

**SACRAMENTO RIVER SETTLEMENT CONTRACTORS**  
**A California Nonprofit Mutual Benefit Corporation**  
**PROPOSED AGENDA FOR THE BOARD OF DIRECTORS**

**FEBRUARY 23, 2023 at 9:00 A.M., LOCAL TIME**

**Reclamation District 108**

**975 Wilson Bend Road, Grimes, CA 95950**

Conference Line: +1 323-538-4371

Conference ID: 945 862 334#

[Click here to join the meeting](#)

Action Item	REGULAR BOARD MEETING			
✓	1. Call to Order (Quorum)			
	<u>Tier</u>	<u>Board Members</u>	<u>Alternates</u>	
	1	Steve Butler (2023)	Bill Henle (2023)	
	1	Sean Doherty (2024)	Tom Ramos (2024)	
	1	Logan Dennis (2025)	Don Bransford (2025)	
	2	Brett Scheidel (2023)	Lance Boyd (2023)	
	2	Roger Cornwell (2024)	Ryan Bailey (2024)	
	2	Ed Hulbert (2025)	Mike Hall (2025)	
✓	3	Andy Duffey (2023)	Eric Schreiner (2023)	
	✓	2. Adopt Agenda		
	✓	3. Approval of February 3, 2023 Minutes		
	✓	4. Treasurer’s Report		
		a. Review and Approve Financial Statements		
		b. Review and Approve Warrants		
		5. Review and Consider New Membership Applications		
		6. Review and Consider Agreements with Anchor QEA, MBK Engineers, Watercourse Engineering, and Cramer Fish Sciences, and a Proposal from Bond Tax & Financial Services, for Various Services		
	7. Regular Updates:			
	a. Current Operations and Hydrology			
	b. NCWA Communication Report			
	c. Federal Update - The Ferguson Group			
	8. Report on On-Going Litigation			
	9. Other Business			
	10. Adjourn			

**SACRAMENTO RIVER SETTLEMENT CONTRACTORS**  
**A California Nonprofit Mutual Benefit Corporation**  
February 23, 2023 Board Meeting

<b>Agenda Title:</b> Approval of the February 3, 2023 Minutes
<b>Item Number:</b> 3
<b>Discussion:</b> Approve the February 3, 2023 minutes.
<b>Recommendation:</b> Approve minutes.
<b>Attachments:</b> <ul style="list-style-type: none"><li>February 3, 2023 draft minutes</li></ul>

**MINUTES OF A MEETING OF  
THE BOARD OF DIRECTORS  
OF  
SACRAMENTO RIVER SETTLEMENT CONTRACTORS  
A California Nonprofit Mutual Benefit Corporation  
February 3, 2023**

The Annual meeting of the Board of Directors (**Board**) of Sacramento River Settlement Contractors, a California nonprofit mutual benefit corporation (**Corporation**), was held on Friday, February 3, 2023. Chair Cornwell called the meeting to order at approximately 9:00 a.m. local time.

**Board Members Present:**

Roger Cornwell, Tier 2 Member, Chair  
Sean Doherty, Tier 1 Member, Vice-Chair  
Bill Henle, Tier 1 Member, Alternate  
Ed Hulbert, Tier 2 Member  
Logan Dennis, Tier 1 Member, Secretary  
Brett Scheidel, Tier 2 Member  
Andy Duffey, Tier 3 Member

**Absent:**

Steve Butler, Tier 1 Member

**Also Present via teleconference:**

Lance Boyd, Tier 2 Member, Alternate  
Ryan Bailey, Tier 2 Member, Alternate  
Lewis Bair  
Andy Hitchings  
Ben Carter  
Sunny Dale  
Joe Kalfsbeek  
Ronnean Lund  
Mimi Oji  
Brett Gray  
Camie Kaelin  
Chuck Auckland  
Thad Bettner  
Jered Shipley  
Dave Richter  
Brad Mattson  
Dan Wollery  
David Guy  
Dominic Brune  
Don Harper  
Dustin Cooper  
Greg Krzys  
Hans Herkert

Holly Dawley  
Jim James  
Jim Wallace  
Josh Davey  
Josh Watkins  
Joshua Meyer  
Justin Dahl  
Kevin O'Brien  
Logan Dennis  
Louis Jarvis  
Mark Limbaugh  
Matt Southam  
Meredith Nikkel  
Michael Kaschak  
Mike Deas  
Roger Gwinn  
Tim Busch  
Bill Vanderwaal  
Yuen Lenh  
Anne Williams  
Conrad Tona  
Kayla Mendonca

### **Adopt Agenda**

Director Hulbert moved to approve the agenda. Director Henle seconded the motion, and it was unanimously approved by the following vote:

Ayes: Directors Cornwell, Doherty, Henle, Hulbert, Dennis, Scheidel, and Duffey

### **Approval of December 12, 2022 Minutes**

Director Henle moved to approve the December 12, 2022 minutes. Director Scheidel seconded the motion and it was unanimously approved by the following vote:

Ayes: Directors Cornwell, Doherty, Henle, Hulbert, Dennis, Scheidel, and Duffey

### **Treasurer's Report**

#### Review and Approve Financial Statements and Warrants

GCID Finance Director Louis Jarvis reviewed the financial statements and warrants list.

Director Doherty moved to approve the financial statements, payment of claims in the amount of One Hundred One Thousand, Five Hundred Fifty-Five Dollars and Seventy Cents (\$101,555.70). Director Duffey seconded the motion, and it was unanimously approved by the following vote:

Ayes: Directors Cornwell, Doherty, Henle, Hulbert, Dennis, Scheidel, and Duffey

#### Review Distribution of Drought Relief Funding and Consider Distribution of Remaining Funds

Finance Director Jarvis reported that there has been a concerted effort put forth by Glenn-Colusa Irrigation staff to contact the remaining members on portions of the drought relief funding list distributed in the packet. Staff need direction for moving forward with distribution of unclaimed funds from Group 2, Group 3 and Group 4.

Director Henle suggested that the funds be set aside and continue to exhaust efforts to reach members of unclaimed funds, then potentially turn the remaining unclaimed funds over to the State. GCID General Manager explained that GCID staff are tapped out on the outreach efforts and suggested paying MBK Engineers to continue the effort and suggested the Board decide on a deadline. He also suggested that the unclaimed funds be retained by the SRSC Corporation after the deadline. Anne Williams from MBK Engineers is willing to continue the outreach efforts and asked if the Bureau put a deadline on their letter. Mr. Bettner said they can check with Reclamation on the letter deadline.

Director Henle moved to extend the outreach efforts for another 90 days via MBK Engineers and then seek advice through Legal Counsel, Finance Director and the Bureau on how to handle the remaining funds. Director Hulbert seconded the motion and it was unanimously approved by the following vote:

Ayes: Directors Cornwell, Doherty, Henle, Hulbert, Dennis, Scheidel, and Duffey

#### Review and Consider New Membership Applications

Finance Director Jarvis explained that since the previous Board meeting, there have been six new membership applications submitted (one for Tier 2 and five for Tier 3), including one request from a Tier 3 applicant for a reduced membership fee. The annual dues for Tier 1 and

Tier 2 members have been calculated to generate a total of \$332,000 in dues revenue and the calculation has two components: 25% of \$332,000 (\$83,000) has been divided evenly among Tier 1 and Tier 2 members; and 75% of \$332,000 (\$249,000) has been proportionate to the member's share of the total contract volume among Tier 1 and Tier 2 members. Based on this methodology, the new Tier 2 member applicant (M&T Ranch) dues would be \$7,492.

Director Doherty moved to approve the new membership applications and set dues for the new Tier 2 member (M&T Ranch) for \$7,492, the Tier 3 members for \$1,000, except for the Jansens who requested \$500 which the Board approved as part-year dues. Director Scheidel seconded the motion and it was unanimously approved by the following vote:

Ayes: Directors Cornwell, Doherty, Henle, Hulbert, Dennis, Scheidel, and Duffey

## **Regular Updates**

### Current Operations and Hydrology

Yuen Lenh and Anne Williams from MBK provided a PowerPoint presentation showing the 8-Station index after recent storms, California Major Water Supply Reservoirs, Shasta Storage Levels, Full Natural Flow into Shasta, and Sacramento River Operations.

### NCWA Communication Report

David Guy reported that NCWA is working on a campaign-like effort to support the SRSC contracts and to help emphasize the importance and benefits of the Settlement Contracts for California including the proven record of multi-beneficial water management and how the contracts are a solid foundation for water supply management throughout the state. He also reported that there is an effort to show the importance of getting water out on the landscape to benefit farms, refuges, birds, fish, and floodplain activities. He reported that a group of Settlement Contractors made a trip to Washington, D.C. this week to express the value of the Settlement Contracts and how the Sacramento Valley really depends upon them.

### Federal Update- The Ferguson Group

Roger Gwinn provided an update on current Federal activities. He also reported that he participated in the meetings in Washington, D.C. where a group of Settlement Contractors met with various policy makers during a marathon of 15 meetings over one and a half days.

## **Report on On-going Litigation**

Counsel Hitchings and Counsel Nikkel provided updates regarding on-going litigation.

## **Other Business**

Bill Vanderwaal provided an update regarding restoration projects. He reported that the Market Street project was completed on Wednesday and consisted of the injection of approximately 400,000 tons of gravel for spawning habitat. He reported that crews are needed for the upcoming Salt Creek gravel injection project. There will also be a Rock Wad placement project taking place from February 14 through February 23. And finally, he reported the Redding Riffle project will commence late March or early April and requires a different permitting process than the other projects.

The next SRSC Board meeting will be held on Thursday, February 23, 2023, at 9am.

**Adjourn**

There being no further business to come before the meeting, the meeting was adjourned at 9:58 a.m.

Dated: \_\_\_\_\_, 2023

\_\_\_\_\_  
Logan Dennis, Secretary

DRAFT

**SACRAMENTO RIVER SETTLEMENT CONTRACTORS**  
**A California Nonprofit Mutual Benefit Corporation**  
February 23, 2023 Board Meeting

**Agenda Title:**

Treasurer's Report

**Item Numbers:** 4a – 4b

**Discussion:**

4a. Review and Approve Financial Statements

4b. Review and Approve Warrants

**Recommendation:**

Review and approve the Financial Statements and Warrants

**Attachments:**

- Balance Sheet
- Profit and Loss Sheet
- Income by Customer Summary
- Expenditures by Vendor
- Warrants List
- List of Additional Drought Relief Payments to be Distributed

1:04 PM

02/21/23

Cash Basis

## Sacramento River Settlement Contractors

### Balance Sheet

As of February 21, 2023

	Feb 21, 23
<b>ASSETS</b>	
Current Assets	
Checking/Savings	
US Bank Checking	3,296,884.82
US Bank Drought Relief	211,039.46
Total Checking/Savings	3,507,924.28
Total Current Assets	3,507,924.28
<b>TOTAL ASSETS</b>	<b>3,507,924.28</b>
<b>LIABILITIES &amp; EQUITY</b>	
Equity	
Retained Earnings	3,334,619.24
Net Income	173,305.04
Total Equity	3,507,924.28
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b>3,507,924.28</b>



**Sacramento River Settlement Contractors**  
**Profit & Loss Budget Performance**  
February 2023

	1/01/2023 - 1/30/2023	1/31/2023 - 2/21/2023	Total	FY 2023 Budget
	A	B	C = A + B	D
<b>Ordinary Income/Expense</b>				
<b>Income</b>				
2023 Dues	42,797	281,351	324,148	348,016
<b>Total Income</b>	<u>42,797</u>	<u>281,351</u>	<u>324,148</u>	<u>348,016</u>
<b>Expense</b>				
Conserved Water Payment	5,731	31,385	37,117	0
Legal Fees	2,309	9,593	11,902	115,000
DWR EIR Litigation	1,114	1,273	2,388	15,000
Water Operations Support (MBK)	44,397	0	44,397	375,000
Shasta Temperature Modeling	0	1,300	1,300	50,000
Biological Opinion Review	0	0	0	100,000
Brood Year Assessments	0	0	0	415,000
TDM Paper Review	0	0	0	52,000
In-River Monitoring Activities	0	0	0	1,000,000
Sac River Science Partnership Support	0	0	0	50,000
Environmental Assessment	53,735	0	53,735	80,000
Administrative Support	0	0	0	30,000
Accounting & Reporting Fees	0	0	0	1,500
Liability Insurance	0	0	0	4,000
Postage, Supplies, Bank Fees	5	0	5	500
<b>Total Expense</b>	<u>107,292</u>	<u>43,551</u>	<u>150,843</u>	<u>2,288,000</u>
<b>Net Ordinary Income</b>	<u>-64,495</u>	<u>237,800</u>	<u>173,305</u>	<u>-1,939,984</u>
<b>Net Income</b>	<u>-64,495</u>	<u>237,800</u>	<u>173,305</u>	<u>-1,939,984</u>

Retained Earnings--Beginning of Year	2,928,548
Net Income	(1,939,984)
Retained Earnings--End of Year	<u>988,564</u>

2:47 PM

02/21/23

Cash Basis

## Sacramento River Settlement Contractors

### Income by Customer Summary

January 1 through February 21, 2023

	Jan 1 - Feb 21, 23
Anderson-Cottonwood Irrigation District	21,275.00
Andreotti Associates LP	1,000.00
Baber, Jack	1,000.00
Butte Creek Farms	1,000.00
Carter Mutual Water Company.	1,000.00
Conaway Preservation Group, LLC.	10,447.00
Glenn-Colusa Irrigation District	111,358.00
Griffin & Prater, TIC	1,000.00
Henle Family Limited Partnership.	1,000.00
KLSY.	1,000.00
Meridian Farms Water Company	9,693.00
Natomas Basin Conservancy	1,000.00
Natomas Central Mutual Water Co.	20,657.00
Oji Bros. Farm, Inc.	1,000.00
Pelger Mutual Water Company.	1,000.00
Pleasant Grove-Verona MWC.	8,572.00
Princeton-Codora-Glenn Irrigation Dist.	13,915.00
Provident Irrigation District.	12,232.00
Reclamation District No. 1004.	14,377.00
Reclamation District No. 108.	35,045.00
River Garden Farms.	9,023.00
Roberts Ditch Irrigation Company	1,000.00
Sib Fedora	1,000.00
Sutter Mutual Water Company.	34,273.00
Sycamore Mutual Water Company.	9,281.00
Tarke, Stephen.	1,000.00
Tisdale Irrigation District.	1,000.00
<b>TOTAL</b>	<b>324,148.00</b>

3:08 PM  
02/21/2023  
Cash Basis

**Sacramento River Settlement Contractors**  
**Expenses by Vendor Summary**  
January 1 - Feb 21, 2023

	Jan 1 - 30, 23	Jan 31 - Feb 21, 23	Total
DowneyBrand	2,309.27	9,592.50	11,901.77
Glenn-Colusa Irrigation District2	53,735.18	0.00	53,735.18
MBK Engineers	44,396.85	0	44,396.85
Stoel Rives LLP	1,114.40	1,273.30	2,387.70
Watercourse Engineering	0.00	1,299.96	1,299.96
<b>TOTAL</b>	<b>101,555.70</b>	<b>12,165.76</b>	<b>113,721.46</b>

**Sacramento River Settlement Contractors**  
**Warrants List**  
February 21, 2023

	<u>Type</u>	<u>Date</u>	<u>Num</u>	<u>Memo</u>	<u>Amount</u>
<b>DowneyBrand</b>	Bill Pmt -Check	02/21/2023	392		-9,592.50
<b>Stoel Rives LLP</b>	Bill Pmt -Check	02/21/2023	388		-1,273.30
<b>Watercourse Engineering, Inc.</b>	Bill Pmt -Check	02/21/2023	389	Services provided January 2023	-1,299.96
			<u>Total</u>		<u>-12,165.76</u>

## SACRAMENTO RIVER SETTLEMENT CONTRACTORS

P.O. BOX 150  
WILLOWS, CA 95988  
(530) 934-8881

U.S. BANK  
WILLOWS, CA 95988

0392

2/21/2023

DowneyBrand

\*\*9,592.50

PAY TO THE  
ORDER OF

Nine Thousand Five Hundred Ninety-Two and 50/100

\$

DOLLARS

DowneyBrand

621 Capitol Mall, 18th Floor  
Sacramento, CA 95814

MEMO



SECURITY FEATURES INCLUDED. DETAILS ON BACK



AUTHORIZED SIGNATURE

⑈000392⑈ ⑆121122676⑆ 157509905046⑈

## SACRAMENTO RIVER SETTLEMENT CONTRACTORS

WWW.COMPUCHECKS.COM 888.356.5581

2/21/2023

0392

Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
2/21/2023	Bill	582222	1,771.50	1,771.50		1,771.50
2/21/2023	Bill	582746	7,821.00	7,821.00		7,821.00
					Check Amount	9,592.50

US Bank Checking

9,592.50

## SACRAMENTO RIVER SETTLEMENT CONTRACTORS

WWW.COMPUCHECKS.COM 888.356.5581

2/21/2023

0392

Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
2/21/2023	Bill	582222	1,771.50	1,771.50		1,771.50
2/21/2023	Bill	582746	7,821.00	7,821.00		7,821.00
					Check Amount	9,592.50

US Bank Checking

9,592.50

## SACRAMENTO RIVER SETTLEMENT CONTRACTORS

P.O. BOX 150  
WILLOWS, CA 95988  
(530) 934-8881

U.S. BANK  
WILLOWS, CA 95988

0388

2/21/2023

Stoel Rives LLP

\*\*1,273.30

PAY TO THE  
ORDER OF

One Thousand Two Hundred Seventy-Three and 30/100

\$

DOLLARS

Stoel Rives LLP.  
101 S Capitol Blvd.  
Suite 1900  
Boise, ID 83702

MEMO



SECURITY FEATURES INCLUDED. DETAILS ON BACK



AUTHORIZED SIGNATURE

⑈000388⑈ ⑆121122676⑆ 157509905046⑈

## SACRAMENTO RIVER SETTLEMENT CONTRACTORS

WWW.COMPUCHECKS.COM 888.358.5581

2/21/2023

0388

Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
2/21/2023	Bill	7944821-9999746	908.50	908.50		908.50
2/21/2023	Bill	7947284-9999746	364.80	364.80		364.80
Check Amount						1,273.30

US Bank Checking

1,273.30

## SACRAMENTO RIVER SETTLEMENT CONTRACTORS

WWW.COMPUCHECKS.COM 888.358.5581

2/21/2023

0388

Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
2/21/2023	Bill	7944821-9999746	908.50	908.50		908.50
2/21/2023	Bill	7947284-9999746	364.80	364.80		364.80
Check Amount						1,273.30

US Bank Checking

1,273.30

**SACRAMENTO RIVER SETTLEMENT CONTRACTORS**

P.O. BOX 150  
WILLOWS, CA 95988  
(530) 934-8881

**U.S. BANK**  
WILLOWS, CA 95988

**0389**

2/21/2023

**Watercourse Engineering, Inc.**

**\*\*1,299.96**

PAY TO THE  
ORDER OF

One Thousand Two Hundred Ninety-Nine and 96/100

\$

DOLLARS

**Watercourse Engineering, Inc.**  
424 Second Street, Suite B  
Davis, CA 95616

MEMO **Services provided January 2023**



SECURITY FEATURES INCLUDED. DETAILS ON BACK



AUTHORIZED SIGNATURE

⑈000389⑈ ⑆121122676⑆ 157509905046⑈

**SACRAMENTO RIVER SETTLEMENT CONTRACTORS**  
Watercourse Engineering, Inc.

WWW.COMPUCHECKS.COM 888-356-5581

Date	Type	Reference
2/21/2023	Bill	1328-107

Original Amt.
1,299.96

Balance Due
1,299.96

2/21/2023

Discount

Payment

1,299.96

Check Amount

1,299.96

US Bank Checking

Services provided January 2023

1,299.96

**SACRAMENTO RIVER SETTLEMENT CONTRACTORS**  
Watercourse Engineering, Inc.

WWW.COMPUCHECKS.COM 888-356-5581

Date	Type	Reference
2/21/2023	Bill	1328-107

Original Amt.
1,299.96

Balance Due
1,299.96

2/21/2023

Discount

Payment

1,299.96

Check Amount

1,299.96

US Bank Checking

Services provided January 2023

1,299.96

## **Additional Drought Relief Payments to be Distributed**

*Since the February 3, 2023 Board meeting, MBK has collected the necessary documents from the following settlement contractors:*

Leonard, James C.	1,446.45
Driver, Gregory E.	545.83
Kary, Carol	27,291.54
King, Ben	518.54
King, Laura	709.58
Charter, Mary K.	8,187.46
Leviathan, Inc.	19,104.08
Ehrke, Allen A., et ux	10,370.79
Willey, Edwin & Marjorie, Revocable Trust	2,592.70
Total	70,766.97



**SACRAMENTO RIVER SETTLEMENT CONTRACTORS**  
**A California Nonprofit Mutual Benefit Corporation**  
February 23, 2023 Board Meeting

**Agenda Title:**

Review and Consider Membership Applications

**Item Number: 5**

**Discussion:**

Since the previous Board meeting, the following settlement contractors have submitted applications to join the Sacramento River Settlement Contractors Nonprofit Corporation (SRSC):

- Swenson Farms, LLC (Tier 3)
- Van Ruiten Bros. (Tier 3)
- Joseph and Janine Wallace (Tier 3)

Dues for Tier 3 members have typically been set at \$1,000.

**Recommendation:**

Consider approval of the membership applications and determine the 2023 dues for new members.

**Attachments:**

- Membership Applications (3)

MEMBERSHIP APPLICATION AND AGREEMENT  
For a Membership in  
SACRAMENTO RIVER SETTLEMENT CONTRACTORS,  
A California Nonprofit Mutual Benefit Corporation

To: Sacramento River Settlement Contractors  
344 E. Laurel Street  
Willows, CA 95988

APPLICATION

The undersigned applicant ("Applicant"), desiring to acquire a membership (the "Membership") in Sacramento River Settlement Contractors, a California nonprofit mutual benefit corporation ("SRSC"), in accordance with the terms and conditions specified in this Membership Application and Agreement ("Agreement"), hereby represents, acknowledges and agrees as follows:

APPLICANT REPRESENTATIONS

1. Applicant by acquiring a Membership in SRSC, a nonprofit corporation, has no expectation of profit or pecuniary return from the Membership.
2. Applicant has received and has had the opportunity to review copies of the Articles of Incorporation, Bylaws and budget of SRSC. Applicant consents to, approves, and ratifies the actions of the Incorporator set forth in the Statement of Incorporator (available upon request), including the filing of the Articles of Incorporation, the adoption of the Bylaws, and the appointment of the initial directors and director alternates.
3. Applicant, if an individual, is a resident of California, or, if an entity, has its principal office in California.
4. The information provided in this Agreement to SRSC is true and correct, and Applicant will provide to SRSC any reasonably requested documentation to verify the accuracy of the information contained herein, and will promptly update SRSC in writing of any changes.
5. Applicant agrees to pay all dues, fees, assessments and charges on time, and agrees to abide by the Articles of Incorporation, Bylaws, policies and procedures of SRSC, and all resolutions of the Board of Directors of SRSC, as they now exist and as they may be amended from time to time, upon admittance as a Member.
6. Applicant has read this entire Agreement and understands and agrees with its terms and impact. Applicant understands and agrees that Applicant shall become a Member upon approval of this Agreement by the Board of Directors. Upon approval, the Board of Directors shall cause this Agreement to be signed by an appropriate officer or director, and such countersigned signature page shall be delivered to the Member.

REGISTRATION (check one)

Applicant hereby subscribes for a Membership in SRSC in the following tier:

☐ Tier 1. A Tier 1 Member is a person with more than 99,999 acre feet of water under contract with the United States Bureau of Reclamation.

☐ Tier 2. A Tier 2 Member is a person with 9,999 to 99,999 acre feet of water under contract with the United States Bureau of Reclamation.

☒ Tier 3. A Tier 3 Member is a person with less than 9,999 acre feet of water under contract with the United States Bureau of Reclamation.

TYPE OF OWNERSHIP AND REQUIRED DOCUMENTS AND SIGNATURES (check one)

☐ PUBLIC ENTITY (signature by authorized person)

☐ CORPORATION (signature by one authorized officer required)

☒ LIMITED LIABILITY COMPANY (signature by authorized manager, officer or member required)

☐ PARTNERSHIP (all general partners must sign; please include a copy of the partnership agreement, include any amendments)

☐ INDIVIDUAL OWNER (one signature required) (e.g., sole proprietorships which are not separate taxable entities, a natural person owning and operating a business under his or her name or a fictitious business name)

☐ COMMUNITY PROPERTY (one signature required)

☐ JOINT TENANTS WITH RIGHTS OF SURVIVORSHIP (both or all parties must sign)

☐ TENANTS IN COMMON (both or all parties must sign; indicate the fractional or percentage interest of each subscriber)

☐ TRUST (all trustees must sign; please include a copy of the declaration of trust or other document establishing the trust, include any amendments)

Please print the exact name in which you will hold your Membership:

SWENSON FARMS, LLC

Designated Voting Representative of Member: Hunter Current

(Signature Page Follows)

IN WITNESS WHEREOF, Applicant has executed this Agreement on the date set forth below.

APPLICANT:

Signature:

Title:

*H. [Signature]*

*Managing member*

Signature: \_\_\_\_\_

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

Signature: \_\_\_\_\_

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

Mailing Address: \_\_\_\_\_

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

APPLICATION FOR MEMBERSHIP ACCEPTED BY THE BOARD OF DIRECTORS:

SACRAMENTO RIVER SETTLEMENT CONTRACTORS

Signature: \_\_\_\_\_

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

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

*(Signature Page to Membership Application and Agreement)*

MEMBERSHIP APPLICATION AND AGREEMENT  
For a Membership in  
SACRAMENTO RIVER SETTLEMENT CONTRACTORS,  
A California Nonprofit Mutual Benefit Corporation

To: Sacramento River Settlement Contractors  
344 E. Laurel Street  
Willows, CA 95988

APPLICATION

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2. Applicant has received and has had the opportunity to review copies of the Articles of Incorporation, Bylaws and budget of SRSC. Applicant consents to, approves, and ratifies the actions of the Incorporator set forth in the Statement of Incorporator (available upon request), including the filing of the Articles of Incorporation, the adoption of the Bylaws, and the appointment of the initial directors and director alternates.

3. Applicant, if an individual, is a resident of California, or, if an entity, has its principal office in California.

4. The information provided in this Agreement to SRSC is true and correct, and Applicant will provide to SRSC any reasonably requested documentation to verify the accuracy of the information contained herein, and will promptly update SRSC in writing of any changes.

5. Applicant agrees to pay all dues, fees, assessments and charges on time, and agrees to abide by the Articles of Incorporation, Bylaws, policies and procedures of SRSC, and all resolutions of the Board of Directors of SRSC, as they now exist and as they may be amended from time to time, upon admittance as a Member.

6. Applicant has read this entire Agreement and understands and agrees with its terms and impact. Applicant understands and agrees that Applicant shall become a Member upon approval of this Agreement by the Board of Directors. Upon approval, the Board of Directors shall cause this Agreement to be signed by an appropriate officer or director, and such countersigned signature page shall be delivered to the Member.

REGISTRATION (check one)

Applicant hereby subscribes for a Membership in SRSC in the following tier:

☐ Tier 1. A Tier 1 Member is a person with more than 99,999 acre feet of water under contract with the United States Bureau of Reclamation.

☐ Tier 2. A Tier 2 Member is a person with 9,999 to 99,999 acre feet of water under contract with the United States Bureau of Reclamation.

☒ Tier 3. A Tier 3 Member is a person with less than 9,999 acre feet of water under contract with the United States Bureau of Reclamation.

TYPE OF OWNERSHIP AND REQUIRED DOCUMENTS AND SIGNATURES (check one)

☐ PUBLIC ENTITY (signature by authorized person)

☐ CORPORATION (signature by one authorized officer required)

☐ LIMITED LIABILITY COMPANY (signature by authorized manager, officer or member required)

☒ PARTNERSHIP (all general partners must sign; please include a copy of the partnership agreement, include any amendments)

☐ INDIVIDUAL OWNER (one signature required) (e.g., sole proprietorships which are not separate taxable entities, a natural person owning and operating a business under his or her name or a fictitious business name)

☐ COMMUNITY PROPERTY (one signature required)

☐ JOINT TENANTS WITH RIGHTS OF SURVIVORSHIP (both or all parties must sign)

☐ TENANTS IN COMMON (both or all parties must sign; indicate the fractional or percentage interest of each subscriber)

☐ TRUST (all trustees must sign; please include a copy of the declaration of trust or other document establishing the trust, include any amendments)

Please print the exact name in which you will hold your Membership:

VAN RUITEN BROS.

Designated Voting Representative of Member: Anthony Van Ruiten

(Signature Page Follows)

IN WITNESS WHEREOF, Applicant has executed this Agreement on the date set forth below.

APPLICANT:

Signature:

Title:

Signature:

Title:

Signature:

Title:

Mailing Address:

Date:

APPLICATION FOR MEMBERSHIP ACCEPTED BY THE BOARD OF DIRECTORS;

SACRAMENTO RIVER SETTLEMENT CONTRACTORS

Signature:

Title:

Date:

*(Signature Page to Membership Application and Agreement)*

MEMBERSHIP APPLICATION AND AGREEMENT  
For a Membership in  
SACRAMENTO RIVER SETTLEMENT CONTRACTORS,  
A California Nonprofit Mutual Benefit Corporation

To: Sacramento River Settlement Contractors  
344 E. Laurel Street  
Willows, CA 95988

APPLICATION

The undersigned applicant ("Applicant"), desiring to acquire a membership (the "Membership") in Sacramento River Settlement Contractors, a California nonprofit mutual benefit corporation ("SRSC"), in accordance with the terms and conditions specified in this Membership Application and Agreement ("Agreement"), hereby represents, acknowledges and agrees as follows:

APPLICANT REPRESENTATIONS

1. Applicant by acquiring a Membership in SRSC, a nonprofit corporation, has no expectation of profit or pecuniary return from the Membership.
2. Applicant has received and has had the opportunity to review copies of the Articles of Incorporation, Bylaws and budget of SRSC. Applicant consents to, approves, and ratifies the actions of the Incorporator set forth in the Statement of Incorporator (available upon request), including the filing of the Articles of Incorporation, the adoption of the Bylaws, and the appointment of the initial directors and director alternates.
3. Applicant, if an individual, is a resident of California, or, if an entity, has its principal office in California.
4. The information provided in this Agreement to SRSC is true and correct, and Applicant will provide to SRSC any reasonably requested documentation to verify the accuracy of the information contained herein, and will promptly update SRSC in writing of any changes.
5. Applicant agrees to pay all dues, fees, assessments and charges on time, and agrees to abide by the Articles of Incorporation, Bylaws, policies and procedures of SRSC, and all resolutions of the Board of Directors of SRSC, as they now exist and as they may be amended from time to time, upon admittance as a Member.
6. Applicant has read this entire Agreement and understands and agrees with its terms and impact. Applicant understands and agrees that Applicant shall become a Member upon approval of this Agreement by the Board of Directors. Upon approval, the Board of Directors shall cause this Agreement to be signed by an appropriate officer or director, and such countersigned signature page shall be delivered to the Member.



REGISTRATION (check one)

Applicant hereby subscribes for a Membership in SRSC in the following tier:

☐ Tier 1. A Tier 1 Member is a person with more than 99,999 acre feet of water under contract with the United States Bureau of Reclamation.

☐ Tier 2. A Tier 2 Member is a person with 9,999 to 99,999 acre feet of water under contract with the United States Bureau of Reclamation.

☒ Tier 3. A Tier 3 Member is a person with less than 9,999 acre feet of water under contract with the United States Bureau of Reclamation.

TYPE OF OWNERSHIP AND REQUIRED DOCUMENTS AND SIGNATURES (check one)

☐ PUBLIC ENTITY (signature by authorized person)

☐ CORPORATION (signature by one authorized officer required)

☐ LIMITED LIABILITY COMPANY (signature by authorized manager, officer or member required)

☐ PARTNERSHIP (all general partners must sign; please include a copy of the partnership agreement, include any amendments)

☐ INDIVIDUAL OWNER (one signature required) (e.g., sole proprietorships which are not separate taxable entities, a natural person owning and operating a business under his or her name or a fictitious business name)

☒ COMMUNITY PROPERTY (one signature required)

☐ JOINT TENANTS WITH RIGHTS OF SURVIVORSHIP (both or all parties must sign)

☐ TENANTS IN COMMON (both or all parties must sign; indicate the fractional or percentage interest of each subscriber)

☐ TRUST (all trustees must sign; please include a copy of the declaration of trust or other document establishing the trust, include any amendments)

Please print the exact name in which you will hold your Membership:

Joseph V and Janine C Wallace

Designated Voting Representative of Member: JOE WALLACE

(Signature Page Follows)

IN WITNESS WHEREOF, Applicant has executed this Agreement on the date set forth below.

APPLICANT:

Signature: 

Title: Property Owner

Signature: \_\_\_\_\_

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

Signature: \_\_\_\_\_

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

Mailing Address: 10800 S Butte Rd, Sutter CA 95982

Date: 1/6/2023

APPLICATION FOR MEMBERSHIP ACCEPTED BY THE BOARD OF DIRECTORS:

SACRAMENTO RIVER SETTLEMENT CONTRACTORS

Signature: \_\_\_\_\_

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

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

*(Signature Page to Membership Application and Agreement)*

**SACRAMENTO RIVER SETTLEMENT CONTRACTORS**  
**A California Nonprofit Mutual Benefit Corporation**

February 23, 2023 Board Meeting

**Agenda Title:**

Review and Consider Agreements with Anchor QEA, MBK Engineers, Watercourse Engineering, and Cramer Fish Sciences, and a proposal from Bond Tax & Financial Services, for Various Services

**Item Number: 6**

**Discussion:**

The 2023 Approved Budget for the Sacramento River Settlement Contractors included funding for a variety of consulting services. Included for review and consideration are the following agreements:

- Anchor QEA – Winter-Run Chinook Salmon Operations and Monitoring Assessments (\$412,590)
- MBK Engineers – 2023 services including SRSC Operations Support; Water Supply Modeling, Monitoring, and Scheduling; and Planning (\$375,000)
- Watercourse Engineering – 2023 Flow and Temperature Modeling (\$49,383)
- Cramer Fish Sciences – Science Studies, Analysis, and Support (\$981,000)
- Bond Tax & Financial Services – Nonprofit Organization Tax Filing Preparation (\$1,020)

**Recommendation:**

Consider approval of the attached agreements and proposal.

**Attachments:**

- Agreement-Anchor QEA
- Agreement-MBK Engineers
- Agreement-Watercourse Engineering
- Agreement-Cramer Fish Sciences
- Proposal-Bond Tax and Financial Services



## STANDARD AGREEMENT

This agreement is entered into on the full execution date indicated on the signature page by and between Anchor QEA, LLC, 1201 3rd Avenue, Suite 2600, Seattle, Washington 98101, and affiliated companies, herein referred to as "Anchor QEA," and Sacramento River Settlement Contractors, P.O. Box 150, Willows, California 95988, hereinafter called "CLIENT."

This AGREEMENT is for the Winter-Run Chinook Salmon Operations and Monitoring Assessments Services project.

### PROVISIONS

#### ARTICLE 1: TERMS OF PAYMENT

##### A. Invoicing

Monthly invoices will be issued to the CLIENT for payment and will represent the value of the Scope of Services completed to date.

##### B. Payment

Payment is due within ~~30~~ 60 calendar days of date of the invoice for the entire invoice amount. Any invoice not paid within ~~30~~ 60 days shall bear interest at the equivalent of 18 percent per year.

##### C. Final Payment

Final payment of any balance will be made upon completion of the Scope of Services, and receipt of all deliverables and all PROJECT-related documents and data that are required to be furnished under this AGREEMENT.

#### ARTICLE 2: OBLIGATION OF ANCHOR QEA

##### A. Independent Contractor

Anchor QEA is an independent contractor and will maintain complete control of and responsibility for its employees, agents, and operations.

##### B. Lower Tier Subcontracts

Anchor QEA shall not sublet or assign any of the work covered by this Agreement, except with the prior written approval of the CLIENT and in compliance with the terms, provisions, and conditions of this Agreement. Anchor QEA will bind all Lower Tier Subconsultants to the Provisions of this AGREEMENT.

Neither this AGREEMENT nor any Lower Tier subcontract will create any contractual relationship between any Lower Tier Subconsultant and the CLIENT nor any liability of the CLIENT to any Lower Tier Subconsultant.

##### C. Standard of Care

In providing services under this Agreement, Anchor QEA will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

#### **D. Notice of Delay**

The time schedule for the performance of services as set forth under this Agreement is based on Anchor QEA's anticipation of the orderly and continuous progress of the project. If Anchor QEA is delayed in the performance of services by conditions that are beyond its control, Anchor QEA shall notify the CLIENT in writing of the cause of delay and the amount of delay anticipated. Such notice shall be delivered to the CLIENT within five (5) days of the time Anchor QEA is aware of the delay.

#### **E. Insurance**

Anchor QEA will maintain throughout this AGREEMENT the following insurance and will submit certificates verifying such to the CLIENT when requested:

- (1) Worker's compensation insurance as required by the state or province where the work is performed and Employers Liability as follows:
  - \$1,000,000 each accident
  - \$1,000,000 each employee
  - \$1,000,000 disease aggregate
- (2) Comprehensive automobile liability insurance covering claims for injuries to members of the public and/or damages to property of others arising from use of motor vehicles, including onsite and offsite operations, and owned, non-owned, or hired vehicles, with \$1,000,000 combined single limits.
- (3) Commercial general liability insurance covering claims for injuries arising out of any negligent act or omission of Anchor QEA or of any of its employees, agents, or subconsultants, with \$1,000,000 per occurrence/general aggregate.
- (4) Professional liability insurance of \$1,000,000, per claim and in the aggregate.

Anchor QEA will give the CLIENT thirty (30) days notice of any cancellation of the policies.

#### **F. Limitation of Liability**

To the maximum extent permitted by law, the CLIENT agrees to limit Anchor QEA's liability for the CLIENT's damages and legal costs to Anchor QEA's fees for the services provided under this AGREEMENT.

#### **G. Indemnification**

Anchor QEA and the CLIENT mutually agree, to the fullest extent permitted by law, to indemnify and hold each other harmless from any and all damage, liability, or cost, including reasonable attorneys' fees and costs of defense, arising from their own negligent acts, errors or omissions in the performance of their services under this AGREEMENT, to the extent that each party is responsible for such damages, liabilities and costs on a comparative basis of fault.

#### **H. Consequential Damages**

Notwithstanding any other provision of this AGREEMENT, and to the fullest extent permitted by law, neither the CLIENT nor Anchor QEA, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the project or to this AGREEMENT. This

mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the CLIENT and Anchor QEA shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

**I. Permits, Licenses, and Fees**

Anchor QEA will obtain and pay for all permits and licenses required by law that are associated with Anchor QEA's performance of the Scope of Services and will give all necessary notices.

**J. Access to Records**

Anchor QEA will maintain accounting records, in accordance with generally accepted accounting principles and practices to substantiate all invoiced amounts. Said records will be available for examination by the CLIENT during Anchor QEA's normal business hours for a period of 3 years after the final invoice to the extent required to verify the costs incurred hereunder.

**K. Ownership**

CLIENT retains ownership of all instruments of professional service developed by Anchor QEA under this AGREEMENT. Anchor QEA shall not be liable for any reuse or modification of these work products for purposes not anticipated by Anchor QEA under this AGREEMENT.

**L. Equal Employment Opportunity**

Anchor QEA, with regard to the work performed by it after approval and/or award and prior to completion of this contract, shall comply with all applicable provisions of Executive Agreement 11246 of September 24, 1965, as amended, the terms of which are incorporated herein by this reference and made a part of this AGREEMENT. Anchor QEA will provide equal employment opportunity and adhere to federal, state and local laws pertaining thereto. Appropriate action will be taken by Anchor QEA, with respect to itself and any of its subconsultants, vendors and suppliers to ensure compliance with such laws. All federal, state and local equal opportunity and affirmative action requirements with regard to race, gender, creed, color, age, religion, national origin, disability or veteran status are incorporated into this AGREEMENT by reference. Anchor QEA will give all notices, pay all fees and take all other action which may be necessary to conduct its business in accordance with all applicable statutes, ordinances, rules and regulations including, without limitation, the above stated standards and acts, any statutes regarding qualification to do business and any statutes prohibiting discrimination among employees because of race, creed, color, national origin, age, or sex.

**ARTICLE 3: GENERAL PROVISIONS**

**A. Waivers**

No waiver by either party of any default by the other party in the performance of any provision of this AGREEMENT will operate as, or be construed as, a waiver of any future default, whether like or different in character.

**B. Force Majeure**

Neither party to this AGREEMENT will be liable to the other party for delays in performing the Scope of Services, or for the direct or indirect costs resulting from such delays, that may result from labor strikes, riots, war, acts of governmental authorities, extraordinary weather conditions or other natural catastrophe, or any other cause beyond the reasonable control or contemplation of either party.

**C. Authorization to Proceed**

Execution of the AGREEMENT by the CLIENT will be authorization for Anchor QEA to proceed with the Scope of Services, unless otherwise provided for in this AGREEMENT.

**D. No Third Party Beneficiaries**

This AGREEMENT gives no rights or benefits to anyone other than Anchor QEA and the CLIENT and has no third-party beneficiaries.

**E. Jurisdiction**

The laws of the state in which the project is located shall govern the validity of this AGREEMENT, its interpretation and performance, and any other claims related to it; venue of any lawsuit shall also be in the jurisdiction of that office location.

**F. Disputes**

In the event of any dispute arising out of this Agreement, the parties agree to submit the dispute to non-binding mediation and binding arbitration under the then prevailing rules of the American Arbitration Association (AAA) for construction industry disputes, provided that no party objects to arbitration within 30 days after a demand for arbitration is filed with AAA. In any action brought for such dispute, the prevailing party shall be entitled to recover its reasonable costs and attorney fees.

**G. Severability and Survival**

If any of the provisions contained in this AGREEMENT are held for any reason to be invalid, illegal, or unenforceable in any respect, unenforceability will not affect any other provision of this AGREEMENT. The provisions of this AGREEMENT shall survive its termination and completion of services.

**H. Termination/Cancellation**

The CLIENT will have the right to terminate this AGREEMENT for its convenience. After termination, Anchor QEA will be reimbursed for services rendered and necessary expenses incurred to the termination date upon submission to the CLIENT of detailed supporting invoices.

**I. Complete Agreement**

This AGREEMENT constitutes the complete and final understanding between the parties. The CLIENT may adjust the Scope of Services by either adding to or deleting from the services to be performed. If such adjustment increases or decreases the cost or time required for Anchor QEA's Scope of Services, adjusting compensation and/or time will be mutually agreed upon in writing. Additional Services provided by Anchor QEA will be entitled to additional compensation or extension of time only as authorized in writing by the CLIENT.

**J. Attachments and Schedules**

The following attachments and schedules are hereby made a part of this AGREEMENT:

Attachment 1: Scope of Services and Budget

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This Agreement represents the entire agreement between the parties, supersedes all prior agreements and understandings, and may be changed only by written amendment executed by both parties.

**Approved for Anchor QEA**

**Accepted for CLIENT**

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

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

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

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

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

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

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

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



## Attachment 1

### Scope of Services and Budget

The budget for this work is not to exceed \$412,590.00 without prior written authorization.

# Scope of Work

## Winter-Run Chinook Salmon Operations and Monitoring Assessments

### Sacramento River Settlement Contractors

## 1. Project Understanding and Purpose

In August 2020, Anchor QEA, LLC, completed the *Brood Year (BY) 2019 Winter-Run Chinook Salmon (WRCS) Operations and Monitoring Assessment* report.<sup>1</sup> The purpose of the report was to evaluate the relative success of BY 2019 Sacramento River WRCS and inform how water management strategies implemented in 2019 resulted in conditions needed to support the productivity of WRCS. The BY 2019 report presented an initial framework for data compilation and analysis that allowed the success of the BY to be comprehensively assessed. Since the report was issued, additional actions have been taken and information has become available that can be used to further improve the framework. This scope of work (SOW) and schedule were developed based on discussions with Thad Bettner (Glenn-Colusa Irrigation District), scientists, and interested parties to incorporate the new information.

Anchor QEA proposes to further build out the framework developed for communicating BY data, update the BY 2019 analysis and report based on the new (expanded) framework, complete analyses for BY 2020–2022 using the expanded framework, and prepare a standalone executive summary summarizing all four BY evaluations.

Our approach includes partnering directly with scientists from the U.S. Bureau of Reclamation Bay-Delta Office to automate the downloading of environmental and biological data and BY report development. Approximately half of the metrics in the current (2019) BY framework can be automated at this time. Our approach also includes making progress on additional data downloading and report automation and exploring ways to communicate complex information through development of a web-based map to display trend data by location along the river.

## 2. Proposed Scope, Cost, and Schedule

Tables 1 and 2 include the proposed scope, cost, and schedule for expanding the BY 2019 framework and conducting BY 2020–2022 analyses.

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<sup>1</sup> Anchor QEA (Anchor QEA, LLC), 2020. *Brood Year 2019 Winter-Run Chinook Salmon Operations and Monitoring Assessment Report*. Prepared for NOAA Fisheries California Central Valley Office, Sacramento, CA. August 2020.

**Table 1**  
**Winter-Run Chinook Salmon Brood Year 2019 Analysis Scope and Budget Estimate**

BY 2019 Updates (3 Months from Notice to Proceed)			
Element	Category	Task Description	Budget
1. Update BY Analysis Template and Revise BY 2019 Report	Migration Timing	1.1 Update the migration timing to compare timing based on length at date to timing based on genetic sampling.	\$ 4,775
	Monitoring Timing	1.2 Address the incomplete monitoring of timing in 2020 due to COVID-19 in report.	\$ 752
	Survival Thresholds	1.3 Relate BY 2019 migration to the three flow-survival thresholds identified by Michel et al. (2021). <sup>2</sup>	\$ 1,800
	Egg Survival	1.4 Rerun latest version of the fish model (version 2.7.4) in SacPAS to update egg survival to incorporate recent scientific findings on Sacramento River fish egg thermal tolerance. Compile egg survival data from CVTEMP and incorporate into analysis.	\$ 3,280
	Parentage Analysis	1.5 Incorporate the Cramer Fish Sciences parentage analysis for BY 2016, 2020, and 2021 to summarize which adults contributed to BY production.	\$ 5,380
	Stoplight Matrix	1.6 Update the 2019 stoplight matrix of factors influencing BY production and survival.	\$ 2,037
	Hatchery Production	1.7 Summarize the production activities of WRCS at Livingston Stone NFH and Coleman NFH, including any additional increase in hatchery production above normal production to address acute drought conditions (e.g., number of extra adults captured for brood stock and resulting increase in production).	\$ 10,439
	Thiamine Screening	1.8 Summarize thiamine screening and treatment of WRCS at Livingston Stone NFH and Coleman NFH.	\$ 7,799
	Battle Creek Production	1.9 Battle Creek: Summarize Jump-Start Program biological (e.g., returning adults, outmigrating juveniles, and number of juveniles placed) and environmental (e.g., water temperature) data collected. Summarize number of adults placed into Battle Creek above the barriers along with any juveniles, if placed.	\$ 10,884

<sup>2</sup> Michel, C.J., J.J. Notch, F. Cordoleani, A.J. Ammann, and E.M. Danner, 2021. "Nonlinear Survival of Imperiled Fish Informs Managed Flows in a Highly Modified River." *Ecosphere* 12(5):e03498.

<b>BY 2019 Updates (3 Months from Notice to Proceed)</b>			
<b>Element</b>	<b>Category</b>	<b>Task Description</b>	<b>Budget</b>
	Smolt Abundance	1.10 Incorporate smolt abundance at Red Bluff Diversion Dam into the framework in addition to fry abundance.	\$ 10,555
	Entrainment	1.11 Summarize WRCS entrainment data at the Central Valley Project and State Water Project.	\$ 11,477
	Run Timing at Chipps Island	1.12 Summarize WRCS run timing at Chipps Island by comparing genetics versus length at date data.	\$ 10,853
	McCloud River Eyed Eggs	1.13 Add a summary of WRCS eyed eggs transported to the McCloud River, which started in 2022. Summary of number of outmigrating juveniles captured in RST and trucked to below Shasta.	\$ 2,075
	Data Gaps	1.14 Incorporate section headers into the BY 2019 framework that identify key data gaps and provide a summary of why the missing data are important.	\$ 3,145
	Statistical Trend Analysis	1.15 Incorporate a section header for statistical data analysis to quantitatively analyze trends when sufficient time series data are available for such analyses; describe what can be done and why that would be useful.	\$ 2,394
	Captive Brood Stock	1.16 Summary of the transfer of winter-run eggs to the Monterey Bay Salmon and Trout Project to provide captive brood stock buffer.	\$ 850
	Revised Draft BY 2019 Report	1.17 Update and issue a revised draft BY 2019 report; address review comments; finalize.	\$ 10,918
2. Project Management	Project Management	2.1 Conduct project management activities including monthly invoicing and progress reporting.	\$ 9,525
<b>Total Template and BY 2019 Report Updates</b>			<b>\$ 108,938</b>

Note:  
NFH: National Fish Hatchery

**Table 2**  
**Winter-Run Chinook Salmon Brood Year 2020 to Brood Year 2022 Analysis Scope and Budget Estimate**

<b>BY 2020–2022 Analysis (9 Months from Completion of Phase 1)</b>		
<b>Element</b>	<b>Task</b>	<b>Budget</b>
1. BY 2020, 2021, and 2022 Analysis and Report	1.1 Compile, analyze, and plot data.	\$ 92,341
	1.2 Interpret and synthesize data.	\$ 36,328
	1.3 Prepare draft reports for BY 2020, BY 2021, and BY 2022 using the updated BY 2019 framework; address review comments.	\$ 80,799
	1.4 Prepare the final reports for BY 2020, BY2021, and BY 2022.	\$ 25,272
2. Presentation to Stakeholders	2.1 Present BY 2019, BY 2020, BY 2021, and BY 2022 results to Glenn-Colusa Irrigation District’s Board of Directors and other interested parties.	\$ 18,161
3. Standalone Executive Summary	3.1 Prepare a standalone executive summary summarizing all BY evaluations. This document would be added on to and updated as future BY evaluations are completed.	\$ 15,960
	3.2 Explore development of a web-based map to display trend data by location along the river.	\$ 15,742
4. Project Management	4.1 Conduct project management activities.	\$ 19,049
<b>Total BY 2020–2022 Analysis</b>		<b>\$ 303,652</b>
<b>Grand Total</b>		<b>\$ 412,590</b>



## Agreement for Professional Services – Standard Terms and Conditions

This Agreement for professional services is entered into between MBK Engineers, hereinafter referred to as the CONSULTANT and Sacramento River Settlement Contractors Authority, hereinafter referred to as the CLIENT.

For and in consideration of the mutual covenants and conditions herein, CLIENT and CONSULTANT do hereby agree as follows:

### 1. Covenant for Services

The CLIENT does hereby retain the CONSULTANT to perform the professional services identified herein. The CONSULTANT does hereby agree to perform such services for the CLIENT upon the terms and conditions set forth in this AGREEMENT.

### 2. Scope of Service

The CONSULTANT will provide all goods and services as set forth in the Scope of Work, attached hereto and incorporated by reference in this AGREEMENT as Attachment A.

### 3. Standard of Care

CONSULTANT will strive to perform services under this AGREEMENT in a manner consistent with that level of care and skill ordinarily exercised by members of the same profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this AGREEMENT, or in any report, opinion, document, or otherwise.

CLIENT understands that the standard of care CONSULTANT is required to uphold can only be determined after the fact, through appropriate research by qualified experts. CLIENT agrees that, should it for any reason become necessary to identify the standard of care applicable to CONSULTANT's services, CLIENT shall cause CLIENT's expert to use those research methods agreed to by the American Society of Civil Engineers, American Institute of Architects, National Society of Professional Engineers, Interprofessional Council on Environmental Design, American Association of Engineering Societies, and other respected national, regional, and international organizations, as related in the document, *Recommended Practices for Design Professionals Engaged as Experts in the Resolution of Construction Industry Disputes*.

### 4. Definitions

When used in this AGREEMENT, the words and phrases listed below are defined as indicated, unless noted otherwise elsewhere in this AGREEMENT:

#### *Agreement*

This contract, including all appendixes, addenda, and any documents incorporated by reference.

#### *Any Claim*

This term, when used in a provision indicating CLIENT's obligation to waive claims against CONSULTANT or to hold CONSULTANT harmless from any claim arising from certain specified events, means "any claim in contract, tort, or statute alleging negligence, errors, omissions, strict liability, statutory liability, breach of contract, breach of warranty, negligent misrepresentation, or other acts giving rise to liability."

#### *Certify, Certification*

Wherever these or derivative words are used in the AGREEMENT, or in any document developed or arising out of this AGREEMENT or services furnished by CONSULTANT thereunder, they shall mean CONSULTANT's furnishing an opinion of conditions based upon testing, analyses, or observation CONSULTANT has performed. CONSULTANT's certification of a condition's existence does not guarantee such condition exists, nor does it relieve other party of responsibilities or obligations such party has accepted by contract or custom.

#### *Claims*

See "Any Claim," above.

#### *Client*

Sacramento River Settlement Contractors Authority.

#### *Consultant*

The firm of MBK Engineers, subsidiaries and affiliates, and all officers and employees thereof.

#### *Substantial Completion*

Substantial completion of CONSULTANT's services shall have been accomplished when CONSULTANT submits a final report and recommendations or final plans and specifications. If the AGREEMENT calling for these services is terminated before the services are completed, substantial completion will have occurred on the date termination goes into effect.

#### **5. Billing and Payment**

CLIENT recognizes that timely payment of CONSULTANT's invoices is a material part of the consideration for which CONSULTANT requires to perform the services indicated in this AGREEMENT.

CLIENT shall pay CONSULTANT for services rendered in U.S. funds drawn upon U.S. banks, in accordance with the rates and charges set forth herein. Routine invoices will be submitted by CONSULTANT from time to time, but no more frequently than once a month, and shall be due and payable within thirty (30) calendar days of invoice date. If CLIENT objects to any portion of an invoice, CLIENT shall so notify CONSULTANT within fourteen (14) calendar days of the invoice date, identify the cause of the objection, and pay when due that portion of the invoice not in dispute.

CLIENT shall pay an additional late payment charge of one-and-one-half (1.5) percent (or the maximum percentage allowed by law, whichever is lower) of the invoiced amount per month for any payment received by CONSULTANT more than thirty (30) calendar days from the date of the invoice, excepting any portion of the invoiced amount in dispute and resolved in favor of CLIENT. Payment thereafter shall first be applied to accrued late payment charges and then to the principal unpaid amount.

Payment of invoices is in no case subject to unilateral discounting or set-offs by CLIENT.

Application of the percentage rate indicated above as a consequence of CLIENT's late payments does not constitute any willingness on CONSULTANT's part to finance CLIENT's operation, and no such willingness should be inferred. If CLIENT fails to pay undisputed invoiced amounts within thirty (30) calendar days of the date of the invoice, as set forth hereinabove, CONSULTANT may at any time thereafter, without waiving any other claim against CLIENT and without thereby incurring any liability to CLIENT, suspend this AGREEMENT (as provided for in Section 9, SUSPENSION) or terminate this AGREEMENT (as provided for in Section 10, TERMINATION).

Accordingly, the CONSULTANT will provide all goods and services as set forth in the Scope of Work for the price described in the CONSULTANT's Cost Proposal, attached hereto and incorporated by reference in this AGREEMENT as Attachment B.

#### **6. Limitation of Liability**

CLIENT and CONSULTANT agree to allocate certain of the risks so that, to the fullest extent permitted by law, CONSULTANT's total aggregate liability to CLIENT is limited to \$50,000 or to the proceeds available from CONSULTANT's required insurance coverages, whichever is higher, for any and all injuries, damages, claims, losses, expenses, or claim expenses (including attorneys' and expert witness' fees) arising out of this AGREEMENT from any cause or causes. Such causes include, but are not limited to, CONSULTANT's negligence, errors, omissions, strict liability, statutory liability, breach of contract, breach of warranty, negligent misrepresentation, or other acts giving rise to liability based upon contract, tort, or statute.

#### **7. Insurance**

CONSULTANT maintains workers' compensation and employer's liability insurance of a form and in the amount required by California state law; general liability and automotive liability insurance with limits of one million dollars (\$1,000,000), and professional liability insurance with a limit of one million dollars (\$1,000,000).

CLIENT recognizes that the insurance market can be erratic and that no CONSULTANT can guarantee an ability to maintain the coverages indicated above. CONSULTANT warrants that CONSULTANT will endeavor to do so, within a context of prudent business practices, and will notify CLIENT of any change in coverage no later than ten (10) calendar days after CONSULTANT becomes aware of such change. If any of CONSULTANT's coverages is withdrawn, or if CONSULTANT decides to forgo coverage because a replacement policy will afford inadequate protection and/or will require a significantly increased premium when compared to prior coverage, CONSULTANT and CLIENT shall confer about alternatives available, if any, and shall bargain in good faith in an attempt to achieve conditions acceptable to both, but client's obligations hereunder will not be affected by CONSULTANT's lack of insurance under such circumstances.



## **8. Indemnification**

CONSULTANT agrees to hold harmless and indemnify CLIENT from and against liability to the extent caused by CONSULTANT's negligent performance of the services.

CONSULTANT's opinion of certain conditions that CONSULTANT has evaluated on CLIENT's behalf may diminish the value of property. In order to establish an atmosphere where CONSULTANT feels free to report CONSULTANT's opinions, recommendations for remedial measures, et al., without fear of reprisal, CLIENT shall, to the fullest extent permitted by law, waive any claim against CONSULTANT, and indemnify, defend, and hold CONSULTANT harmless from any claim or liability for injury or loss arising from the theory that CONSULTANT's findings, conclusions, opinions, recommendations, plans, or specifications diminished the value of a property. CLIENT shall also compensate CONSULTANT for any time spent or expenses incurred by CONSULTANT in defense of any such claim. Such compensation shall be based upon CONSULTANT's prevailing fee schedule and expense reimbursement policy.

CONSULTANT shall indicate to CLIENT the information needed for rendering services hereunder, and CLIENT shall provide to CONSULTANT as much of such information that is available to CLIENT. CLIENT shall inform CONSULTANT of reports or other materials prepared by others that relate to CONSULTANT's portion of the work, and CLIENT shall furnish these to CONSULTANT or otherwise help CONSULTANT gain access to them. CLIENT recognizes that CONSULTANT is unable to ensure the sufficiency of such information, either because doing so is impossible, or because of errors or omissions others may have committed when assembling the information. Accordingly, CLIENT shall, to the fullest extent permitted by law, waive any claim against CONSULTANT, and indemnify, defend, and hold CONSULTANT harmless from any claim or liability for injury or loss arising from alleged errors, omissions, or inaccuracies in documents or other information provided to CONSULTANT by CLIENT. CLIENT also shall compensate CONSULTANT for any time spent or expenses incurred by CONSULTANT in defense of any such claim. Such compensation shall be based upon CONSULTANT's prevailing fee schedule and expense reimbursement policy.

## **9. Suspension**

If payment of CONSULTANT's invoices is not maintained on a thirty- (30-) calendar-day-current basis by CLIENT, CONSULTANT may, upon fourteen (14) calendar days' written notice to CLIENT, suspend further services until payment is restored to a current basis, or CONSULTANT may terminate this AGREEMENT. CLIENT may suspend CONSULTANT's services upon fourteen (14) calendar days' written notice. Any suspension by CLIENT exceeding forty-five (45) calendar days shall, at CONSULTANT's option, make this AGREEMENT subject to renegotiation or termination. Any suspension shall extend the performance schedule by an amount of time satisfactory to CONSULTANT, and CLIENT shall compensate CONSULTANT for services performed and expenses incurred prior to the suspension date, plus suspension charges. Suspension charges shall include, but shall not be limited to, fees for service and expenses for putting analyses and documents in order, rescheduling and reassigning personnel and/or equipment, and issuing necessary or customary notices to appropriate government agencies. Compensation to CONSULTANT shall be based upon CONSULTANT's prevailing fee schedule and expense reimbursement policy.

## **10. Termination**

CLIENT or CONSULTANT may terminate this AGREEMENT without penalty. The party initiating termination shall so notify the other party, and termination shall become effective fourteen (14) calendar days after receipt of the termination notice. Irrespective of which party effects termination or the cause thereof, CLIENT shall within thirty (30) calendar days of termination pay CONSULTANT's fees for services rendered and costs incurred, in accordance with CONSULTANT's prevailing fee schedule and expense reimbursement policy. These fees and costs shall include those outstanding at the time of termination.

## **11. Ownership of Instruments of Professional Service**

Plans, specifications, reports, software, calculations, field data, field notes, estimates, and similar documents and materials prepared by or for CONSULTANT as instruments of professional service are CONSULTANT's property. CONSULTANT shall retain these instruments of professional service for five (5) years following submission of final project deliverables, during which period CONSULTANT's instruments of professional service will be made available for CLIENT's review at any reasonable time.

CLIENT agrees that instruments of professional service provided by CONSULTANT to CLIENT may not under any circumstances be altered by any party except CONSULTANT. CLIENT warrants that CONSULTANT's instruments of service will be used only and exactly as submitted by CONSULTANT.



CLIENT understands that CONSULTANT may become liable to third-parties that ill-advisedly rely on CONSULTANT's instruments of professional service under the mistaken assumption that their third-party needs are identical to CLIENT's or that, although their needs differ from CLIENT's, CONSULTANT would nonetheless have performed the identical services to satisfy those different needs. To help prevent problems from arising in this respect, CLIENT shall inform CONSULTANT of any specific third-parties or types of third-parties that CLIENT believes may ask to rely on CONSULTANT's instruments of professional service, and CLIENT shall not under any circumstance permit such reliance except with the express consent of CONSULTANT. CONSULTANT may withhold its consent if the third-party does not agree, in writing, (1) to be bound by the terms of this AGREEMENT, including without limitation, any provision limiting CONSULTANT's liability hereunder, (2) to use such information only for the purposes contemplated by CONSULTANT in performing its services, and (3) to be bound by the qualifications and limitations expressed in the opinions, conclusions, certificate, or report involved. CLIENT's payment of CONSULTANT's invoices, as provided for herein, shall not be made contingent on CONSULTANT's agreeing to permit third-party reliance against CONSULTANT's preferences, and CONSULTANT shall be compensated by CLIENT for whatever additional service and/or risk stems from third-party reliance, if the third-party does not provide compensation per terms and conditions herein. In addition, CLIENT shall, to the fullest extent permitted by law, waive any claim against CONSULTANT, and indemnify, defend, and hold CONSULTANT harmless from any claim or liability for injury or loss allegedly arising from any third-party's reliance on CONSULTANT's instruments of professional service without CONSULTANT's specific authorization to do so. CLIENT also shall compensate CONSULTANT for any time spent or expenses incurred by CONSULTANT in defense of any such claim. Such compensation shall be based upon CONSULTANT's prevailing fee schedule and expense reimbursement policy.

#### **12. Successors and Assigns**

This AGREEMENT and the rights of the parties hereunder may not be assigned and shall be binding upon and shall inure to the benefit of the parties and their successors, heirs and permitted assigns.

#### **13. Dispute Resolution**

The parties agree to attempt to resolve through mediation all claims, disputes, or controversies arising out of, or in relation to the interpretation, application, enforcement, or implementation of this AGREEMENT or provision of the services indicated herein. The parties further agree that CLIENT will require, as a condition for participation in the project and their agreement to perform labor or services, that all contractors, all subcontractors at all tiers, and all suppliers whose portion of the work amounts to five thousand dollars (\$5,000) or more, and their insurers and sureties, shall agree to this procedure.

Should legal action be brought by one party against the other, the non-prevailing party shall reimburse the prevailing party for the prevailing party's documented legal costs, in addition to whatever other judgments or settlement sums may be due. Such legal costs shall include, but not be limited to, reasonable attorney's fees, court costs, forensic consultant and expert witness fees, and other documented expenses, as well as the value of time spent by the prevailing party and those in that party's employ to research the issues in question, discuss matters with attorneys and others, prepare for depositions, respond to interrogatories, and so on. Insofar as CONSULTANT is concerned, the value of time spent and expenses incurred shall be computed based upon CONSULTANT's prevailing fee schedule and expense reimbursement policy.

#### **14. Governing Law**

Unless otherwise provided, the substantive law of the state of California will govern the validity of this AGREEMENT, its interpretation and performance, and remedies for contract breach or any other claims related to this AGREEMENT.

#### **15. Entire Agreement**

This AGREEMENT (including the attachments incorporated herein), constitutes the entire agreement and understanding between the parties and supersedes any prior agreement and understanding relating to the subject matter of this AGREEMENT.

#### **16. Amendment; Waiver**

This AGREEMENT may be modified or amended only by a written instrument executed by the parties hereto. No waiver of compliance with any provision or condition hereof, and no consent provided for herein, will be effective unless evidenced by an instrument in writing duly executed by the party sought to be charged herewith. No failure on the part of any party to exercise, and no delay in exercising, any of its rights hereunder will operate as a waiver thereof, nor will any single or partial exercise by any party of any right preclude any other or future exercise thereof or the exercise of any other right.

**17. Exercise of Rights and Remedies**

Except as otherwise provided herein, no delay of or omission in the exercise of any right, power or remedy accruing to any party as a result of any remedy, nor shall it be construed as a waiver of or acquiescence in any such breach or default, or of any similar breach or default occurring later; nor shall any waiver of any single breach or default be deemed a waiver of any other breach or default occurring before or after that waiver.

**18. Reformation and Severability**

In case any provision of this AGREEMENT shall be invalid, illegal or unenforceable, it shall, to the extent possible, be modified in such a manner as to be valid, legal and enforceable, but so as to most nearly retain the intent of the parties, and if such modification is not possible, such provision shall be severed from this AGREEMENT, and in either case, the validity, legality and enforceability of the remaining provisions of this AGREEMENT shall not in any way be affected or impaired thereby.

**19. Counterparts**

This AGREEMENT may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same instrument. Facsimile or email transmission of any signed original document or retransmission of any signed facsimile or email transmission will be deemed the same as delivery of an original. At the request of any party, the others will confirm facsimile or email transmission by signing a duplicate original document.

**20. Notices**

Each notice, demand, waiver, consent and other communication required or permitted to be given hereunder will be in writing and will be sent either by (i) personal delivery, (ii) registered or certified first-class mail, postage prepaid and return receipt requested, (iii) national commercial courier service, or (iv) facsimile, in each case addressed as follows:

(a) If to CONSULTANT, addressed to it at:

MBK Engineers

455 University Ave, Suite 100

Sacramento, CA 95825

(b) If to CLIENT, addressed as follows:

Sacramento River Settlement Contractors


P.O. Box 150

Willows, CA 95988

Each such notice and other communication given by (w) personal delivery will be deemed given when it is delivered, (x) mail will be deemed to have been given five days after it is deposited in the United States mail in the manner specified herein, (y) national commercial courier service will be deemed to have been given the first Business Day after it is delivered to such service, and (z) facsimile will be deemed to have been given when it is so transmitted and the appropriate confirmation of transmittal is received. Any party may change its address for the purpose hereof by giving notice in accordance with the provisions of this Section.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their undersigned officials as duly authorized.

MBK Engineers

By:   
Name and Title: Len Bergfeld, President  
Date: 5/18/2021  
Federal ID Number: 94-2282149

Sacramento River Settlement Contractors Authority:  
By:   
Name and Title: Robert L. Linneman, Chairman  
Date: 4-29-2021

## 2023

### Scope of Work and Budget Estimate for SRSC Corporation

#### Background

The purpose of this document is to assist with the understanding of the numerous activities that arose in 2022, and the potential need for the Sacramento River Settlement Contractors (SRSC) Corporation, with assistance from MBK Engineers (MBK) as needed, to continue monitoring, analyses, and providing direction in these same work items in 2023. Therefore, the following Scope of Work lists tasks to be performed by MBK to assist the SRSC Corporation during the calendar year 2023 based largely on the tasks directed to and undertaken by MBK Engineers during the calendar year 2022 which are briefly summarized below. This Scope of Work applies under the previously executed Master Services Agreement executed May 18, 2021, for 2023 efforts.

#### Tasks

MBK's level of assistance has typically varied from year to year based on hydrologic conditions. The SRSC Corporation requests additional assistance in drier years when there is additional water supply uncertainty and a greater need for forecasting and operational modeling. In drier years there is also typically additional coordination, through more frequent meetings and communications. In wetter years the SRSC Corporation requires less assistance, with less forecasting, modeling, and communication needed. While it is unclear how the hydrology will unfold for calendar year 2023, the following are the major tasks where MBK may provide technical assistance.

##### Task 1: Support SRSC Operations

MBK's "normal" activity and tasks for the SRSC include efforts for the Shasta Critical Year Determination and Diversion Coordination, along with attendance at BOD and SRSC meetings. MBK reviews forecasts to provide insight on the Shasta Critical Year Determination, which is typically a larger effort when estimates are close to the threshold. The SRSC Portal is maintained to assist with overall system operation, and regular meetings with Reclamation help inform real-time Shasta and Sacramento River operations for both Reclamation and SRSC Managers. Reclamation is accessing and using the Portal for its coordinated operations despite transitions in CVO staff, and in 2022 use of the Portal was critical for meeting the agreed-to Keswick release schedule and maintaining flow/stage targets at Wilkins Slough. The Portal use and diversion coordination efforts are more significant in dry years when operational changes (both by Reclamation and individual SRSC) directly impact SRSC. MBK also participates in the multi-agency Upper Sacramento Scheduling Team on behalf of the SRSC, to provide operational insight in the spring and fall months.

As the operational and regulatory challenges increase the "normal" has MBK providing support through assistance with various agencies. These tasks include assisting Reclamation and DWR with refining current evaluations of accretions and depletions which are more significant during drier years, reviewing the SWRCB's curtailment tool (which affects water use in the watershed) and providing input relative to SRSC demand, and participating in the multi-agency Sacramento River Temperature Task Group (SRTTG) to inform decisions related to temperature management. As a result of the SRSCs continued effort for strong science, accountability of the various regulatory agencies, and the current/future Biological Opinions for CVP Operations, the SRSCs have become involved in these and numerous other activities.

MBK will continue to participate in these activities, develop and provide technical input as directed, and to share information as needed. The SRSC is holding a weekly operations call to be up-to-date and ensure actions are being followed through on.

### Task 2: 2023 Water Supply Modeling, Monitoring, and Scheduling

MBK will provide technical support to review and analyze forecasts of hydrologic conditions, conduct operations modeling, provide input to and review temperature modeling, and evaluate water supply scenarios to understand potential effects on the SRSC. This may also include review of modeling and modeling results from Reclamation or their consultants, or other SRSC consultants. MBK will continue to summarize and communicate any significant findings to SRSC.

As previously described, the level of effort needed specifically for 2023 water supply efforts will vary significantly based on hydrologic conditions. If conditions remain dry, temperature management challenges are likely in 2023 and operations will be constrained by the Interim Operations Plan and Temperature Management Plan. Dry conditions are likely to increase the analyses and frequencies of the activities and meetings identified under this task and Task 1. There may be added activities such as participation in “Meet and Confer” meetings, coordination with Reclamation relative to SRSC contract administration (accounting and flexibilities), review of accounting under the Coordinated Operations Agreement, review of CVP Temporary Urgency Change Petitions, participation in SWRCB workshops on temperature management and/or curtailments, and monitoring of actual operations (releases, diversions) compared to schedules.

### Task 3: Planning

MBK will participate in specific planning processes as directed by the SRSC, to the level directed by the SRSC. Prior involvement has included monitoring the SWRCB’s Water Quality Control Plan Update and Voluntary Agreement process, the SWRCB’s Water Unavailability Tool and curtailment methodology, the water transfer improvement process, and the Delta Conveyance Project (although the majority of these tasks have occurred and will continue to occur through NCWA). However, MBK will summarize and communicate any significant findings to SRSC. On behalf of the SRSC, MBK will participate in the California Water Plan 2023 Update through its stakeholder process and review associated documents to develop and provide technical input. MBK will also participate in various Reclamation planning processes as they arise and as directed by SRSC to the extent they may affect Shasta operations and the SRSCs (such as TCD improvement evaluations).

Participation in the Reconsultation process including review of the draft and final Biological Opinion (BiOp) is not included within this Scope of Work (see separate Scope of Work provided as a draft on August 25, 2022). To the extent the Reconsultation process may affect Shasta operations in 2023, MBK will summarize and communicate any significant findings to SRSC.

## Estimated Cost

The level of assistance by MBK will be driven largely by hydrology and based on what information is requested throughout the year. Based on our current understanding of anticipated conditions for 2023 and likely operational challenges at Shasta, we anticipate efforts to be similar to 2022. Therefore, the estimated budget for 2023 is approximately \$375,000, which includes Task 1: \$150,000; Task 2:

\$175,000; and Task 3: \$50,000. The estimated costs include coordination and communication with SRSC, other experts, and Reclamation.

By: Lee Bergfeld

Lee Bergfeld, President  
MBK Engineers

Date: 2/17/2023

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

Roger Cornwell, Chairman  
Sacramento River Settlement Contractors Authority

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



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## SCHEDULE OF FEES

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1. Standard Fees:

	<u>Per Hour</u>
Principal/Principal Engineer	\$220–290
Supervising Engineer	200–275
Senior Project Manager	200–275
Senior Engineer	170–240
Project Manager	170–230
Engineer/Hydrologist	140–200
GIS Professional	130–200
Water Resources Associate	110–190
Assistant Engineer	110–190
Prevailing Rate Surveyor, Chief of Party	209*
Prevailing Rate Surveyor, Rodman/Chainman	194*
GIS Specialist	90–160
Technician/Drafter	90–160
Junior Engineer	90–135
Engineering Aide	50–95
Technical Editor	60–135
3-Person Survey Crew	350
2-Person Survey Crew	295

\*Subject to CA Department of Industrial Relations (DIR) wage determinations

2. Time spent in appearances at courts or quasi-judicial State or Federal boards and commissions is billed at \$500 per hour for principals and supervising engineers, \$450 per hour for registered engineer staff, and \$275 per hour for other staff.
3. Automobile mileage is billed at the Federal reimbursement rate. Local mileage (less than 20 miles) will not be billed.
4. All other direct non-salary expense, including, but not limited to, transportation and subsistence, commercial printing, reproduction costs, and similar out-of-pocket expenses are billed at actual cost plus a service charge of 10%. Use of GPS equipment is billed at \$60 per hour. Use of MBK owned boat will be billed at \$155/day. Use of MBK owned drones will be billed at \$150/day or as specified in a separate agreement. Professional services provided by others billed through MBK will be billed at cost plus a service charge of 5% or as specified in a separate agreement.
5. Billings will be made monthly and payment will be due within 45 days. Accounts not paid within 90 days of presentation will bear interest at the rate of 1½% per month or fraction thereof from the billing date unless other arrangements are made in advance.
6. If accounts are not paid within 90 days of presentation, the firm may retain an attorney to obtain payment. In the event that it does so and payment of all or part of the account is thereafter obtained, reasonable attorney's fees and other costs incurred to obtain such payment shall also be paid, or if payment is obtained by Judgment, shall be awarded as part of the Judgment.

January 24, 2023

**CONSULTING AGREEMENT**  
**Consulting Services**  
**Contract #1349**

This CONSULTING AGREEMENT (EXHIBIT 1) is made and entered into by and between Watercourse Engineering, Inc. at 424 Second Street, Suite B, Davis, CA 95616 (Watercourse) (“CONSULTANT”), and the Sacramento River Settlement Contractors (SRSC). SRSC and CONSULTANT are hereinafter also referred to collectively as the “Parties” and individually as a “Party”.

The Parties hereby agree as follows:

**Term:**

The term of this CONSULTING AGREEMENT shall commence on January 1, 2023, and shall expire on January 31, 2024, unless earlier terminated pursuant to Termination section.

**Scope of Work**

As more particularly described below, CONSULTANT will provide technical assistance to SRSC. CONSULTANT’S work will include technical support outlined in EXHIBIT 1. Compensation for such work will be based on the rate set forth below under Compensation and Services. CONSULTANT’S duty is owed to SRSC only.

**Relationship of the Parties:**

CONSULTANT will at all times be an independent contractor and not an employee of SRSC. The manner in which the CONSULTANT shall render services to SRSC will be within CONSULTANT’S sole control and discretion, subject to the terms of this Agreement. Nothing herein or done in furtherance of this Agreement shall cause either Party to be the principal, agent, partner or joint venture with the other for any purpose whatsoever, and neither Party hereto shall have the authority to obligate or bind the other in any matter whatsoever *vis-à-vis* any third-party or entity. As a consultant to SRSC, CONSULTANT will not be included in or be a part of any of SRSC employee health and benefits plans, nor will he be covered by SRSC’s professional liability coverage. Professional liability insurance is the sole responsibility of CONSULTANT.

**Compensation and Services:**

CONSULTANT shall be paid as per the rates included in EXHIBIT 2. CONSULTANT will be reimbursed for reasonable and necessary travel costs and incidental expenses. Any single travel cost or incidental expense in excess of \$1,000, or total travel costs or incidental expenses in excess of \$1,000, must be approved in advance by SRSC. CONSULTANT will submit invoices for payment of all work performed or payments due under this Agreement. CONSULTANT shall submit an invoice for the remaining sum due under this Agreement upon the completion or termination of this Agreement.

**Invoicing and Payments:**

CONSULTANT shall submit invoices to SRSC for progress payments by the 5<sup>th</sup> of each month but not more than once each month. Such invoices will represent the value of the completed Scope of Services and will be prepared in a form and supported by documentation as SRSC may reasonably require. SRSC will make payment to CONSULTANT within thirty (30) days of receiving the invoice from the

January 24, 2023

CONSULTANT. Payment will be made for the approved invoice amount, less any retainage specified elsewhere in this Agreement.

Final payment of any balance will be made upon completion of the Scope of Services, and receipt of all deliverables and all Project-related documents and data that are required to be furnished under this Agreement. Final payment will be made within thirty (30) days of receipt of the final invoice from the Consultant.

**Performance, Completion, and Acceptance:**

The standard of care applicable to CONSULTANT'S services will be the degree of skill and diligence normally employed by professional engineers or consultants performing the same or similar services. CONSULTANT will re-perform any services not meeting this standard without additional compensation. If such deficiencies are not corrected in a timely manner, SRSC may cause the same to be corrected and deduct costs incurred from CONSULTANT'S compensation.

After submission of the final work product and when CONSULTANT deems the Scope of Services completed, CONSULTANT will give SRSC notice thereof in writing. Within thirty (30) days after receipt of such notice, SRSC will determine if the Scope of Services has been completed to its satisfaction; if so, SRSC will advise CONSULTANT in writing of its final acceptance thereof; if not, SRSC will advise CONSULTANT of its lack or failure of performance and CONSULTANT will take remedial action as described above and will repeat the procedure stated herein until the Scope of Services has been satisfactorily completed and accepted.

**Modification to Scope of Services:**

SRSC may adjust the Scope of Services described in each Task Order by either adding to or deleting from the services to be performed. If such adjustment increases or decreases the cost or time required for CONSULTANT'S Scope of Services, adjusted compensation and/or time will be mutually agreed upon in writing. Additional Services provided by CONSULTANT will be entitled to additional compensation or extension of time only as authorized in writing by SRSC.

**Termination:**

Either Party may terminate this Agreement at any time by written notice. Any party terminating the contract shall also notify the other party by telephone. This Agreement may also be terminated or superseded by mutual consent. The terms of this contract regarding confidentiality shall continue to apply after any termination of the Agreement.

**Insurance and Indemnification:**

CONSULTANT will maintain throughout this Agreement the following insurance and will submit certificates verifying such to SRSC:

- (1) Worker's compensation and employer's liability insurance as required by the state or province where the work is being performed.
- (2) Comprehensive automobile and vehicle liability insurance covering claims for injuries to members of the public and/or damages to property of others arising from use of motor vehicles, including onsite and offsite operations, and owned, non-owned, or hired vehicles, with \$1,000,000 combined single limits.
- (3) Commercial general liability insurance covering claims for injuries to members of the public or damage to property of others arising out of any negligent act or omission of CONSULTANT or any of its employees, agents, or subcontractors, with \$1,000,000 combined single limits.
- (4) Professional liability insurance of \$1,000,000 per claim.



January 24, 2023

- (5) SRSC, as applicable, will be named as an additional insured with respect to CONSULTANT'S liabilities hereunder in insurance coverages identified in items "2," and "3," and CONSULTANT waives subrogation against SRSC as to said policies.

All insurance certificates will state that the insurance carrier will give SRSC thirty (30) days' notice of any cancellation or material change of the policies.

CONSULTANT agrees, to the limit of available proceeds of identified insurance policies, to indemnify, defend, and hold SRSC harmless from any and all claims, liabilities, obligations, governmental penalties, fines, and causes of action of whatsoever nature, including injury or death of any person or damage to or destruction of any property resulting from any and all negligent acts or omissions of CONSULTANT or any Lower Tier Subconsultant, including court costs and attorney's fees, excluding only those caused by the sole negligence of SRSC .

**Confidentiality:**

CONSULTANT'S work under this Agreement shall be confidential. CONSULTANT may not disclose the results of his work or the terms of this Agreement to anyone without the prior written approval of SRSC. CONSULTANT may not disclose any communications with SRSC without the prior written approval of SRSC. This Confidentiality provision shall continue to apply after expiration or termination of the Agreement.

**Assignment:**

This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the Parties, but neither this Agreement nor any of the rights, interest, obligations hereunder may be assigned by either Party without the prior written consent of the other Party.

**Compliance with Law:**

Each Party agrees that it will comply with all applicable laws and regulations in effect as of the date of execution of this Agreement.

**Force Majeure:**

Neither Party shall be liable for failure to perform or delay in performing its obligations under this Agreement, and shall not be deemed to be in breach of its obligations hereunder, if and to the extent and for so long as such failure or delay in performance or breach is due to natural disaster, wars, strikes or labor disputes or other cause beyond the reasonable control of such Party.

**No Guarantee:** Although CONSULTANT will discharge its obligations pursuant to this Agreement in conformity with the a degree of care and skill conforming to the professional standards in its field prevailing at the time the work is performed and may provide SRSC with what it deems to be the most complete and accurate data, analysis or opinion concerning the subject matter of this Agreement, CONSULTANT cannot guarantee any particular outcome or result with respect to any legal or regulatory proceeding or process in which SRSC may rely upon or otherwise use CONSULTANT'S services and work product provided hereunder.

**Governing Law:**

This Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to its conflict of laws statutes. The Parties understand and agree that the Sacramento County Superior Court shall be the sole and exclusive venue for any legal proceeding and the adjudication or any cause of action, claim or suit arising from or related to this Agreement. If any such legal proceeding is filed, it must be filed in said Court and no other Court.

January 24, 2023

**Complete Agreement:**

This Agreement, together with all Exhibits appended hereto the terms of which are incorporated reference as though set forth in full, constitute(s) a single, fully integrated writing that memorializes the entire agreement by and between CONSULTANT and SRSC relative to the matters set forth herein. There are no promises, side-agreements, representations, or warranties of any kind, oral or written, express or implied, except as expressly set forth herein. All prior discussions and negotiations have been and are merged into, and are superseded by, this writing.

**Modification:**

This Agreement may be modified only by a subsequent written document, signed by the Parties.

January 24, 2023

**ACCEPTED:**

**SRSC:**

**SACRAMENTO RIVER SETTLEMENT CONTRACTORS**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Company: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Contact Information:

Name: Thaddeus Bettner  
Title: General Manager, Glenn Colusa Irrigation District  
Address: P.O. Box 150 Willows, CA 95988  
Phone: 530-934-8881(Office); 530-588-3450 (Cell)  
Email: tbettner@gcid.net

**CONSULTANT:**

**WATERCOURSE ENGINEERING, INC.**

By: \_\_\_\_\_  
Name: Michael L. Deas, Ph.D., P.E.  
Company: Watercourse Engineering, Inc.  
Title: Principal  
Date: \_\_\_\_\_

Company Contact/Information

Name: Michael L. Deas  
Title: Principal  
Address: 424 2<sup>nd</sup> Street, Suite B, Davis, CA 95616  
Phone: 530-750-3072  
Fax: 530-750-3074  
Email: [mike.deas@watercourseinc.com](mailto:mike.deas@watercourseinc.com)  
Employer Identification Number: 68-046818

**EXHIBITS**

EXHIBIT 1: Scope of Work

EXHIBIT 2: Watercourse Engineering, Inc. 2023 Rates



# Technical Memorandum

Date: January 24, 2023

To: Thad Bettner, Glenn Colusa Irrigation District

Copies: Louis Jarvis, Glenn Colusa Irrigation District

From: Mike Deas, Watercourse Engineering Inc.

Re: 2023 Scope of Work for Consulting Support

## **Flow and Temperature Modeling and Related Activities: 2023**

Proposed work for 2023 includes several tasks that support technical support related to flow and temperature conditions and simulation models, as well as support for the Sacramento River Science Partnership. These topics are represented herein by two tasks:

Task 1: Technical support

Task 2: Sacramento River Science Partnership (SRSP)

Each task and deliverable are described below.

1. **Technical Support:** Technical support consists of
  - a) general activities: attending meetings, ongoing communications, review of pertinent materials, and similar.
  - b) modeling support: using the current SLM and KRM framework, assess specific applications including forecast of 2023 condition and other simulations as directed by SRSC.

Deliverables: Deliverables will be identified in response to temperature management activities and associated activities carried out by multiple agencies on the Sacramento River. Support will also include strategic planning and other activities as needed.

2. **Sacramento River Science Partnership Activities:** SRSP activities are associated with partnership development, support of science related tasks, and participation in SRSP activities. Activities include reviewing and commenting on program documents, participating in meetings, developing science documents,

participating in conferences, and similar tasks. Specific deliverables will be identified as needed.

Deliverables: Deliverables will be identified on an as needed basis.

## Budget

Project Task	Labor Costs/Hours						
	Project Manager/ Principal Engineer	Senior	Staff Scientist	Technical II	Field	Admin	Total Cost (\$)
	Hourly Rates						
	\$219.37	\$174.72	\$142.66	\$116.83	\$81.85	\$63.42	
Task 1: Technical Support	96	0	144	0	0	0	\$41,603
Task 2: Sacramento River Science Partnership	32	0	0	0	0	0	\$7,020
Administration	0	0	0	0	0	12	\$761
					Personnel Subtotal		\$49,383
						TOTAL	\$49,383

## Schedule

Task	2023 Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	2024 Jan
Task 1: Technical Support													
Task 2: Sacramento River Science Partnership													

## Exhibit 2

Watercourse Engineering, Inc. - Rates 2023

Staff	Rate (\$/hr)
Project Manager/Principal Engineer	\$ 219.37
Senior	\$ 174.72
Staff Scientist	\$ 142.66
Technical II	\$ 116.83
Field	\$ 81.85
Admin	\$ 63.42

## CONSULTING AGREEMENT

This Consulting Agreement (“**Agreement**”) is entered into as of November 1, 2022, by and between Sacramento River Settlement Contractors of PO BOX 150, Willows, CA 95988 (hereinafter referred to as “**Client**”), and S.P. Cramer & Associates, Inc. dba: Cramer Fish Sciences of 7525 NE Ambassador Pl. STE C, Portland, OR 97220 (hereinafter referred to as “**Subconsultant**”).

Subconsultant has a background in Fisheries Science related environmental issues and is willing to provide services to Client based on this background.

Client desires to have services provided by Subconsultant.

For and in consideration of the mutual promises herein contained, Client and Subconsultant agree as follows:

### 1. SCOPE OF SERVICES

Subconsultant agrees to perform the services set forth in the Scope of Services attached as **Exhibit A** hereto, which exhibit is incorporated herein by this reference. Any modifications to the Scope of Services, including the compensation, shall be agreed upon in writing by Client and the Subconsultant.

### 2. PERFORMANCE OF SERVICES

Time is of the essence in this Agreement. Subconsultant shall perform all services under this Agreement in accordance with the schedule provided to it by Client. Neither Client nor Subconsultant shall be liable to the other for delay in performing under this Agreement, or for the direct or indirect cost resulting from such delay, if such delay is directly caused by labor strike, riot, public disturbances, war, fire, extraordinary weather conditions or natural catastrophe, or any other cause beyond the reasonable control of either party, provided that the party asserting such an event as a cause of delay shall give the other party written notice of the same within five (5) days of the occurrence of the event giving rise to the delay. The contract between Client and Subconsultant is for time, materials, and expenses.

### 3. COMPENSATION AND PAYMENT

Total compensation for the performance of the Scope of Services shall not exceed the amount set forth on the Scope of Services, unless modified in writing by both parties.

- a. Subconsultant invoices shall, at a minimum, identify the individuals, dates, hours, and brief description of the work performed.
- b. Subconsultant invoice terms will be Net 30.
- c. Subconsultant shall be entitled to reimbursement for all “out of pocket” expenses, including but not limited to:
  - i. Transportation expenses including IRS mileage rates for Subconsultant (company and employee) owned vehicle miles, parking, and any needed rental car use
  - ii. Meals and Lodging - direct expense
  - iii. Specialty equipment use fees
- d. Subconsultant reserves the right to increase their billing rates annually (each January 1<sup>st</sup>) up to 5%.
- e. Subconsultant reserves the right to charge an administrative charge for sub-subconsultant work, up to 10% of sub-subconsultant charges.
- f. Upon termination of this Agreement, payments under this paragraph shall cease; provided, however, that Subconsultant shall be entitled to payments for periods or partial

periods that occurred prior to the date of termination and for which Subconsultant has not yet been paid.

4. TERMINATION

This Agreement may be terminated by either party, without cause, upon ten (10) days written notice. This agreement may be terminated with cause if either party fails substantially to perform through no fault of the other and does not commence correction of such nonperformance upon receipt of written notice thereof or the breaching party fails to diligently complete the correction thereafter. Upon termination, Subconsultant will submit a final invoice for services performed and expenses incurred to the date of termination. Client shall promptly make payment for such services and expenses to Subconsultant upon approval of work.

5. INDEPENDENT CONTRACTOR

It is understood and agreed that Subconsultant (including Subconsultant's employees and any and all of its sub-subconsultants, and their respective employees, retained by Subconsultant), in the performance of the work and services agreed to be performed by Subconsultant, shall act as and be an independent contractor and not an agent or employee of Client. Accordingly, Subconsultant will be responsible for all taxes, including federal, state, and local taxes and business licenses or fees arising out of the services for this Agreement. Nothing contained in this Agreement shall be deemed to create any partnership, joint venture or relationship of principal and agent or of employer and employee between Subconsultant and Client, and/or any parent company, affiliate, agent, or employee of, or partner, joint venturer, co-principal or co-employer with, Client.

6. INSURANCE REQUIREMENTS

Subconsultant shall procure and maintain during, the life of this Agreement the following minimum insurance coverage:

- a. Comprehensive General Liability Insurance  
\$1,000,000 per occurrence for bodily injury and property damage  
\$2,000,000 aggregate limit
- b. Automobile Bodily Injury Liability and Property Damage Liability Insurance  
\$1,000,000 per accident
- c. Errors and Omissions/Professional Liability Insurance  
\$1,000,000 each occurrence  
\$1,000,000 aggregate limit
- d. Workers' Compensation Insurance  
Subconsultant shall procure and maintain such workers' compensation as is required by the laws of all jurisdictions in which any portion of the Scope of Services is to be performed.

7. NOTICES

All notices or other official correspondence required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered (1) in person or (2) mailed by first class registered or certified mail, postage prepaid, addressed as follows:

To Subconsultant:

Cramer Fish Sciences  
7525 NE Ambassador Pl., STE C  
Portland, OR 97220



To Client:

Sacramento River Settlement Contractors  
PO BOX 150  
Willows, CA 95988

Such address may be changed from time to time by either party by providing written notice to the other in the manner set forth above.

8. ENTIRE AGREEMENT

This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

9. AMENDMENT

This Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.

10. SEVERABILITY

If any provision of this Agreement is held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

11. WAIVER OF CONTRACTUAL RIGHT

The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

12. COUNTERPARTS

This Agreement may be executed in counterparts and transmitted by facsimile or electronic mail (e-mail) by and to each of the parties, and each such counterpart shall be deemed an original, and all of them together shall constitute a single instrument. The parties further agree that this Agreement may be executed by facsimile/electronic signature or in a PDF file sent by e-mail, and that any facsimile/electronic signature or signature contained in a PDF file shall be binding upon the party providing such signature as if it were the party's original signature. Each party represents and warrants that the person who is executing this Agreement on its behalf has the full power and authority to execute this Agreement on its behalf and to bind it to the terms hereof.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates indicated below.

SUBCONSULTANT: Cramer Fish Sciences

By \_\_\_\_\_

Date

Name \_\_\_\_\_

Title \_\_\_\_\_

CLIENT: Sacramento River Settlement Contractors

By \_\_\_\_\_

Date

Name \_\_\_\_\_

Title \_\_\_\_\_

## **EXHIBIT A**

### **Task 1. Collaborative science support**

- Participation in winter-run PWT, SRSP, VA science committee, JPE team, and other science forums if requested by SRSC.
- Coordination and communication with SRSC

Annual Budget: \$65k

Schedule: Throughout 2023.

### **Task 2. Biological assessment support and analysis**

- Sacramento River and winter-run related analyses to be provided to Reclamation for use in the Biological Assessment.

Annual Budget: Uncertain, expect not to exceed \$55k

Schedule: Completed by June 2023

### **Task 3. Winter-run genetic data analysis, synthesis and reporting**

- Analyzing and interpreting winter-run genetic data from 2016, 2020, 2021 and 2022. Does not include laboratory costs for running tissues samples which have been covered by previous agreements or be Reclamation.

Annual Budget: Uncertain, expect not to exceed \$45k

Schedule: Completed by June 2023

### **Task 4. Martin model manuscript preparation**

- Statistical and literature review of temperature egg survival patterns, approach for managing water based on this information.

Annual Budget: Not to exceed \$52k

Schedule: Submitted for peer review by April 2023

### **Task 5. Planning and developing additional scientific investigations**

- Time required for developing scientific investigation that are not covered by one of the other tasks listed in this scope of work. For example: sources of predation loss for winter-run juveniles, improving juvenile production estimates at RBDD and/or GCID, fry production monitoring at ACID or other location, etc.

Annual Budget: Uncertain, expect not to exceed \$25k

Schedule: Throughout 2023 as needed

### **Task 6. Spawning habitat evaluation upstream of ACID**

- Assess suitability of spawning habitat in this river segment where most winter-run spawning occurs. Habitat assessment will include mapping depth-specific velocities (ADCP), substrate size distributions (video and core samples) and compare substrate size with winter run female sizes. Identify areas where incubation success is likely to occur under existing conditions and where it is poor. Recommend how to enhance spawning and incubation success in this river segment to support a minimum viable population.

Annual Budget: \$115k

Schedule: Technical report completed by September 2023

**Task 7.** Trapping adult winter-run Chinook at ACID dam for thiamine treatment

- Developing approach for collecting adult winter-run Chinook as they exit from south fish ladder at ACID dam. If we are able to develop a feasible plan supported by the fish agencies.

Annual Budget: Concept development and agency consultation not to exceed \$50k. Cost of trap construction, trap installation and trap operations to be determined.

Schedule: Field work completed by August 2023

**Task 8.** Fall-run in-river egg incubation survival study

- Direct measurement of fall-run Chinook egg incubation survival in the Sacramento River. This study could begin at the end of September 2023 if our take permit application is approved by NMFS.

Annual Budget: \$191k

Schedule: With agency cooperation, study completed by December 2023. Otherwise, will roll over into 2024.

**Task 9.** Winter-run in-river egg incubation survival study

- Direct measurement of winter-run Chinook egg incubation survival in the Sacramento River. This study could begin in July 2023, but would require special approval by fish agencies (insufficient time for normal permitting in 2023). We are pursuing a Section 10 permit for this study under this task that, if approved, would allow the study to occur in 2024.

Annual Budget: \$191k

Schedule: With agency cooperation, study completed by December 2023. Otherwise, this study will roll over into 2024.

**Task 10.** Genetic analysis of 2023 winter-run adults and juveniles

- Genetically analyze tissue samples from 1,000 adult and 2,000 juvenile winter-run Chinook salmon from the 2023 spawning population. Analyze data to estimate spawner abundance, sex ratio, spawner egg-to-smolt survival, effective population size, differential recruitment, and effective proportion of hatchery origin spawners.

Annual Budget: \$192k

Schedule: Begin laboratory analysis upon receiving BY2023 samples from USFWS, report summarizing results not available until 2024.

## **J BOND CORPORATION**

**dba Bond Tax & Financial Services**

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February 20, 2023

Sacramento River Settlement Contractors  
P.O. Box 150  
Willows, Ca. 95988

Board of Directors

I have been asked to provide a proposal to prepare the 2022 annual filing of the Sacramento River Settlement Contractors Organization Exempt Tax Returns – Internal Revenue Service – Form 990-EZ and California Exempt Organization Form 199.

The professional fee to file the annual tax returns will be structure as time and material. For the year 2022, the fee will not exceed \$ 1,020.00

Billing rate is \$ 200.00 per hour

Materials expense include the tax processing charges

Mileage charges are at the annual federal standard rate

As to additional tax or accounting work, I will charge my time at the above billable rate.

If you have questions, please give me a call.

Thank you



James L. Bond