condolences to the Dressle family on the death in their family.

Councilmember McCorkle - Congratulated Patrick and Stacy Martinez on the arrival of their new baby; spoke about Rite-Aid closing and addressed the fact that it is not something the City had any control over.

Council Member Pogue - Congratulated Patrick and Stacy Martinez on the arrival of their new baby; spoke about Rite Aid closing and questioned if Needles Point Pharmacy could re-open.

Councilmember Longbrake - Spoke about angry citizens over the Rite Aid closure and Needles losing businesses; urged the City Manager to follow up on all leads for potential new businesses.

Mayor Jernigan - stated that the Housing Authority building improvements is looking better; attended the school board meeting with Rainie Torrance; Art in the Park has been moved to March 22 & 23 in Santa Fe Park encouraging high school students to participate; River Valley Arts Guild has invited NHS students to participate and will be offering classes and providing scholarships; addressed Rite Aid closure and reassured citizens that the City is doing everything possible to address the issue.

ADJOURNMENT

Mayor Jernigan adjourned the meeting at 7:43 pm

ATTEST: _____
Mayor Janet Jernigan

City Clerk Dale Jones, CMC

MINUTES

SPECIAL MEETING OF THE CITY COUNCIL CITY OF NEEDLES, CALIFORNIA

CITY COUNCIL CHAMBERS
1111 BAILEY AVENUE, NEEDLES

TUESDAY, JANUARY 30, 2024 - 5:30 PM

Council Member Campbell participated via teams from 526 Desnok, Needles, CA 92363

Council Member Longbrake was unable to participate via teams, due to technical difficulties, from Comfort Inn Irvine Spectrum, 23702 Rockfield Blvd, Lake Forest, CA 92630

CALL TO ORDER - Mayor Jernigan called the meeting to order at 5:30 pm

ROLL CALL

PRESENT

Council Member Ellen Campbell
Vice Mayor Kirsten Merritt
Mayor Janet Jernigan
Council Member JoAnne Pogue
Council Member Tona Belt

ABSENT

Council Member Jamie McCorkle
Council Member Henry Longbrake

PUBLIC COMMENTS PERTAINING TO THE COUNCIL ITEMS - None

REGULAR COUNCIL ITEMS

1. Adopt the Emergency Declaration Resolution No. 2024-7 Declaring a Local Emergency due to the Closure of the only California Pharmacy within Needles

City Manager Patrick Martinez gave a staff report on the Rite Aid closure and reviewed the possible options to provide pharmaceutical needs for residents.

Council Member Campbell moved, second by Council Member Pogue, to adopt the Emergency Declaration Resolution No. 2024-7 Declaring a Local Emergency due to the Closure of the only California Pharmacy within Needles. Motion carried by the following roll call vote:

Ayes: Council Members Campbell, Merritt, Pogue, and Belt
Noes: None
Absent: Council Members McCorkle and Longbrake

ADJOURNMENT

Mayor Jernigan adjourned the meeting at 5:41 pm

ATTEST: _____

Mayor Janet Jernigan

City Clerk Dale Jones, CMC



City of Needles, California Request for City Council Action

☒ CITY COUNCIL ☐ NPUA

☒ Regular ☐ Special

Meeting Date: February 13, 2024

Title: Accept Change Order #3 to the Public Works Agreement with Cora Constructors, Inc. for the Lily Hill Water Booster Pump Station project.

Background: On May 24, 2022, Cora Construction was awarded the Base Bid for the Lily Hill Water Booster Pump Station project for a total contract amount of \$2,086,775.00. During the submittal approval process, Change Order 1 and Change Order 2 were approved which increased the total project cost by \$32,519.75. During construction, various issues/conflicts were identified that required changes to the work resulting in additional expenses to the project. These items were presented to the State Water Resources Control Board (SWRCB) and approved to be funded by the project contingency.

Therefore, Change Order #3 reflects items already approved by the SWRCB increasing the contract with Cora by \$64,658.91 for a new total contract amount of \$2,183,953.66.

Fiscal Impact: The City received Grant Amendment #3 to the original Grant Agreement with the California State Water Resources Control Board in the amount of \$14,315,640.00 for water system improvements. The Lily Hill Water Booster Station is identified as Phase 1 of the total project in the amount of \$2,086,775 with a \$240,000 allowable contingency.

Change Order #3 for a total of \$64,658.91 is reimbursable from the contingency funds and results in a new total contract amount of \$2,183,953.66.

Recommended Action: Accept Change Order #3 to the Public Works Agreement with Cora Constructors, Inc. for the Lily Hill Water Booster Pump Station project resulting in an increase to the contract in the amount of \$64,658.91 for a new total contract amount of \$2,183,953.66; and authorize staff to execute said Change Order.

Submitted By: Kathy Raasch, Project Manager

City Manager Approval: Patrick J. Martinez Date: 2/6/2024

Other Department Approval (when required): Barbara DiLeo Date: 02/07/24

Approved: ☐

Not Approved: ☐

Tabled: ☐

Other: ☐

Agenda Item: _____

CITY OF NEEDLES
CHANGE ORDER

PROJECT: Lilly Hill Water Booster Pump Station

ORDER NO: 3

OWNER: City of Needles

CONTRACTOR: Cora Constructors, Inc.

FOLLOWING CHANGES ARE MADE TO THE CONTRACT:

<u>Description of Changes</u>	<u>Decrease Contract Price</u>	<u>Increase Contract Price</u>
1) Additional 4" electrical U/G conduit		\$6,584.75
2) Utility pot holing		\$726.01
3) Pump suction and discharge alignment modifications		\$26,324.18
4) Overflow revised detail G on Sheet 22		\$3,594.22
5) Pot holing wrong location 16" tie-in		\$1,600.83
6) Stud wall and sound board credit	(\$6,041.86)	
7) Install 120V circuit – new generator		\$2,335.22
8) Install concrete pull boxes		\$4,281.24
9) Restaking credit	(\$460.00)	
10) ADA Ramp		\$2,054.48
11) Additional paving		\$17,350.58
12) Fire Ex. & signs		\$543.44
13) Waterline to PRV		\$2,484.51
14) Epoxy Floor credit	(\$11,534.79)	
15) SCADA - Antenna/cable credit	(\$1,220.00)	
16) Fuel for generator		\$2,651.31
17) Floor coating		\$13,384.79

JUSTIFICATION:

The above listed line items are additions and deletions to the contract and total cost of the Lily Hill Water Booster Station that occurred during construction resulting in a net increase of \$64,658.91 to the project. Each item was reviewed by the Engineer of Record and the California State Water Resources Control Board for approval to be funded by the project contingency.

Original Contract Price	\$2,086,775.00
Previous Change Order(s) Amount	\$32,519.75
Original Contract Price plus previous Change Orders	\$2,119,294.75
Contract Price Due This Change Order	\$64,658.91
New Contract Price	\$2,183,953.66

CHANGE IN CONTRACT TIME

Contract Time will be (Increased)	Adjusted Date for Completion of all Work	Calendar Days
198	3/1/2024	633

APPROVALS REQUIRED

Requested by:  Date: 2/8/24
Signature (Project Manager)

Contractor Acceptance: Kevin E Huculak Date: _____
Digitally signed by Kevin E Huculak
DN: cn=Kevin E Huculak, o=Cora
Constructors, ou,
email=kevin@coraconstructors.com, c=US
Date: 2024.02.08 14:37:52 -0800
Signature (Contractor)

Approved by: _____ Date: 02/13/24
Signature (City Manager) **CC meeting**

CHANGE ORDER



City of Needles, California

Request for City Council Action

☒ CITY COUNCIL ☐ NPUA

☒ Regular ☐ Special

Meeting Date: February 13, 2024

Title: Accept Change Order #3 to the Public Works Agreement with Cora Constructors, Inc. for the Lily Hill Water Booster Pump Station project.

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Therefore, Change Order #3 reflects items already approved by the SWRCB increasing the contract with Cora by \$64,658.91 for a new total contract amount of \$2,183,953.66.

Fiscal Impact: The City received Grant Amendment #3 to the original Grant Agreement with the California State Water Resources Control Board in the amount of \$14,315,640.00 for water system improvements. The Lily Hill Water Booster Station is identified as Phase 1 of the total project in the amount of \$2,086,775 with a \$240,000 allowable contingency.

Change Order #3 for a total of \$64,658.91 is reimbursable from the contingency funds and results in a new total contract amount of \$2,183,953.66.

Recommended Action: Accept Change Order #3 to the Public Works Agreement with Cora Constructors, Inc. for the Lily Hill Water Booster Pump Station project resulting in an increase to the contract in the amount of \$64,658.91 for a new total contract amount of \$2,183,953.66; and authorize staff to execute said Change Order.

Submitted By: Kathy Raasch, Project Manager

City Manager Approval: _____ **Date:** _____

Other Department Approval (when required): _____ **Date:** _____

Approved: ☐

Not Approved: ☐

Tabled: ☐

Other: ☐

Agenda Item: _____



City of Needles, California Request for City Council Action

☒ CITY COUNCIL ☐ NPUA

☒ Regular ☐ Special

Meeting Date: February 13, 2024

Title: Award the 2024 Edible Food Recovery Grant

Background: In September 2016, Governor Brown signed into law SB 1383 which establishes targets to achieve a 75 percent reduction in the level of the statewide disposal of organic waste by 2025. Food recovery means collecting edible food that would otherwise go to waste and redistributing it to feed people in need. This is the highest and best use for food that would otherwise go to waste. Feeding hungry people through food recovery is the best use for surplus food and a vital way for California to conserve resources and reduce waste thrown in landfills. SB 1383 requires certain food businesses to donate the maximum amount of edible food they would otherwise dispose, to food recovery organizations. While the City of Needles has an organic disposal program waiver, staff efforts have been on educating and supporting edible food recovery.

The City of Needles has provided a local non-profit edible food recovery past for the past two years. The funding is from the Mojave Desert and Mountain Recycling Authority. Funds are to be used to support the local non-profits expenses associated with edible food recovery.

St. Vincent De Paul has been awarded the 2022 and 2023 edible food grant. For 2024 staff released an edible food recovery program proposal application to St. Vincent De Paul, Set Free and Firehouse Ministries. Each local non-profit submitted the attached proposal.

Provide staff recommendation on awarding the 2024 Edible Food Recovery Grant. The awarded non-profit(s) will be required to report annual tonnage of edible food recovered in the community. Staff will utilize the reporting for annual compliance with CalRecycle.

At the January 23, 2024 City Council Meeting the council took the following actions:

- Longbrake voted against dividing the funds equally among the three entities
- Longbrake voted against \$2k to firehouse; \$2k to St. Paul and \$1k to Set Free.
- Pogue voted against splitting the funds between St. Paul and Firehouse.

The item was continued to February 13, 2024, due to not reaching a consensus on the matter.

Fiscal Impact: Funds will be provided by Mojave Desert and Mountain Recycling Authority and distributed by the City of Needles in February 2024.

Environmental Impact: Program will support edible food recovery and reduce waste being sent to the landfill.

Recommended Action: Award the 2024 Edible Food Recovery Grant

Submitted By: Rainie Torrance, Utility Manager

City Manager Approval: Patrick J. Martinez

Date: 2/6/2024

Other Department Approval (when required): Barbara DiLeo

Date: 02/07/24

Approved: ☐

Not Approved: ☐

Tabled: ☐

Other: ☐

Agenda Item: _____

Item 11.



Edible Food Recovery Proposal

2024

Organization: Set Free Church of Needles

Address: 404 F Street Needles California 92363

Non-Profit Number: 46-0892663

Edible Food Recovery Proposed Project Scope:

Here at Set Free Church of Needles we are a non-denominational based church. We operate on many different levels. We are a non-profit, religious church organization which also offers a full-time residential discipleship program for men and women who are recovering from drug/alcohol addiction, homelessness and/or hopelessness, as well as a safe house for women and women with children.

We provide those in need with food, clothing, and shelter. Our goal being, ultimately, to equip them with the skills and tools necessary to return to the community as functioning members of society. We also serve as a food bank/resource for the community of Needles and the surrounding Tri-State area, wherein we provide three meals a day seven days a week, food bags/boxes and supplies to needy families.

Set Free Church proposes to utilize the food grant money in many ways. This food grant will help Set Free support our ongoing and increased food recovery. The need for food has increased significantly within our community, this grant will help us continue to help those hungry and in need.

Proposed Edible Food Generators which will support the project scope:

As of now, here at Set Free we do receive edible items from a few different places. We receive a weekly bread donation from Arizona Bread Ministry in Fort Mohave Arizona. There are two other places we randomly receive food donations from if there is food available to be donated. Those two places are Harvest Bible Church in Mohave Valley AZ, and Yucca Food Bank in Yucca Arizona.

Set Free will be reaching out to every local edible food generator near our church. The list of establishments we will be reaching out to is as follows:

Hampton Inn
Wagon Wheel
Panda Garden
Munchies
Carl's Jr
Jack n the Box
Domino's Pizza
Route 66 Pizza
River City Pizza
Mc Donalds
Subway
Dairy Queen



Edible Food Recovery Proposal

2024

Proposed record keeping of edible food recovered:

The Set Free administration staff along with the food ministry staff will keep a monthly recovery log of all food recovered from each Food Generator establishment. This process will allow Set Free to have an accurate account of all food received by quantity by each establishment at the end of the year for review. This log will include the giving establishment and their location (CA, AZ), the type of food given (produce, bread, prepared meals, packaged food, and miscellaneous food items) along with the quantity of food given separated by food items received, pounds received, boxes received, and the content of the boxes.

Proposed use of funds:

Set Free will utilized the grant fund given to go towards everything involved in our food collection process. Our food collection process includes vehicle maintenance, vehicle trailer maintenance, fuel for traveling to collect the food donations, supplies such as gloves for loading and unloading food, straps for securing food items, maintenance and upkeep on our food storage refrigerators and in our chow hall where we store and serve food, and also towards our electric bill.


Authorized Signature


Printed Name

Date



Edible Food Recovery Proposal

2024

Organization: St. Vincent's de Paul Thrift Store / Food Bank. _____

Address _839 Front St. Needles, CA. 92363 _____

Non-Profit Number _33-0627839 _____

Edible Food Recovery Proposed Project Scope:

Pick up Food Safely, Storage of Food Safely, and Distribution of Food Safely to the residents of Needles and the Tri-State Area.

Proposed Edible Food Generators which will support the project scope:

- Bullhead City, "Wal-Mart"
- Little Caesars Pizza
- "St. Mary's Food Bank" Network System
- Fire House Ministry
- Community Action Partnership of San Bernardino County Food Bank

Proposed record keeping of edible food recovered:

By Category and Weight, example: Bakery 25 lbs - Produce 45 lbs - Dairy 25 lbs
Meat 35 lbs - Deli 15 lbs.

Proposed use of funds:

- Utilities and Maintenance for Large Walk-in-Cooler, Large Walk-in-Freezer, and Distribution Facility.
- Maintenance of Two Work Trucks.

George DeLeon
Authorized Signature

George DeLeon _____
Printed Name

__January 10, 2024__



Edible Food Recovery Proposal

2024

Organization: Firehouse Ministries

Address: 809 Bush St.

Non-Profit Number: 82-3081269

Edible Food Recovery Proposed Project Scope:

To Recover, categorize, storage, and distribution of reclaimed groceries with of monthly goal of 10,000 lbs.

Proposed Edible Food Generators which will support the project scope:

The following corporations support the project scope: Walmart, Smiths, Safeway, Dollar General, Starbucks.

Proposed record keeping of edible food recovered:

Edible foods are inventoried by pound upon receipt and recorded in the St. Mary's data system weekly/monthly.

Proposed use of funds:

Funds received will be used to transport recovered groceries to storage and distribution location. Costs to include truck maintenance, fuel, and license. Utility cost associated for storage facilities; walk-in refrigerators and freezers.

Pastor James Jones

Authorized Signature

Pastor James Jones

Printed Name

January 14, 2024

Date



CITY OF NEEDLES, CALIFORNIA STAFF REPORT

MEETING TYPE: Regular

MEETING DATE: February 13, 2024

TITLE: Resolution 2024-10 Naming the New Walking Trail at Jack to the Marilyn Hohstadt Mathews Trail

BACKGROUND: On June 28, 2022, City Council adopted Resolution No. 2022-52 which established a Policy for naming City-owned land, buildings and facilities. Mayor Janet Jernigan requested naming the new Jack Smith Walking Trail after Marilyn Hohstadt Mathews on January 9, 2024. Marilyn Hohstadt Mathews was an educator for 40 years. Mrs. Mathews has been a big advocate for nature (including planting), walking and trails in the Needles community. The criteria for naming will include the following:

1. The person or organization has a longstanding affiliation with the City
2. The name provides a sense of place, reflecting the geographic location, community, neighborhood, or street where the park, facility or amenity is located
3. The name recognizes the historical significance of the area or reflects unique characteristics of the site
4. The names of persons, organizations, corporations, foundations or families will be considered when they have made a significant contribution to the City by:
 - (a) Enhancing the quality of life and well-being of the City
 - (b) Contributing to the historical or cultural preservation of the City
 - (c) Contributing toward the acquisition, development or conveyance of land or building
 - (d) Making exemplary or meritorious contributions to the City
 - (e) If named in memorial, the individual must be deceased at least one (1) year and/or have made a significant contribution to the community in terms of improvement of quality of life.

On January 23, 2024 City Council directed staff to prepare the formal resolution to officially name the walking trail at Jack Smith Park to the Marilyn Hohstadt Mathews Trail.

FISCAL IMPACT: Cost of signage and staff time to install approximately \$300

**ENVIRONMENTAL
IMPACT:** None

**RECOMMENDED
ACTION:** Adopt Resolution 2024-10 Naming the New Walking Trail at Jack to the Marilyn Hohstadt Mathews Trail

SUBMITTED BY: Janet Jernigan, Mayor

City Manager Approval: Patrick J. Martinez Date: 2/6/2024

Other Department Approval (when required): Barbara DiLeo Date: 02/07/24

RESOLUTION NO. 2024-10

A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF NEEDLES, CALIFORNIA, NAMING THE
NEW WALKING TRAIL AT JACK SMITH PARK THE
MARILYN HOHSTADT MATHEWS WALKING TRAIL

WHEREAS, Marilyn Hohstadt Mathews has been actively involved in the city for many years back to her teaching days with the Needles Unified School District having served as an educator for over 40 years.; and

WHEREAS, Marilyn has a passion for nature including walking, walking trails, the Colorado River and other outdoor activities and on most days can be seen taking her own daily walk; and

WHEREAS, Marilyn has advocated for several years for a walking trail along the Colorado River and the City is in the process of developing such a trail at Jack Smith Park; and

WHEREAS, the City Council adopted Resolution No. 2022-52 establishing a policy for naming of City-owned land, buildings and facilities; and

WHEREAS, Marilyn's contributions to the community qualify her for having the walking trail named in her honor and the City Council believes it is befitting to name this new walking trail the Marilyn Hohstadt Mathews Walking Trail.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Needles, California, hereby names the new walking trail at Jack Smith Park as the Marilyn Hohstadt Mathews Walking Trail.

PASSED, APPROVED AND ADOPTED at a regular meeting of the City Council of the City of Needles, California, held on the 13th day of February, 2024, by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Mayor

(SEAL)

ATTEST: _____

City Clerk

APPROVED AS TO FORM:

City Attorney



City of Needles, California Request for City Council Action

☒ CITY COUNCIL ☐ NPUA

☒ Regular ☐ Special

Meeting Date: February 13, 2024

Title: League of California Cities (LCC) City Leaders Summit

Background: The League of California Cities (LCC) City Leaders Summit is in Sacramento April 17-19, 2024. Councilmembers Campbell and McCorkle have previously attended. Councilmembers Pogue and Campbell have expressed an interest in attending.

Critical Timeline: Registration Deadline is March 27, 2024. Discounted hotel rate cut-off is March 26, however, rooms at this rate are limited and book up very quickly.

Fiscal Impact: Registration cost for the full conference is \$650
Hotel accommodation is approximately \$800 for three nights plus travel expenses (flight, per diem, mileage - \$650). Estimated cost per councilmember is approximately \$2,100. General Fund travel per diem account 2023-2024 budget.

Recommendation: Authorize those interested to attend the League of California Cities (LCC) City Leaders Summit in Sacramento April 17-19, 2024.

Submitted By: Candace Clark, Assistant City Clerk

City Manager Approval: Patrick J. Martinez **Date:** 2/6/2024

Other Department Approval (when required): Barbara DeLeo **Date:** 02/07/24

Approved: ☐

Not Approved: ☐

Tabled: ☐

Other: ☐

Agenda Item: _____



City of Needles, California Request for City Council Action

☒ CITY COUNCIL ☐ NPUA

☒ Regular ☐ Special

Meeting Date: February 13, 2024

Title: City County Conference 2024

Background: The annual City / County Conference is scheduled for May 16-17, 2024, at the Lake Arrowhead Resort.

The conference is a good opportunity to network with other cities and various county representatives.

Mayor Jernigan and Councilmember Campbell have previously attended. Mayor Jernigan is attending as the Needles City Council Representative for SBCTA. Councilmembers Pogue and Campbell have expressed an interest in attending.

Critical Timeline: This is a very popular event and is sold out quickly.

Fiscal Impact: Cost for the full conference is \$260
Hotel accommodation \$240 for one night
Travel expenses (mileage and per diem) approximately \$370
General Fund travel per diem account 2023-2024 budget.

Recommendation: Authorize those interested to attend the 2024 City / County Conference on May 16-17, 2024, in Lake Arrowhead

Submitted By: Candace Clark, Assistant City Clerk

City Manager Approval: Patrick J. Martinez **Date:** 2/6/2024

Other Department Approval (when required): Barbara DiLeo **Date:** 02/07/24

Approved: ☐

Not Approved: ☐

Tabled: ☐

Other: ☐

Agenda Item: _____



City of Needles, California Request for City Council Action

☒ CITY COUNCIL ☐ NPUA

☒ Regular ☐ Special

Meeting Date: February 13, 2024

Title: Innovating Commerce Serving Communities (ICSC)

Background: The ICSC Event is at the Las Vegas Convention Center May 19-21, 2024. We will have a booth to display information about our city and to meet with potential businesses interested in what our city has to offer. Council Members Campbell, McCorkle, Longbrake, Vice Mayor Merritt, and Mayor Jernigan previously attended. Council Members Pogue and Campbell have expressed an interest in attending.

Critical Timeline: Registration Deadline is February 19, 2024

Fiscal Impact: Estimated cost for the full conference is \$850 per councilmember. Hotel accommodation approximately \$600 for two nights plus travel expenses. Estimated cost per councilmember is approximately \$1,750. General Fund travel per diem account 2023-2024 budget.

Recommendation: Authorize those interested to attend the ICSC Event at the Las Vegas Convention Center on May 19-21, 2024

Submitted By: Candace Clark, Assistant City Clerk

City Manager Approval: Patrick J. Martinez **Date:** 2/6/2024

Other Department Approval (when required): Barbara DiLeo **Date:** 02/07/24

Approved: ☐

Not Approved: ☐

Tabled: ☐

Other: ☐

Agenda Item: _____



City of Needles, California Request for City Council Action

☒ CITY COUNCIL ☐ NPUA

☒ Regular ☐ Special

Meeting Date: February 13, 2024

Title: Inland Empire Tourism: The Regional Summit 2024

Background: Inland Empire Tourism is hosting a regional summit in Riverside at the Marriott Riverside Convention Center, 3400 Market Street on Thursday, April 18 from 9am-5:30pm. Mayor Jernigan and Councilmember Campbell previously attended. Mayor Jernigan received an invite and is already registered.

Fiscal Impact: Event Registration cost \$25. Deadline for the Early Bird price is March 1, 2024. Hotel cost is approximately \$330. Travel Cost (Mileage) is \$282.

Recommendation: Approve those interested in attending the Inland Empire Tourism Regional Summit in Riverside at the Marriott Riverside Convention Center, 3400 Market Street on Thursday, April 18 from 9am-5:30pm.

Submitted By: Candace Clark, Assistant City Clerk

City Management Review: Patrick J Martinez **Date:** 2/7/2024

Approved: ☐

Not Approved: ☐

Tabled: ☐

Other: ☐

Agenda Item: _____



City of Needles, California Request for City Council Action

☒ CITY COUNCIL ☐ NPUA

☒ Regular ☐ Special

Meeting Date: February 13, 2024

Title: Consider cancelling the second regular City Council / NPUA / HACN meetings in June, July, and August 2024

Background: In years past the City Council has cancelled the second meeting of the month in July, August, and September, allowing for vacations and an opportunity to catch up. Staff is requesting Council consideration to cancel the June 25, July 23, and August 27 2024 regular City Council / NPUA / HACN meetings to accommodate Mayor, City Council Members and staff vacations.

If urgency matters arise, the City Council / NPUA / HACN may hold their regular meeting or call a special meeting to conduct business.

Fiscal Impact: None

Recommendation: I MOVE to cancel the June 25, July 23, and August 27 2024 regular City Council / NPUA / HACN meetings

Submitted By: Candace Clark, Assistant City Clerk

City Management Review: Patrick J Martinez **Date:** 2/6/2024

Approved: ☐

Not Approved: ☐

Tabled: ☐

Other: ☐

Agenda Item: _____



CITY OF NEEDLES, CALIFORNIA STAFF REPORT

MEETING TYPE: Regular

MEETING DATE: February 13, 2024

TITLE: Authorize repairs to the Needles Aquatic Center not to exceed \$5,933 to be funded by General Fund Reserves

BACKGROUND: In July 2023 staff conducted an Aquatic Center audit of the Needles Aquatic swimming pools, water features, systems, and equipment. The report provided a summary of existing conditions, code violations, deficiencies, and proposed improvements for the rehabilitation of the Needles Aquatic Center. The report provided a cost estimate based on the recommendations of approximately \$5 million. City Councils recommended action directed staff to utilize the audit report to determine potential funding opportunities.

The Governor's Office of Planning and Research (OPR) released round 1 of funding through the Extreme Heat and Community Resilience Program.

The Extreme Heat and Community Resilience Program will fund planning and implementation projects to reduce the impacts of extreme heat and build community resilience. The Program will build frameworks for change and invest in local, regional, and tribal projects that strengthen communities that are vulnerable to heat.

Staff have reviewed the notice of funding opportunity released and participated in several workshops to determine that the Needles Aquatic Center rehabilitation project meets the requirements of a large implementation grant. Large implementation grant awards can range from \$500,000 up to \$4 million. OPR anticipates that \$20 Million will be available for competitive awards in Round 1. No match is required for this grant opportunity.

Staff are utilizing the Aquatic Center audit to begin drafting the application. The City is submitting for technical assistance from OPR to draft the application. The full application is due by April 23, 2024, and award notice is anticipated for late 2024.

The Needles Aquatic Center was drained in early October to evaluate the current condition and make necessary repairs. Several repairs have been made during the off-season at the site including maintenance to the slide and slide pool, equipment repairs, light fixture replacement, and swimming features repaired.

Staff have completed a thorough assessment and determined the following repairs are scheduled for the week of February 12th to get the pool operational for the upcoming season.

- Main pool – sand, paint, patch, and tile replacement - \$4,700
- Slide – epoxy cover - \$750
- Deck repairs - \$200
- Contingency 5% - \$283

FISCAL IMPACT: The proposed budget for repairs of \$5,933 is to be funded by general fund reserves

ENVIRONMENTAL IMPACT: None

RECOMMENDED ACTION: Authorize repairs to the Needles Aquatic Center not to exceed \$5,933 to be funded by General Fund Reserves

SUBMITTED BY: Janet Jernigan, Mayor

City Manager Approval: Patrick J Martinez Date: 2/7/2024

Other Department Approval (when required): Barbara DiLeo Date: 02/07/24



MEMORANDUM

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: PATRICK J. MARTINEZ, CITY MANAGER

SUBJECT: WEEKLY MEMORANDUM

DATE: January 26, 2024

1. Earlier this year, Rite Aid, grappling with financial challenges due to the oversupply of prescription opioids, declared bankruptcy and announced the closure of numerous stores, with over 157 closures slated for California. Unfortunately, the City of Needles received disheartening news this week that its sole pharmacy, Rite-Aid, will close its doors on **February 5, 2024**, as part of the bankruptcy and restructuring process. Rite Aid has engaged a third-party company to manage the transition of prescriptions, ensuring continuity for existing customers. Current customers will receive notifications within the week.

Recognizing the significance of accessible healthcare, City staff is actively collaborating with various agencies to identify nearby establishments accepting Medicaid/Medi-Cal, ensuring that Needles residents can consistently access their pharmaceutical needs. Understanding the impact on the community, City Staff has diligently worked with the following entities to formulate a comprehensive solution:

- Rite Aid Pharmacy Staff
- Colorado River Medical Center
- Billet Health
- Needles Unified School District
- Inland Empire Health Plan (IEHP)
- Supervisor Dawn Rowe's Office
- SB County Dept. Public Health
- SB County Dept. Behavioral Health
- Arrowhead Regional Medical Center
- State Senator Steve Padilla's Office
- CA Dept. Health Care Services
- Ca Dept. Managed Health Care

City Staff will use the Needles website and the Needles Connect app, which can be downloaded on Android and Apple products, to keep the community informed.

2. City Staff has thoughtfully curated an extensive community events calendar to keep residents well-informed about Needles's diverse array of happenings. Here are a few notable upcoming events:

- February 1, 2024: Tristate Community HealthCare Center Food Drive at 820 W Broadway Street.
- February 10, 2024: Amore Spaghetti Dinner Fundraiser at the Women's Club 305 W. Broadway.
- March 20, 2024: San Bernardino County Resources Fair at the El Garces, 950 Front Street.
- April 5-6, 2024: 45th Annual Rodeo at Needles Rodeo Grounds, 1001 San Clemente Street.
- May 15, 2024: Run for the Wall at Santa Fe Park, 950 Front Street.

The city invites all organizations to collaborate with the City Clerk's Office to add or modify events on the community calendar. For contributions and updates, kindly contact Candace Clark at cclark@cityofneedles.com (refer to the latest version of the events calendar dated 1/24/2024 to ensure accuracy and completeness). Your active participation contributes to the vitality of our community experiences.

3. Hardware Express proudly announces its designation as a UPS-authorized service provider. Residents of our community can now return their Amazon items or arrange shipments by visiting their location at 419 W. Broadway Street (refer to the attached schedule of operations).
4. Exciting developments are underway at Bob Belt's Beach Park, formerly known as First and Second Beach. The City has successfully secured a \$2,179,702 Clean California Grant for constructing this new park along the picturesque Colorado River, directly opposite the Rivers Edge Golf Course. Take a glimpse at the ongoing progress in the attached image, showcasing concrete pouring for the upcoming walking trails. Anticipate a revitalized space along the riverfront for the community to enjoy.
5. City Staff is delighted to present the newest addition to the Electric Department Fleet—the state-of-the-art Terex TC55 Optima 2023 Freightliner bucket truck. This significant upgrade replaces the 1995 International 55-foot bucket truck, which retired due to non-compliance with the rigorous regulations established by the California Air Resources Board (CARB). Introducing the Terex TC55 guarantees adherence to environmental standards and underscores our commitment to contemporary, eco-friendly, and highly efficient utility operations. Please refer to the attached photo for a glimpse of our latest addition and the Electric crew.
6. The San Bernardino Sheriff's Department led the 2024 Point in Time Count of sheltered and unsheltered individuals and families in collaboration with the County of San Bernardino. Twelve individuals were counted, with a majority indicating they were passing through.
7. In 2018, the City enhanced its street cleaning capabilities by replacing the 2005 street sweeper with the technologically advanced 2018 Schwarze A7 Tornado Street Sweeper. The corresponding schedule is accessible on the City's website and included in the attached document.

2. COMMUNITY CALENDAR

January 2024

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	1	2 BOARD OF PUBLIC UTILITIES - CANCELLED	3 <u>PLANNING COMMISSION</u>	4 TRI STATE COMMUNITY HEALTH CENTER FOOD DRIVE	5 ROV BALLOT MOBILE 10AM	6
7	8	9 <u>CITY COUNCIL</u>	10	11	12	13 BLUES GOLF TOURNAMENT
14	15 <u>PARKS & RECREATION</u>	16 BOARD OF PUBLIC UTILITIES Womens Club 305 W Broadway Program Meeting 12pm	17	18 TRI STATE COMMUNITY HEALTH CENTER FOOD DRIVE	19 SBCTA MOUNT / DESERT CANCELLED	20 MONTHLY GOLF CLINIC BY JJ 10AM
21	22 MDAQMD CITY HALL CM MCCORKLE	23 <u>CITY COUNCIL</u>	24 HOUSING COMMISSION BLOOD DRIVE 8AM - 1PM NHS GYM	25	26	27
28	29	30	31			

February 2024

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
				1 TRI STATE COMMUNITY HEALTH CENTER FOOD DRIVE	2	3
4	5	6 BOARD OF PUBLIC UTILITIES Womens Club 305 W Broadway Business Meeting 12pm	7 SBCTA BOARD OF DIRECTORS - SAN BERNARDINO - MAYOR JERNIGAN PLANNING COMM.	8	9	10 Amore Spaghetti Dinner \$10.00 Salad, pasta, bread, dessert 11am - 2pm Womens Club 305 W Broadway
11	12	13 St. John's Annual Pancake Dinner Pancake Dinner EPISCOPAL CHURCH 2020 J STREET, NEEDLES FAT TUESDAY PANCAKE DINNER 4PM CITY COUNCIL - 6PM <i>Celebrate "Fat Tuesday" with us!</i>	14	15 TRI STATE COMMUNITY HEALTH CENTER FOOD DRIVE	16 SBCTA MOUNT / DESERT ZOOM CITY HALL	17 WILSON INVITE GOLF TOURNAMENT Call Rivers Edge Golf Course to sign up or email JJ Dufrenoy @ jrdufrenoy@riversedge.com (760) 324-3931
18	19 <u>PARKS & RECREATION</u>	20 BOARD OF PUBLIC UTILITIES Womens Club 305 W Broadway Program Meeting 12pm	21	22	23	24 LUCKY GREENS GOLF OUTING BY NEEDLES CHAMBER FEBRUARY 24TH, 2024 3-PERSON SCRAMBLE REGISTRATION \$100.00 LUNCH & COMPLETION PRIZES & GOLF BAGS Check in 9:00 Event begins 9:00 AM NEEDLES CHAMBER OF COMMERCE
25	26 MDAQMD - CITY HALL - CM MCCORKLE	27 <u>CITY COUNCIL</u>	28 <u>HOUSING COMMISSION</u>	29		

March 2024

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
					1	2
3	4	5 BOARD OF PUBLIC UTILITIES Womens Club 305 W Broadway Business Meeting 12pm	6 SBCTA BOARD OF DIRECTORS - SAN BERNARDINO - MAYOR JERNIGAN PLANNING COMM.	7 TRI STATE COMMUNITY HEALTH CENTER FOOD DRIVE	8	9  NEEDLES EAGLES AUCTION DINNER & POKER RUN 729 FRONT ST
10	11	12 <u>CITY COUNCIL</u>	13	14	15 SBCTA MOUNT / DESERT ZOOM CITY HALL RT 66 GIRLS SOFTBALL TOURNAMENT - 15 TEAMS	16 RT 66 GIRLS SOFTBALL TNMT Soup and Salad Luncheon \$10.00 soup, salad, dessert 11:00 am - 2:00 pm Womens Club 305 W Broadway
17	18 <u>PARKS & RECREATION</u>	19 BOARD OF PUBLIC UTILITIES Womens Club 305 W Broadway Program Meeting 12pm	20 SB COUNTY RESOURCE FAIR EL GARCES	21 TRI STATE COMMUNITY HEALTH CENTER FOOD DRIVE NUSD DISTRICT WIDE MUSIC FESTIVAL	22 ART IN THE PARK EL GARCES SANTA FE PARK	23 CRAFT FAIR & TOUR OF EL GARCES SANTA FE PARK
24	25 MDAQMD - CITY HALL - CM MCCORKLE	26 <u>CITY COUNCIL</u>	27 <u>HOUSING COMMISSION</u>	28	29	30 TRI STATE EASTER EGG HUNT SANTA FE PARK

April 2024

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	1	2 BOARD OF PUBLIC UTILITIES Womens Club 305 W Broadway Business Meeting 12pm	3 SBCTA BOARD OF DIRECTORS - SAN BERNARDINO - MAYOR JERNIGAN PLANNING COMM.	4 TRI STATE COMMUNITY HEALTH CENTER FOOD DRIVE	5 45TH ANNUAL RODEO, BARBECUE & DANCE	6
7	8	9 <u>CITY COUNCIL</u>	10	11	12	13 Annual Flower Show 8am - 12pm Womens Club 305 W Broadway
14	15 <u>PARKS & RECREATION</u>	16 BOARD OF PUBLIC UTILITIES Womens Club 305 W Broadway Program Meeting 12pm	17	18 TRI STATE COMMUNITY HEALTH CENTER FOOD DRIVE	19	A 20
21	22 MDAQMD - CITY HALL - CM MCCORKLE	23 <u>CITY COUNCIL</u>	24 HOUSING COMMISSION	25	26	27
28	29	30				

May 2024

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
			1 SBCTA BOARD OF DIRECTORS - SAN BERNARDINO - MAYOR JERNIGAN PLANNING COMM.	2 TRI STATE COMMUNITY HEALTH CENTER FOOD DRIVE	3	4
5	6	7 BOARD OF PUBLIC UTILITIES Womens Club 305 W Broadway Business Meeting 12pm	8	9	10	11
12	13	14 CITY COUNCIL	15 RUN FOR THE WALL EL GARCES SANTA FE PARK	16 TRI STATE COMMUNITY HEALTH CENTER FOOD DRIVE	17	18
19	20 PARKS & RECREATION	21 BOARD OF PUBLIC UTILITIES Womens Club 305 W Broadway Program Meeting 12pm	22 HOUSING COMMISSION	23	24	25
26	27 MDAQMD - CITY HALL - CM MCCORKLE	28 CITY COUNCIL	29	30	31	

3. HARDWARE EXPRESS



Locations Near: 817 3rd St, Needles, CA 92363, United States

Location

Distance*

1

UPS Authorized Service Providers
HARDWARE EXPRESS
419 W BROADWAY ST, NEEDLES, CA, 92363-2939

0.1 mi

Operating Hours

	Open	Break	Close
Mon	06:00	--	17:00
Tue	06:00	--	17:00
Wed	06:00	--	17:00
Thu	06:00	--	17:00
Fri	06:00	--	17:00
Sat	07:00	--	16:00
Sun	Closed	--	--

Latest Drop off Times

	Ground	Air
Mon - Fri	16:00	16:00
Sat	--	--
Sun	--	--

*Driving distances are approximate.
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4. BOB BELT'S BEACH PARK

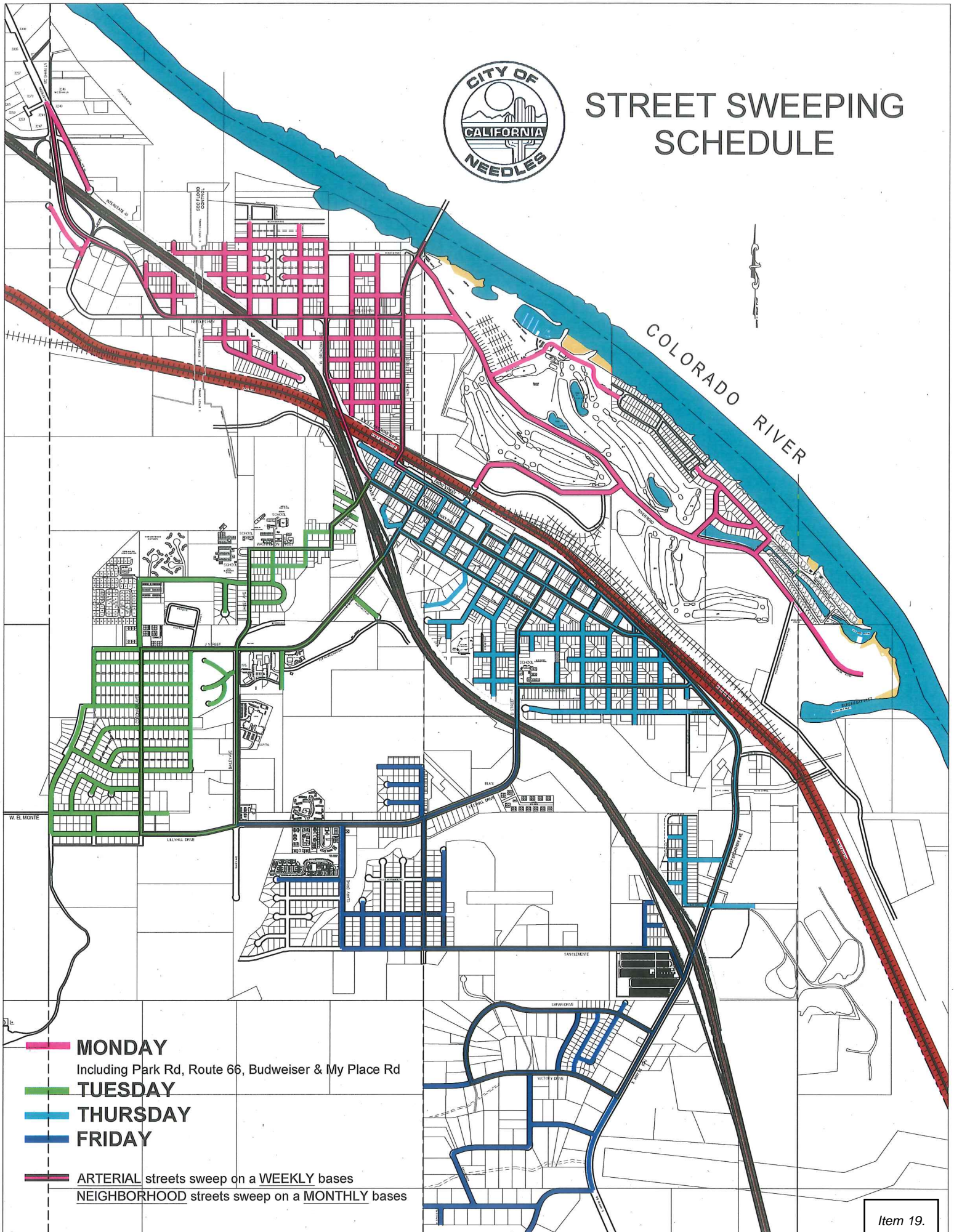


5. NEW ADDITION TO THE ELECTRIC DEPT. FLEET





STREET SWEEPING SCHEDULE



- MONDAY**
Including Park Rd, Route 66, Budweiser & My Place Rd
- TUESDAY**
- THURSDAY**
- FRIDAY**
- ARTERIAL** streets sweep on a **WEEKLY** bases
- NEIGHBORHOOD** streets sweep on a **MONTHLY** bases



City of Needles
817 Third Street, Needles, California 92363
(760) 326-2113 • FAX (760) 326-6765
www.cityofneedles.com

Mayor, Janet Jernigan
Vice Mayor Kirsten Merritt
Councilmember Tona Belt
Councilmember Ellen Campbell
Councilmember Jamie McCorkle
Councilmember JoAnne Pogue
Councilmember Henry Longbrake

City Manager Patrick J. Martinez

MEMORANDUM

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: PATRICK J. MARTINEZ, CITY MANAGER

SUBJECT: WEEKLY MEMORANDUM

DATE: February 2, 2024

1. On Tuesday January 30, 2024, the City Council the City Council took decisive action by formally adopting Resolution No. 2024-7, thereby officially declaring a Local Emergency in response to the closure of the sole California pharmacy in Needles. This resolution empowers the City Manager to actively pursue essential goods, services, and mutual aid from neighboring local agencies, as well as the County of San Bernardino and the State of California. This strategic initiative is designed to ensure the swift acquisition of ample resources to address the immediate emergency, facilitating the procurement of aid and services. This guarantees that residents of Needles maintain uninterrupted access to critical medications and essential goods and services. Refer to attached emergency declaration.
2. Today, City Staff issued a press release regarding the Rite Aid Pharmacy Closure Update #1. In response to the Rite Aid Pharmacy closure, effective February 5, 2024, all prescriptions will be seamlessly transferred to CVS Fort Mohave, located at 4744 S. Highway 95, AZ 86426. Contact CVS Fort Mohave directly at (928) 763-6822 for inquiries. Alternative pharmacies include CVS 24-hour in Bullhead City, Safeway, and Riverside Pharmacy. Ensure availability and operating hours by calling ahead. As of 2/2/2024, Medi-Cal enrollment is confirmed for Safeway, CVS, and Riverside Pharmacy. Dial-a-Ride (DAR) Medical Transport and DAR Shopper Shuttle are available with reservation and prepayment for transportation options from Needles to Arizona pharmacies. Details and reservations can be made by calling the Senior Center at (760) 326-4789—additional resources, including Medi-Cal Rx, IEHP Dual Choice, and IEHP Covered, are outlined in the press release. For further updates, download the Needles Connect app or visit www.cityofneedles.com. Please refer to the attached document for more details.

3. The City of Needles is delighted to introduce Chanler Hartwick as the newest Recreation Coordinator within our Parks & Recreation Services Department. In her capacity, Ms. Hartwick will collaborate with the city's Recreation Services Manager to expertly plan, facilitate, instruct, and oversee a diverse range of recreation activities, including arts and crafts, games, team sports, and informal gatherings at various locations, such as parks, playgrounds, and the recreation center.
4. Today, City Staff participated in the severe weather briefing at the San Bernardino County Office of Emergency Services (OES). Anticipating a second storm front from Monday to Friday, with peak intensity on Tuesday and Wednesday, City Staff urged OES to oversee flood monitoring, especially along Needles Highway. Rigorous preparations for potential flooding are underway, and our electric crew is primed to address any storm-induced power outages. On Monday, City Staff will compile a roster of standby employees ready to respond in an emergency. The San Bernardino County Emergency Operations Center (EOC) is on standby, poised for activation in the event of damages. The City's proactive measures ensure a swift and coordinated response to any challenges the impending storm poses.
5. On January 20, 2024, City Staff actively engaged in the Colorado River Medical Center (CRMC) Community Health Needs Assessment, contributing to improving community health. Through this involvement, City Staff gained valuable insights into the community's health challenges, empowering CRMC to align services and resources more effectively to cater to the needs of the Needles population. Additionally, City Staff played a pivotal role in identifying and addressing these crucial health needs during the assessment process.

1. EMERGENCY DECLARATION

Item 1.

EMERGENCY RESOLUTION 2024-7

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEEDLES, CALIFORNIA DECLARING A LOCAL EMERGENCY THREATENING PUBLIC HEALTH AND WELFARE WITHIN THE NEEDLES COMMUNITY

WHEREAS, the City Manager described in great detail a local emergency that occurred due to the imminent closure of the only California pharmacy within the City of Needles, which the Needles' community relies upon to purchase and obtain critical and sometimes life sustaining medications, goods and services. The closure of the sole existing pharmacy within the City will result in local residents lacking access to a California pharmacy within the City to provide needed and sometimes life sustaining medication, goods and services; and

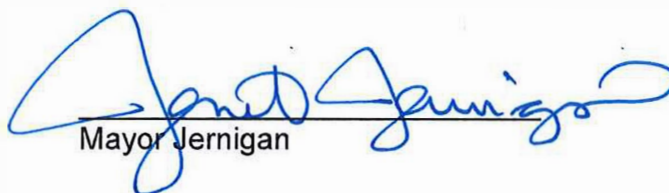
WHEREAS, in light of the emergency situation, there is an immediate threat to the public health, safety and welfare of residents of the City of Needles.

NOW THEREFORE, IT IS RESOLVED AND DECLARED that a local emergency now exists throughout the City of Needles pursuant to the Emergency Services Act, Government Code, § 8558, et. seq.; and

BE IT FURTHER RESOLVED AND DECLARED that the City Manager is authorized to take all actions to protect the interests of the city and protect the health, safety, and welfare of residents as a result of the closure of the sole pharmacy within the City. During the existence of said local emergency, the City Manager is directed and authorized to seek any needed goods, services and mutual aid from surrounding local agencies, as well as the County of San Bernardino and State of California to ensure that the City has access to adequate resources to address the immediate emergency and to procure aid and services to ensure that residents of Needles have access to critical medications and related goods and services.

PASSED, APPROVED, AND ADOPTED at a special meeting of the City Council of the City of Needles, California, held on the 30th day of January 2024, by the following roll call vote:

AYES: Council Members Campbell, Merritt, Pogue and Belt
NOES: None
ABSENT: Council Members Longbrake and McCorkle
ABSTAIN: None


Mayor Vernigan

(Seal)

Attest:


City Clerk

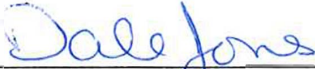
CITY OF NEEDLES

817 Third Street • Needles, California 92363
(760) 326-2113 • FAX (760) 326-6765

Mayor Jan Jernigan
Vice Mayor Kirsten Merritt
Councilmember Tona Belt
Councilmember Ellen Campbell
Councilmember Jamie McCorkle
Councilmember JoAnne Pogue
Councilmember Henry Longbrake
City Manager Patrick Martinez

CERTIFICATION

I, Dale Jones, City Clerk of the City of Needles, California, do hereby certify that the foregoing is a true and correct copy of Resolution No. 2024-7



Dale Jones, CMC
City Clerk

(SEAL)

Date: January 31, 2024



2. PRESS RELEASE

City of Needles

817 Third Street, Needles, California 92363
(760) 326-2113 • FAX (760) 326-6765
www.cityofneedles.com

Mayor Janet Jernigan
Vice Mayor Kirsten Merritt
Councilmember Tona Belt
Councilmember Ellen Campbell
Councilmember Jamie McCorkle
Councilmember JoAnne Pogue
Councilmember Henry Longbrake
City Manager Patrick Martinez

NEWS RELEASE

FOR IMMEDIATE RELEASE
February 2, 2024

Contact: Rainie Torrance
Emergency Response Coordinator
(760) 326-5700 Ext. 140
torrance@cityofneedles.com

Rite Aid Pharmacy Closure Update #1

Needles Community – Last October, Rite Aid faced financial challenges and sought Chapter 11 bankruptcy protection, allowing for a structured evaluation of its operations. This process aimed to streamline its footprint by closing underperforming stores while addressing litigation claims fairly. Unfortunately, the City of Needles has received disheartening news regarding its only pharmacy, Rite Aid, which will cease operations on Tuesday, February 6, 2024, as part of the ongoing bankruptcy and restructuring efforts.

At the close of business on Monday, February 5, 2024, **ALL** Rite Aid pharmacy prescriptions will seamlessly transfer to CVS Fort Mohave, situated at 4744 S. Highway 95, AZ 86426. For any inquiries, please contact CVS Fort Mohave directly at (928) 763-6822. We understand the impact this may have on the community, and we appreciate your understanding during this transition period.

Where can I fill my prescriptions?

CVS

4744 S Highway 95
Fort Mohave, AZ 86426
(928) 763-6822

Medi-Cal Enrolled

Safeway

4823 S Highway 95
Fort Mohave, AZ 86426
(928) 704-4433

Medi-Cal Enrolled

CVS 24-hour

2350 Miracle Mile
Bullhead City, AZ 86442
(928) 758-2212

Medi-Cal Enrolled

Riverside Pharmacy

2410 Highway 95
Bullhead City, AZ 86442
(928) 219-4700

Medi-Cal Enrolled

Be sure to call the pharmacy before going to pick up your prescriptions. The pharmacy will verify over the phone that they have your medication in stock, and your refills are available to be picked up. For residents with specific insurance requirements, Safeway, CVS, and Riverside Pharmacy are confirmed to be enrolled with Medi-Cal. Be sure to verify their operating hours and explore any additional services they may provide.

As more pharmacies get approved, we will furnish you with additional information to further assist you. Thank you for your understanding during this transitional period, and we are committed to keeping you informed about available healthcare options in the community.

What resources are available for transportation from Needles to a pharmacy in Arizona?

Dial-a-Ride (DAR) Medical Transport:

Fare: \$6.00 (round-trip) from Needles Senior Center up to Safeway/CVS/Smiths, Fort Mohave, AZ or \$12.00 (round-trip) up to Laughlin Bridge in Bullhead City, AZ

Days: Tuesday/Thursday

Reservation and prepayment are required no later than 11am the day prior to the scheduled trip and, as seats are limited, all trips are on a first come first served basis.

There are no discounted or free fares on this service, the fare applies to all passengers.

DAR Shopper Shuttle:

Fare: \$9.00 (round-trip) from El Garces (leaves the parking lot at 8:15am) to Walmart, CVS, Smiths, and Safeway in Fort Mohave, AZ

Day: Wednesday

Reservation and prepayment is required no later than 11am the day prior to the scheduled trip and, as seats are limited, all trips are on a first come first served basis.

There are no discounted or free fares on this service, the fare applies to all passengers.

Call the Senior Center at (760) 326-4789 to schedule your reservation for the Medical Transport or Shopper Shuttle.

Additional information can be found on the City of Needles website www.cityofneedles.com.

What resources are available?

Please call Medi-Cal Rx at 1 (800) 977-2273 (TTY 1-800-977-2273) for questions about your Medi-Cal pharmacy benefit. A Medi-Cal Pharmacy can be located on the [Medi-Cal Rx website](#).

- IEHP DualChoice (Medicare/Medi-Cal)
 - 1 (877) 273-IEHP (4347)
 - TTY: 1-800-718-IEHP (4347)
- IEHP Covered (Covered California)
 - 1 (877) 433-IEHP (4347)
 - TTY: 711

Mail order pharmacy services are also available for IEHP Dual Choice and IEHP Covered members. SortPak pharmacy is an IEHP network mail order pharmacy. Starting February 6, 2024, prescriptions can be transferred by contacting SortPak Pharmacy at (877) 570-7787 and ask them to contact the CVS Pharmacy in Fort Mohave at (928) 763-6822.

Department of Behavioral Health – www.sbcounty.gov/dbh/

- Access Unit (Behavioral Health Helpline) - (888) 743-1478 (24 hours/365 days)
- Screening Assessment and Referral Center (Substance Use Disorder Helpline) - (800) 968-2636 (24 hours/365 days)
- Crisis Contact Center - Community Crisis Response Teams - (800) 398-0018 or text (909) 420-0560 (24 hours/365 days)
- Needles Behavioral Health Clinic – (760) 326-9313

Department of Aging and Adult Services-Public Guardian – hss.sbcounty.gov/daas/

- Senior Information and Assistance - (800) 510-2020
(Non-emergency response, Monday-Friday 7 a.m. – 5 p.m.)
- Adult Protective Services - (877) 565-2020 (24-hour Hotline)
- Needles DAAS-PG Office - (760) 326-9328 (Monday-Friday 7 a.m. – 5 p.m.)

For press release information from the City of Needles, download the citizen engagement mobile app named Needles Connect in the [Apple App](#) or [Google Play Store](#) or visit www.cityofneedles.com