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Th12b/13a

CDP 9-21-0165/CC-0004-21 (RTI Infrastructure)

July 22, 2021

EXHIBITS 1-6

- Exhibit 1 – Proposed Marine Cable Route
- Exhibit 2 – Locations of Proposed Bore Pipes (Terrestrial Habitat Components)
- Exhibit 3 – Sensitive Communities and Special Status Plant Species
- Exhibit 4 – Cable Route near Humboldt Open Ocean Disposal Site (HOODS)
- Exhibit 5 – MND Mitigation Measures Incorporated into this CDP
- Exhibit 6 – Letter Agreement regarding Participation of Non-Trawl Fishermen in North Coast Fishermen’s Cable Committee and Draft Amended and Restated Northern California Cable & Fishing Agreement

Figure ES-1. Proposed Project Phases



Figure 2-1. Terrestrial Project Components



Figure 3.4-2. Aquatic Resources, Sensitive Natural Communities, and Special-Status Plants in the BSA

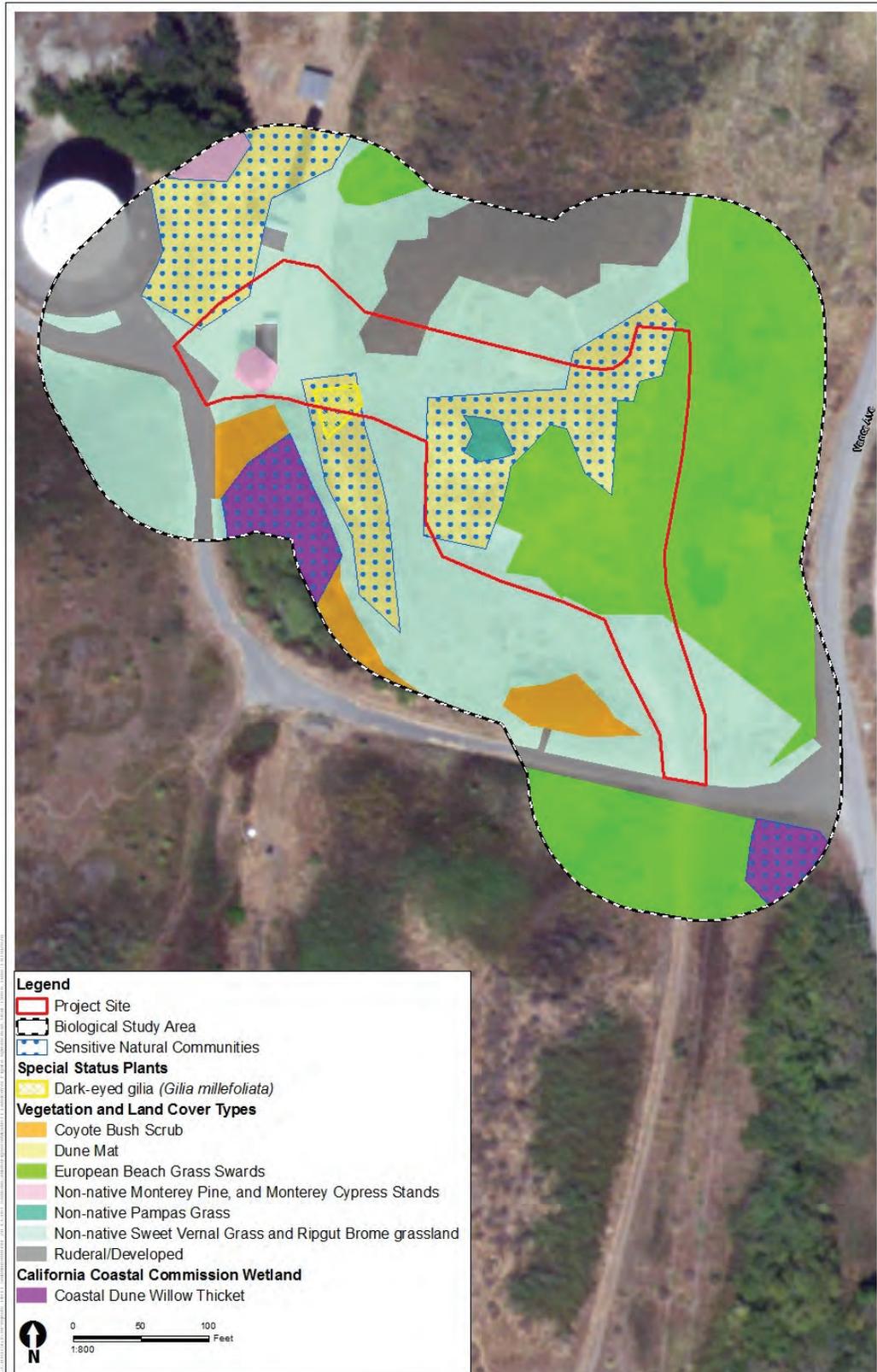


Exhibit 4

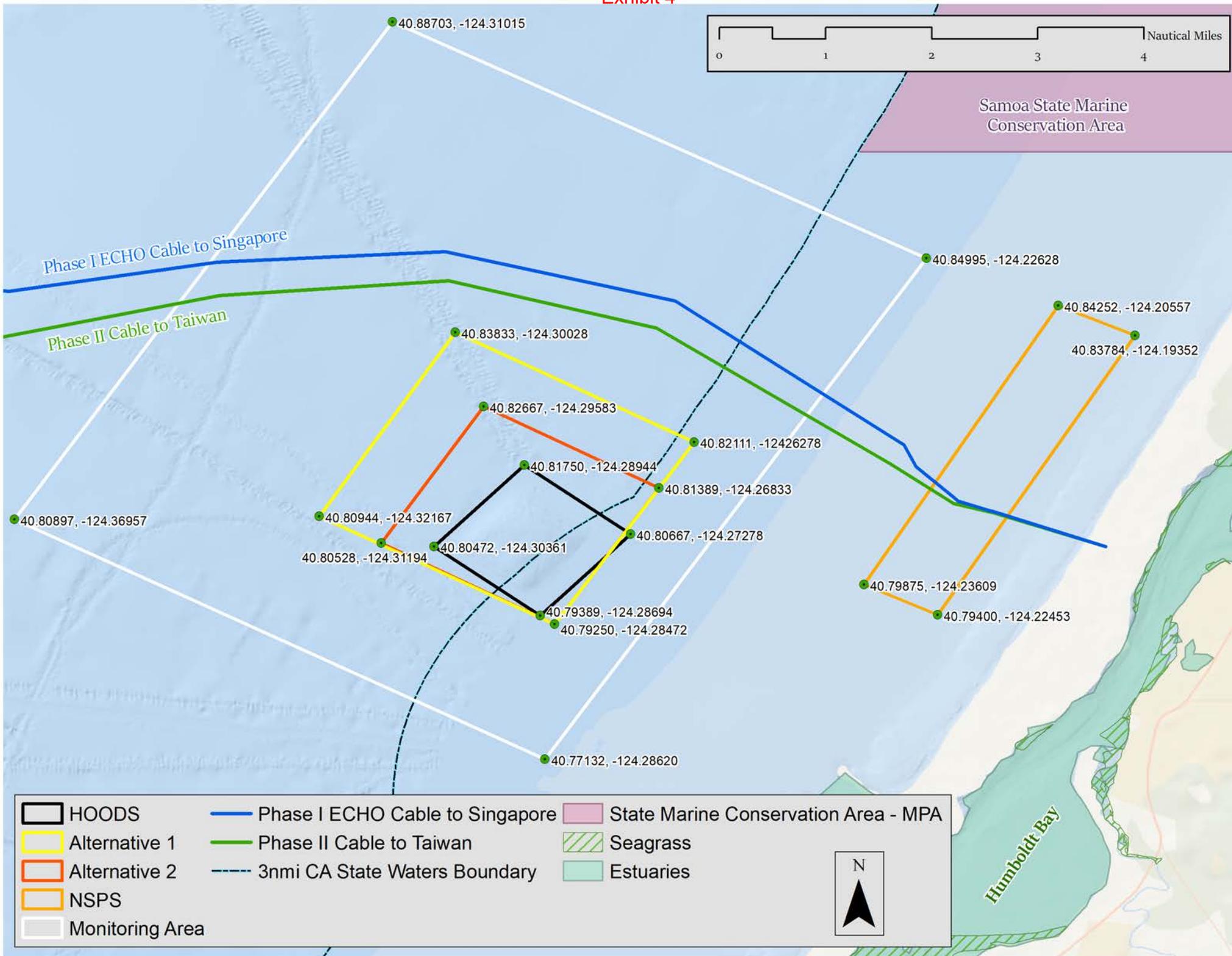


Table 4-1. Mitigation Monitoring Program

Potential Impact	Mitigation Measure (MM)	Location	Monitoring/ Reporting Action	Effectiveness Criteria	Responsible Party	Timing
Biological Resources						
Impacts on Special-Status Species and Habitats	<p>MM BIO-1: Provide Worker Environmental Awareness Training. The Applicant shall provide an environmental awareness training before starting construction activities for all construction personnel (including new personnel as they are added to the Project) working on the terrestrial and marine Project components. This training would be given by biological monitors and cultural monitors (approved by CSLC staff) to help the trainees understand the following:</p> <ul style="list-style-type: none"> • Surrounding common and special-status species and their habitats • Applicable regulatory requirements • MMs designed to avoid or minimize impacts on sensitive resource areas <p>The training materials shall be developed and approved by the CSLC staff at least 30 days before starting Project activities in the terrestrial and marine work areas. The biological monitors shall maintain a list of all contractors who have been trained and shall submit this list and the final training material to CSLC staff within 30 days after construction starts and shall provide an updated final list after construction is completed.</p> <p>The lead environmental monitor shall be the main contact for reporting any special-status species observed in or near the Project area by any employee or</p>	Terrestrial and marine Project areas	<p>Training materials approved by CSLC staff 30 days before construction starts</p> <p>Onsite monitor to submit list of trained personnel and training materials to CSLC within 30 days after construction starts and after construction is completed</p>	Implementing MM will educate construction workers regarding special-status species and habitat	Applicant and CSLC	Before, during, and after construction

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	contractor. The Applicant shall provide the contact information for the lead environmental monitor and the biological monitors to onsite construction workers, USFWS, CDFW, and CSLC staff before construction starts.					
Impacts on Special-Status Species and Habitats (cont.)	<p>MM BIO-2: Conduct Biological Surveying and Monitoring. A biological monitor (typically with a college degree in a field of biology or environmental science, knowledge of species surveying for, and experience with pre-construction and construction monitoring), approved by CSLC staff, shall be present onsite to survey the work area for special-status species and nesting birds (as applicable) prior to starting work in the terrestrial work area to minimize potential impacts on any special-status species or other wildlife that may be present during Project construction.</p> <p>The biological monitor shall be onsite full-time during the initial equipment mobilization and site preparation (including fence installation) and during the final demobilization phase of construction at the cable landing site. In addition, the monitor will make weekly site visits during Project construction for all work on the cable landing site. While on site, if the biological monitor observes special-status species on the Project site, the biological monitor shall have the authority to stop all work, and the Applicant shall contact the appropriate agency, (i.e., CDFW or USFWS and</p>	Terrestrial and marine Project areas	<p>Onsite monitor to verify</p> <p>Submit daily monitoring report for work within CSLC's jurisdiction and weekly report for work outside CSLC's jurisdiction</p>	Implementing MM will reduce the potential for impacts on special-status species and habitat	Applicant and CSLC	Before and during construction

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	<p>CSLC staff) to discuss ways to protect the special-status species. If a biological monitor was not monitoring the Project site during construction when a special-status species was observed on the site, the lead environmental monitor for the Project would be contacted immediately to determine the appropriate course of action.</p> <p>Construction monitoring reports for marine work under CSLC’s jurisdiction shall be submitted daily, and for terrestrial work outside of the CSLC’s jurisdiction shall be submitted weekly.</p>					
<p>Impacts on Special-Status Species and Habitats (cont.)</p>	<p>MM BIO-3: Delineate Work Limits to Protect Sensitive Biological Resources. Natural areas outside the construction work area shall not be disturbed. Before starting Project construction, sensitive biological resource areas within and adjacent to the cable landing station work area shall be staked and flagged by the biological monitor (MM BIO-2).</p> <p>The special-status plant (dark-eyed gilia) located along the southern edge of the cable landing site work area will be protected with orange construction barrier fencings. The location of the staking and flagging and barrier fencing will be documented in the daily monitoring log and provided to CSLC prior to the start of construction. These demarcated areas shall be inspected daily throughout construction to ensure that they are visible for construction personnel.</p>	<p>Terrestrial Project area</p>	<p>Onsite monitor to document in the monitoring log</p>	<p>Implementing MM will reduce the potential for impacts on special-status species and habitat</p>	<p>Applicant and CSLC</p>	<p>Before and during construction</p>

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Potential Impact	Mitigation Measure (MM)	Location	Monitoring/ Reporting Action	Effectiveness Criteria	Responsible Party	Timing
Impacts on Sensitive Biological Resources	MM BIO-4: Install Covers or Some Kind of Escape Ramps in Open Trenches. To prevent accidental entrapment of wildlife species during construction, all excavated holes that will be left open overnight shall have a cover or some kind of soil ramp installed, allowing wildlife an opportunity to exit. If escape ramps are installed, construction inspector/ biological monitor shall inspect excavations before starting construction each day to confirm that no wildlife species are entrapped or to remove wildlife species that are unable to escape on their own. Any wildlife handling will be conducted under the biological monitor's applicable collection permit or as authorized by the appropriate wildlife agency. If a biological monitor is not onsite, a local biologist (with appropriate permits) would be called out to remove any species.	Terrestrial Project area	Onsite construction inspector/monitor to inspect daily before starting construction	Implementing MM will reduce the potential for impacts on special-status species and habitat	Applicant and CSLC	During construction
Impacts from Horizontal Directional Drilling (HDD) Activities	MM BIO-5: Prepare and Implement an Inadvertent Return Contingency Plan. A Final Inadvertent Return Contingency Plan (either one report that describes a plan for both terrestrial and marine areas or separate reports for each area) for the HDD shall be submitted to CSLC staff for review and approval at least 30 days before starting construction in terrestrial and marine areas. The plan shall include the following: <ul style="list-style-type: none"> Measures to stop work, maintain appropriate control materials onsite, contain and remove drilling mud 	Terrestrial and marine Project areas	Submit report to the CSLC 30 days before starting construction Onshore or offshore biological monitor to identify signs of an inadvertent release of drilling fluids	Implementing MM will reduce the potential for impacts on special-status species and habitat	Applicant and CSLC	Before and during construction

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Potential Impact	Mitigation Measure (MM)	Location	Monitoring/ Reporting Action	Effectiveness Criteria	Responsible Party	Timing
	<p>before demobilization, prevent further migration of drilling mud into the waterbody, and notify all applicable authorities.</p> <ul style="list-style-type: none"> • Control measures of constructing a dugout/ settling basin at the bore exit site to contain drilling mud to prevent sediment and other deleterious substances from entering waterbodies. • Onshore and offshore biological monitors shall monitor the onshore and offshore to identify signs of an inadvertent release of drilling fluids. • An abandonment contingency plan in case the HDD operations are forced to be suspended and a partially completed bore hole abandoned. • Complete list of the agencies (with telephone number) to be notified, including but not limited to the CSLC’s 24-hour emergency notification number (562) 590-5201, and the California Governor’s Office of Emergency Services (Cal OES) contact number (800) 852-7550. 					
Impacts on Nesting Birds	<p>MM BIO-6: Conduct Pre-Construction Nesting Bird Surveys and Implement Avoidance Measures. If construction occurs during the nesting season (typically from February 1 to September 1), the following conditions (designed to protect both special-status and non-special-status birds) shall be implemented:</p> <ul style="list-style-type: none"> • Areas within the BSA: No more than 1 week before starting Project-related 	Terrestrial Project area	<p>If construction occurs during nesting season, conduct surveys 1 week before start of construction</p> <p>Onsite monitor to verify;</p>	Implementing MM will reduce the potential for impacts on nesting birds	Applicant and CSLC	Before and during construction

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Potential Impact	Mitigation Measure (MM)	Location	Monitoring/ Reporting Action	Effectiveness Criteria	Responsible Party	Timing
	<p>construction, a biological monitor, approved by CSLC staff, shall survey the Project areas within the BSA to look for nesting activity.</p> <ul style="list-style-type: none"> • Areas outside the terrestrial BSA: Areas outside the BSA (but within the line-of-sight from active construction) would be surveyed using binoculars and accessing the site. • If no active nests are detected during these surveys, no additional measures are required. • If an active nest is found, an appropriate avoidance buffer (based on the species as explained below) shall be established around the nest site to avoid disturbance or destruction of the nest until the end of the breeding season (generally August 31) or until after the biological monitor determines that the young have fledged and moved out of the area (this date varies by species). Suitable buffer distances may vary between species. The extent of these buffers shall be determined by the biological monitor in coordination with the applicable wildlife agency (i.e., CDFW and/or USFWS) and will depend on the bird species, level of construction disturbance, line-of-sight between the nest and the disturbance, ambient levels of noise and other disturbances, and other topographical or artificial barriers. No disturbances shall occur within the protective buffer(s) until all young birds have 		<p>coordination with USFWS/ CDFW</p>			

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	<p>fledged, as confirmed by the biological monitor.</p> <ul style="list-style-type: none"> A biological monitor shall be retained by the Applicant (MM BIO-2) and shall be onsite everyday if construction activities happen during bird nesting season and a nest is identified within the buffer area. 					
Impacts from Horizontal Directional Drilling Activities	<p>MM BIO-7: Implement Best Management Practices for Horizontal Directional Drilling Activities. When using the large HDD equipment to install landing pipes, the following shall be submitted to CSLC staff for review and approval at least 60 days prior to construction of Phase 1 as defined in the MND:</p> <ul style="list-style-type: none"> Engineering design drawings for construction certified by a California-registered Civil/Structural Engineer. A site-specific geotechnical report certified (stamped, signed, and dated) by a California-registered Geotechnical Engineer, including boring logs and any geotechnical recommendations (including, but not limited to, identification of reasonably foreseeable risks during HDD installation and proposed risk mitigations) for safe HDD installation. If HDD is under CSLC jurisdiction, a minimum depth of 35 feet is required unless a shallower depth is recommended by a California-registered Geotechnical Engineer. 	Marine Project area	<p>Submit engineering design drawings and geotechnical report to CSLC at least 60 days prior to construction of Phase 1 as defined in the MND</p> <p>On-site monitor to verify BMPs during construction</p>	Implementing MM will reduce the potential for impacts on marine wildlife and water quality associated with HDD activities	Applicant and CSLC	Before and during construction

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Potential Impact	Mitigation Measure (MM)	Location	Monitoring/ Reporting Action	Effectiveness Criteria	Responsible Party	Timing
	<ul style="list-style-type: none"> The Applicant shall incorporate any BMPs identified in the reports or reviews into the HDD plans in order to minimize potential impacts on marine wildlife and water quality. 					
Impacts on Marine Wildlife	<p>MM BIO-8: Cable Entanglements and Gear Retrieval. If fishers snag a cable and lose or cut gear or if the Applicant snags fishing gear, the Applicant shall use all feasible measures to retrieve the fishing gear or inanimate object. Retrieval shall occur no later than 42 days after discovering or receiving notice of the incident. If full removal of gear is not feasible, the Applicant shall remove as much gear as practicable to minimize harm to wildlife (e.g., fishes, birds, and marine mammals). Within 14 days of completing the recovery operation, the Applicant shall submit to CSLC staff a report describing the following:</p> <ul style="list-style-type: none"> Nature and location of the entanglement (with a map). Method used for removing the entangled gear or object, or the method used for minimizing harm to wildlife if gear retrieval proves infeasible. 	Marine Project area	<p>Retrieval within 42 days of discovery</p> <p>Submit recovery report to CSLC within 14 days of completing the recovery operation</p>	Implementing MM will reduce the potential for impacts on marine species	Applicant and CSLC	Before, during, and after construction
Impacts on Marine Mammals and Sea Turtles	<p>MM BIO-9: Prepare and Implement a Marine Wildlife Monitoring and Contingency Plan. The Applicant shall prepare and implement a Marine Wildlife Monitoring and Contingency Plan (MWMCP) for installing or repairing cables with the following elements, procedures, and response actions:</p>	Marine Project area	Submit the MWMCP to CSLC and CCC for review and approval at least 60 days before starting marine	Implementing MM will reduce the potential for impacts on marine species	Applicant and CSLC	Before and during construction, and during maintenance or repairs

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Potential Impact	Mitigation Measure (MM)	Location	Monitoring/ Reporting Action	Effectiveness Criteria	Responsible Party	Timing
	<ul style="list-style-type: none"> • Awareness training for Project vessel crew that includes identification of common marine wildlife and avoidance procedures included in the MWMCP for Project activities. • Have two qualified shipboard marine mammal observers onboard all cable installation vessels during cable installation activities. The MWMCP shall establish the qualifications of and required equipment for the observers. • In consultation with NMFS, establish a safety work zone around all Project work vessels that defines the distance from each work vessel that marine mammals and sea turtles may approach before all operations must stop until the marine mammal or sea turtle has moved beyond. • Project-specific control measures for Project vessels (including support vessels) and actions to be undertaken when marine wildlife is present, such as reduced vessel speeds or suspended operations. • Reporting requirements and procedures for wildlife sightings and contacts made to be reported in the post-installation reports. The MWMCP shall identify the resource agencies to be contacted in case of marine wildlife incidents and to receive reports at the conclusion of Project installation. • The MWMCP shall be submitted to the CSLC and CCC for review and 		installation activities			

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Potential Impact	Mitigation Measure (MM)	Location	Monitoring/ Reporting Action	Effectiveness Criteria	Responsible Party	Timing
	approval at least 60 days before starting marine installation activities.					
Impacts on Hard Substrate Habitat Area	MM BIO-10: Minimize Crossing of Hard Bottom Substrate. At least 30 days before starting construction of Phase I, a pre-construction ocean floor survey shall be conducted and provided to CSLC covering the proposed cable lease area and the temporary construction corridor (including construction vessels anchoring areas and depicting ocean floor contours, all significant bottom features, hard bottom areas, sensitive habitats, the presence of any existing wellheads, pipelines, and other existing utilities) to identify any hard bottom habitat, eelgrass, kelp, existing utilities (including but not limited to pipelines), and power cables. The proposed cable routes and anchoring locations shall be set to avoid hard bottom habitat (to the extent feasible), eelgrass, kelp, existing utilities (including but not limited to pipelines), and power cables, as identified in the ocean floor survey.	Marine Project area	Conduct pre-construction ocean floor survey and submit results (with maps) to CSLC at least 30 days before starting construction of Phase I.	Implementing MM will reduce the potential for impacts on hard bottom habitat areas and associated marine biological resources	Applicant and CSLC	Before starting marine construction
Impacts on Hard Substrate Organisms	MM BIO-11: Contribute Compensation to Hard Substrate Mitigation Fund. The following would be proposed if slow-growing hard substrate organisms are damaged: <ul style="list-style-type: none"> • CCC compensation fees (based on past projects) will be required to fund the U.C. Davis Wildlife Health Center's California Lost Fishing Gear Recovery Project or other conservation 	Marine Project area	Applicant will provide documentation to CSLC and CCC for (1) assessment and methods used to calculate total compensation fee; and (2)	Compensation fees will help reduce impacts on hard substrate habitat and associated marine biological resources	Applicant	After Project construction and after determination based on final burial report

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Potential Impact	Mitigation Measure (MM)	Location	Monitoring/ Reporting Action	Effectiveness Criteria	Responsible Party	Timing
	<p>programs for impacts on high-relief hard substrate affected by the Project. The amount of the hardbottom mitigation fee shall be calculated by applying a 3:1 mitigation ratio to the total square footage of affected hard bottom and multiplying that square footage by a compensation rate of \$14.30 per square foot.</p> <ul style="list-style-type: none"> A final determination of the amount of high-relief hard substrate affected (used to calculate the total compensation fee) will be based on a review of the final burial report from the cable installation. The total assessment and methods used to calculate this figure will be provided to the CSLC and CCC for review and approval. Both the CSLC and CCC also will be provided documentation of the total amount of mitigation paid and the activities for which the funds will be used. 		total amount of mitigation paid and the activities for which the funds will be used.			
Impacts on Marine Native Species	<p>MM BIO-12: Control of Marine Invasive Species. The Applicant shall ensure that the underwater surfaces of all Project vessels are clear of biofouling organisms prior to arrival in State waters. The determination of underwater surface cleanliness shall be made in consultation with CSLC staff. Regardless of vessel size, ballast water for all Project vessels must be managed consistent with CSLC’s ballast management regulations, and Biofouling Removal and Hull Husbandry Reporting Forms shall be submitted to CSLC staff as required by</p>	Marine Project area	Onsite monitor to verify	Implementing MM will reduce the potential for impacts on marine native species	Applicant and CSLC	During construction

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Potential Impact	Mitigation Measure (MM)	Location	Monitoring/ Reporting Action	Effectiveness Criteria	Responsible Party	Timing
	regulation. No exchange of ballast water for Project vessels shall occur in waters shallower than the 5,904-foot isobath.					
Cultural Resources						
Disturbance of Shipwrecks; Archaeological Sites; Historic, Cultural, or Tribal Cultural Resources	<p>MM CUL-1/TCR-1: Discovery of Previously Unknown Cultural or Tribal Cultural Resources. In the event that potential cultural or tribal cultural resources are discovered during Project implementation, all earth-disturbing work within 50 feet of the find shall be temporarily suspended or redirected until a qualified archaeologist retained by the Applicant can adequately assess the find and determine whether the resource requires further study. In the event that a cultural or tribal cultural resource discovery is potentially significant, the Applicant; CSLC; and any local, state, or federal agency with approval or permitting authority over the Project that has requested/required notification shall be notified within 48 hours.</p> <p>For all discoveries known or likely to be associated with Native American heritage (pre-contact sites and select post-contact historic-period sites), the THPOs for the Bear River Band of Rohnerville Rancheria, Blue Lake Rancheria, and Wiyot Tribe shall be contacted immediately by the CSLC to evaluate the discovery and, in consultation with the Applicant and a qualified archaeologist, develop a treatment plan in any instance where significant impacts cannot be avoided. The treatment plan shall be</p>	Terrestrial Project area	Qualified archaeologist, notification of permitting agencies, treatment plan if needed	Implementing MM will reduce potential impacts on archaeological resources	Applicant and CSLC	Prior to and throughout construction

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Potential Impact	Mitigation Measure (MM)	Location	Monitoring/ Reporting Action	Effectiveness Criteria	Responsible Party	Timing
	<p>submitted to the CSLC staff and any participating tribe for review and approval prior to its implementation, and additional work in the vicinity of the discovery shall not proceed until the plan is in place.</p> <p>The location of any such finds must be kept confidential, and measures shall be taken to secure the area from site disturbance and potential vandalism. Impacts on previously unknown significant cultural or tribal cultural resources shall be avoided through preservation in place, if feasible. Damaging effects on tribal cultural resources shall be avoided or minimized following the measures identified in Pub. Resources Code section 21084.3 subdivision (b), if feasible, unless other measures are mutually agreed to by the lead archaeologist and culturally affiliated tribes that would be as or more effective.</p> <p>Title to all shipwrecks, archaeological sites, and historic or cultural resources on or in the tide and submerged lands of California is vested in the State and under CSLC jurisdiction. The final disposition of shipwrecks, archaeological, historical, and tribal cultural resources recovered on State lands under CSLC jurisdiction must be approved by the CSLC.</p>					

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Potential Impact	Mitigation Measure (MM)	Location	Monitoring/ Reporting Action	Effectiveness Criteria	Responsible Party	Timing
Potential Impacts on Previously Unknown Terrestrial Archaeological Resources	<p>MM CUL-2/TCR-2: Cultural Resources Contractor Awareness Training. Prior to beginning construction, the Applicant shall retain a qualified archaeologist to prepare a Cultural Resources Contractor Awareness Training subject to CSLC approval. The training shall be given to all construction personnel prior to working on the Project, and the training shall include, but not be limited to, the following:</p> <ul style="list-style-type: none"> • Guidance on identification of potential cultural resources that may be encountered. • The probability of exposing cultural resources. • Clear direction on procedures if a find is encountered. <p>The archeologist shall provide construction personnel with an orientation on the requirements of the treatment plan, including the probability of exposing cultural resources, guidance on recognizing such resources, and direction on procedures if a find is encountered.</p>	Terrestrial Project area	Qualified archaeologist, training for all construction personnel prior to working on the Project, including identification and handling of previously unknown cultural resources	Implementing MM will reduce potential impacts on archaeological resources	Applicant and CSLC	Prior to construction
Disturbance of marine archaeological resources	<p>MM CUL-3: Conduct a Pre-Construction Offshore Archaeological Resources Survey. Using the results of an acoustic survey (e.g., a CHIRP [compressed high-intensity radiated pulse] system survey) for evidence of erosion/incision of natural channels, the nature of internal channel-fill reflectors and the overall geometry of the seabed, paleochannels, and the surrounding areas shall be analyzed for their potential</p>	Marine Project area	Qualified archaeologist, Marine Archaeological Resources Assessment Report, if needed	Implementing MM will reduce potential impacts on marine archaeological resources	Applicant and CSLC	Before construction

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	to contain intact remains of the past landscape with prehistoric archaeological deposits. The analysis shall include core sampling in various areas, including but not limited to, paleochannels to verify the seismic data analysis. Based on the CHIRP survey and coring data, a Marine Archaeological Resources Assessment Report shall be produced by a qualified maritime archaeologist and reviewed by the CCC or the SHPO and the CSLC to document effects on potentially historic properties.					
Disturbance of Marine Archaeological Resources (Offshore Historic Shipwrecks)	<p>MM CUL-4: Conduct a Pre-Construction Offshore Historic Shipwreck Survey. A qualified maritime archaeologist, in consultation with the CSLC, shall conduct an archaeological survey of the proposed cable routes. The archaeological survey and analysis shall be conducted following current CSLC, BOEM, and USACE (San Francisco and Sacramento Districts) standard specifications for underwater/marine remote sensing archaeological surveys (<i>Guidelines for Providing Geological and Geophysical, Hazards, and Archaeological Information</i> pursuant to 30 CFR part 585).</p> <p>The archaeological analysis shall identify and analyze all magnetic and side-scan sonar anomalies that occur in each cable corridor, defined by a lateral distance of 0.5 km on each side of the proposed cable route. This analysis shall not be limited to side-scan and magnetometer</p>	Marine Project area	Qualified maritime archaeologist	Implementing MM will reduce potential impacts on marine archaeological resources	Applicant and CSLC	Before construction

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	<p>data and may include shallow acoustic (subbottom) data as well as autonomous underwater vehicle and multibeam data that may have a bearing on identification of anomalies representative of potential historic properties. The analysis shall include evaluation to the extent possible of the potential significance of each anomaly that cannot be avoided within the cable corridor. If sufficient data are not available to identify the anomaly and make a recommendation of potential significance, the resource(s) shall be considered as potentially eligible for listing in the NRHP and CRHR and treated as a historic property.</p> <p>If any cultural resources are discovered as the result of the marine remote sensing archaeological survey, the proposed cable route or installation procedures shall be modified to avoid the potentially historic property. BOEM administratively treats identified submerged potentially historic properties as eligible for inclusion in the NRHP under Criterion D and requires project proponents to avoid them unless the proponent chooses to conduct additional investigations to confirm or refute their qualifying characteristics. BOEM typically determines a buffer (e.g., 50 meters) from the center point of any given find beyond which the project must be moved, in order to ensure that adverse effects on the potential historic property will be avoided during construction.</p>					

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Potential Impact	Mitigation Measure (MM)	Location	Monitoring/Reporting Action	Effectiveness Criteria	Responsible Party	Timing
Disturbance of Marine Archaeological Resources	MM CUL-5: Prepare and Implement an Avoidance Plan for Marine Archaeological Resources. An avoidance plan shall be developed and implemented to avoid all documented resources from the Marine Archaeological Resources Assessment Report and the Offshore Historic Shipwreck Survey Report, address discoveries of as yet unidentified resources encountered during the planned marine survey and construction, and provide mitigation monitoring if deemed necessary during construction to ensure compliance.	Marine Project area	Qualified maritime archaeologist	Implementing MM will reduce potential impacts on marine archaeological resources	Applicant and CSLC	Before and throughout construction
Disturbance of Human Remains	MM CUL-6/TCR-3: Unanticipated Discovery of Human Remains. If human remains are encountered, all provisions provided in California Health and Safety Code section 7050.5 and Pub. Resources Code section 5097.98 shall be followed. Work shall stop within 100 feet of the discovery, and both the archaeologist retained by the Applicant and CSLC staff must be contacted within 24 hours. The archaeologist shall consult with the County Coroner. If human remains are of Native American origin, the County Coroner shall notify the Native American Heritage Commission (see at http://www.nahc.ca.gov/profguide.html) within 24 hours of this determination, and a Most Likely Descendent shall be identified. No work is to proceed in the discovery area until consultation is complete and procedures to avoid or recover the remains have been implemented.	Terrestrial Project area	Contact archaeologist and CSLC within 24 hours; archaeologist consults with County Coroner	Implementing MM will reduce potential impacts on human remains	Applicant and CSLC	Throughout construction

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Cultural Resources – Tribal						
	Implement MM CUL-1/TCR-1: Discovery of Previously Unknown Cultural or Tribal Cultural Resources (see above)					
	Implement MM CUL-2/TCR-2: Cultural Resources Contractor Awareness Training (see above)					
	Implement MM CUL-6/TCR-3: Unanticipated Discovery of Human Remains (see above)					
Greenhouse Gas Emissions						
Greenhouse Gas Emissions during Construction	<p>MM GHG-1: Purchase GHG Carbon Offsets for Construction Emissions. The Applicant shall purchase all offsets prior to groundbreaking and provide copies of the offset retirement verification to the CSLC. The Applicant shall purchase carbon offsets equivalent to the Project’s projected GHG emissions (2,451 metric tons CO2e) to achieve a net zero increase in GHG emissions during the construction phase for emissions within 24 nm (even though only required for within 3 nm) of the California coast.</p> <p>A carbon offset is a credit derived from the reduction of GHG emissions through a separate reduction project, often in a different location from the emission source. To be acceptable for an emissions reduction credit, the carbon offset must be real, permanent, quantifiable, verifiable, enforceable, and additional (per the definition in California Health and Safety Code sections 38562[d][1] and [2]). Several existing voluntary offset exchanges have been validated by the CARB, including the California Action Reserve Voluntary Offset Registry, American Carbon Registry, and Verified Carbon Standard.</p>	Within 24 nm off the California coast	Applicant will provide verification of offset purchase to the CSLC prior to ground-breaking	Purchase of carbon offsets will reduce GHG emissions impacts	Applicant	Before construction

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Potential Impact	Mitigation Measure (MM)	Location	Monitoring/Reporting Action	Effectiveness Criteria	Responsible Party	Timing
Hazards and Hazardous Materials						
Accidental Release of Hazardous Materials	<p>MM HAZ-1: Develop and Implement Spill Contingency and Hazardous Materials Management Plans. At least 30 days before construction starts, the Applicant shall submit Spill Contingency and Hazardous Materials Management Plans for onshore and offshore operations to the CSLC for review and approval. Prior to construction, the Applicant shall develop and implement these Plans that shall include, but not be limited to, procedures to be implemented, specific designation of the onsite person who will be responsible for implementing the Plans, onsite spill response materials/tools/equipment, and spill notification protocol and procedures.</p> <p>A. Terrestrial Work: Measures for terrestrial operations shall include, but not be limited to, identifying appropriate fueling and maintenance areas for equipment, a daily equipment inspection schedule, and spill response procedures including maintaining spill response supplies onsite.</p> <p>The terrestrial Plan will identify the actions and notifications to occur if contaminated soil is encountered during onshore excavation. The Applicant shall notify the County of Humboldt Division of Environmental Health within 24 hours of discovering contaminated materials during Project</p>	Terrestrial and marine Project areas	Submit Plans to CSLC 30 days prior to construction of the offshore and onshore Project components	Implementing MM will reduce potential for release of hazardous materials into the environment	Applicant	Before and during construction

Table 4-1. Mitigation Monitoring Program

Potential Impact	Mitigation Measure (MM)	Location	Monitoring/ Reporting Action	Effectiveness Criteria	Responsible Party	Timing
	<p>construction activities. Work in the area suspected of contamination shall stop until the notified agencies, together with the Applicant, have determined the next steps.</p> <p>The Plans will identify, at a minimum, implementing the following BMPs related to using hazardous substances:</p> <ul style="list-style-type: none"> • Follow manufacturer’s recommendations on use, storage, and disposal of chemical products used in construction. • Avoid overtopping construction equipment fuel gas tanks. • During routine maintenance of construction equipment, properly contain and remove grease and oils. • Conduct all fueling of equipment at least 100 feet from wetlands and other waterbodies. • Properly dispose of discarded containers of fuels and other chemicals. • Maintain a complete list of agencies (with their telephone number) to be notified of potential hazardous material spills, including but not limited to, the CSLC’s 24-hour emergency notification number (562) 590-5201 and the California Governor’s Office of Emergency Services (Cal OES) contact number (800) 852-7550. 					

Table 4-1. Mitigation Monitoring Program

Potential Impact	Mitigation Measure (MM)	Location	Monitoring/ Reporting Action	Effectiveness Criteria	Responsible Party	Timing
	B. Offshore Work: For offshore activities involving work vessels, the primary work vessel (dive support vessel) will be required to carry on board a minimum 400 feet of sorbent boom, 5 bales of sorbent pads at least 18-inches by 18 inches square, and a small powered vessel for rapid deployment to contain and clean up any small hazardous material spill or sheen on the water surface. The Plans shall provide for the immediate call out of additional spill containment and clean-up resources in the event of an incident that exceeds the rapid clean-up capability of the onsite work force.					
Implement MM BIO-1: Provide Environmental Awareness Training (see above)						
Implement MM BIO-3: Delineate Work Limits to Protect Sensitive Biological Resources (see above)						
Implement MM BIO-5: Prepare and Implement an Inadvertent Return Contingency Plan (see above)						
Hydrology and Water Quality						
Violation of Water Quality Standards	Implement MM BIO-3: Delineate Work Limits to Protect Sensitive Biological Resources (see above)					
	Implement MM BIO-5: Prepare and Implement an Inadvertent Return Contingency Plan (see above)					
	Implement MM HAZ-1: Develop and Implement Spill Contingency and Hazardous Materials Management Plans (see above)					
Noise						
Construction Noise	MM NOI-1: Implement Construction Noise Control Measures. The Applicant will ensure that its contractor implements site specific noise attenuation measures to ensure compliance with applicable County noise limits for the duration of the construction period. Noise attenuation	Terrestrial Project area	Contract specifications	Implementing MM will reduce construction noise impacts on sensitive receptors	Applicant	During construction

Table 4-1. Mitigation Monitoring Program

Potential Impact	Mitigation Measure (MM)	Location	Monitoring/ Reporting Action	Effectiveness Criteria	Responsible Party	Timing
	<p>measures shall be implemented to keep noise levels below the limits specified in the County’s General Plan (Table 13-C Land Use/Noise Compatibility Standards). Noise measures shall include the following and shall be included in the construction specifications:</p> <ul style="list-style-type: none"> • Require that all construction equipment powered by gasoline or diesel engines have sound control devices that are at least as effective as those originally provided by the manufacturer and that all equipment be operated and maintained to minimize noise generation. • Prohibit gasoline or diesel engines from having unmuffled exhaust systems. • Ensure that equipment and trucks for Project construction use the best available noise control techniques (e.g., improved mufflers, redesigned equipment, intake silencers, ducts, engine enclosures, acoustically attenuating shields or shrouds) wherever feasible. • Use “quiet” gasoline powered or electrically powered compressors as well as electric rather than gasoline or diesel powered forklifts for small lifting, where feasible. 					
	<p>Implement MM BIO-9: Prepare and Implement a Marine Wildlife Monitoring and Contingency Plan (see above)</p>					

Table 4-1. Mitigation Monitoring Program

Potential Impact	Mitigation Measure (MM)	Location	Monitoring/ Reporting Action	Effectiveness Criteria	Responsible Party	Timing
Recreation						
Impacts on Offshore Recreational Activities	<p>MM REC-1: Advanced Local Notice to Mariners. At least 15 days before (1) start of the HDD operation, and (2) start of offshore cable laying activity, a Local Notice to Mariners (https://www.dco.uscg.mil/Featured-Content/Mariners/Local-Notice-to-Mariners-LNMs/District-11/) shall be submitted to the USCG describing all offshore operations. A copy of the published notice shall be provided immediately to the CSLC. The notice shall include:</p> <ul style="list-style-type: none"> • Type of operation (i.e., dredging, diving operations, construction). • Specific location of operation or repair activities (including whether there is a possibility of exposed cable), including latitude and longitude and geographical position, if applicable. • Estimated schedule of activities (operation or repair), including start and completion dates (if these dates change, the USCG needs to be notified). • Vessels involved in the operation. • VHF-FM radio frequencies monitored by vessels on the scene. • Point of contact and 24-hour phone number. • Chart number for the area of operation. 	Marine Project area	<p>Local Notice to Mariners submitted to USCG at least 15 days before (1) start of the HDD operation, and (2) start of offshore cable laying activity.</p> <p>Copy of published notice submitted to CSLC immediately</p>	Implementing MM will reduce Project impacts on offshore recreation	Applicant and CSLC	Before and after construction

Table 4-1. Mitigation Monitoring Program

Potential Impact	Mitigation Measure (MM)	Location	Monitoring/ Reporting Action	Effectiveness Criteria	Responsible Party	Timing
Transportation						
Interference with Local Marine Vessel Traffic	Implement MM REC-1: Advanced Local Notice to Mariners (see above)					
	Implement APM-2: Marine Anchor Plan (see below)					
Commercial and Recreational Fishing						
Disruption of Commercial Fishing	<p>APM-1: Fishing Agreement. The Applicant is actively involved in a Fishing Agreement with the regional commercial fishing cable liaison committee. This agreement, in part, establishes the following:</p> <ul style="list-style-type: none"> • A cable/fishing liaison committee that manages the interactions between the fishers and the cable companies. • Policies for how the fishers will work around the cables and what to do if they think their fishing gear is hung up on a cable or similar issue. • Methods of gear replacement and costs claims in the unlikely event that fishing gear is entangled in cable owned by the Applicant. • Design and installation procedures to minimize impacts on fishing activities, such as: <ul style="list-style-type: none"> ◦ Burying cable where possible. ◦ Allowing fishing representatives to review marine survey data and participate in cable alignment selection. • Communication and notification procedures. • Contributions to fishing improvement funds. 	Marine Project area	Provide Fishing Agreement to CSLC prior to construction	Implementing this APM will reduce the potential for gear entanglement, cable unburial, and uncompensated loss of gear	Applicant	During construction and maintenance

Table 4-1. Mitigation Monitoring Program

Potential Impact	Mitigation Measure (MM)	Location	Monitoring/ Reporting Action	Effectiveness Criteria	Responsible Party	Timing
Impacts on ocean bottom from marine anchoring	<p>APM-2: Marine Anchor Plan. At least 30 days before starting construction, the Applicant will submit a Marine Anchor Plan to CSLC staff for review with the following:</p> <ul style="list-style-type: none"> • Map of the proposed acceptable anchor locations and exclusion zones or offshore temporary anchoring or mooring for work vessels. • Narrative description of the anchor setting and retrieval procedures to be employed that will result in minimal impacts on the ocean bottom. Please note that anchor dragging along ocean bottom is not allowed. • Coordinates of all dropped anchor points during construction shall be recorded and included on the post construction ocean floor survey map. 	Marine anchoring areas only	Provide plan to CSLC 30 days before starting construction	Implementing this APM will ensure safety for anchoring operations	Applicant; Applicant's contractor	Before and during construction
Entanglement of marine species from exposed cable	<p>APM-3: Cable Burial Surveys. The Applicant will conduct initial and periodic post-lay surveys of all installed cables between the mean-high tide line to where Project operations extend into federal waters and out to the 5,904-foot depth contour to verify that the cable was and remains buried as initially planned, or to the maximum extent feasible as determined by the initial post-lay assessment. These surveys will assess and report to the CSLC and the CCC the following:</p> <ul style="list-style-type: none"> • The depth of burial achieved along the cable route. 	Marine Project area	Conduct post-lay survey within 60 days of cable installation and every 5 years after, or until Applicant can demonstrate after subsequent burial survey that cable remains buried; distribute	Implementing this APM will avoid exposure of cable and potential for entanglement	Applicant and CSLC	After construction

Table 4-1. Mitigation Monitoring Program

Potential Impact	Mitigation Measure (MM)	Location	Monitoring/ Reporting Action	Effectiveness Criteria	Responsible Party	Timing
	<ul style="list-style-type: none"> • Any areas of cable suspension greater than 3.3 feet from the ocean floor and an explanation of why the cable could not be re-routed to avoid suspension. • The consistency of cable installation with the Project description. <p>These post-lay surveys and assessments will be conducted as follows:</p> <ul style="list-style-type: none"> • Within 60 days of cable installation. • Every 5 years after cable installation or until such time that the Applicant can demonstrate following one or more post-lay burial surveys that the cable remains buried. • After any incident or activity, including but not limited to, potential commercial fishing gear snags, a severe earthquake in the vicinity of the cable, or an extreme storm event that could cause excessive ocean floor scouring and result in cable exposure to the ocean floor surface. <p>Should the cable become unburied in any location where it should have been buried or had been previously buried, the Applicant shall ensure that the cable is reburied to the initial cable burial depth at that location. A survey/burial report will be prepared and distributed to responsible State agencies following each survey.</p>		<p>survey/burial report to responsible State agencies following each survey</p>			

Table 4-1. Mitigation Monitoring Program

Potential Impact	Mitigation Measure (MM)	Location	Monitoring/ Reporting Action	Effectiveness Criteria	Responsible Party	Timing
	Implement MM REC-1: Advanced Local Notice to Mariners (see above)					

Terms:

- APM = Applicant Proposed Measure
- Applicant = RTI Infrastructure, Inc.
- AUV = autonomous underwater vehicle
- BMP = best management practice
- BOEM = Bureau of Ocean Energy Management
- BSA = biological study area
- CARB = California Air Resources Board
- CCC = California Coastal Commission
- CDFW = California Department of Fish and Wildlife
- CFR = Code of Federal Regulations
- CO_{2e} = CO₂ equivalent
- CRHR = California Register of Historic Resources
- CSLC = California State Lands Commission
- dB = decibel(s)
- ESHA = environmentally sensitive habitat area
- GHG = greenhouse gas
- HDD = horizontal directional drilling
- nm = nautical mile(s)
- NMFS = National Marine Fisheries Service
- NRHP = National Register of Historic Places
- SHPO = State Historic Preservation Officer
- THPO = Tribal Historic Preservation Officer
- USACE = U.S. Army Corps of Engineers
- USCG = U.S. Coast Guard
- USFWS = U.S. Fish and Wildlife Service

Exhibit 6

July 22, 2021

North Coast Fishermen's Cable Committee
300 Broadway
Eureka, CA 95501
hunterenterprises@att.net

Humboldt Fishermen's Marketing Association
3 Commercial Street
Eureka CA 95501
harrison.ibach@yahoo.com

Crescent City Commercial Fishermen's Ass'n
101 Citizen's Dock Road
Crescent City, CA 95531
georgebradshaw707@gmail.com

Trinidad Bay Fishermen's Marketing Ass'n
PO Box 795
Trinidad, CA 95570
secondwind@humboldt1.com

Shelter Cove Fishing Preservation, Inc.
scfpinc@gmail.com

Re: Letter Agreement regarding Participation of Non-Trawl Fishermen in North Coast Fishermen's Cable Committee

Dear All:

As you know, North Coast Fishermen's Cable Committee ("Fishermen's Association") and RTI Infrastructure, Inc. ("Cable Company Representative") are parties to the Northern California Cable & Fishing Agreement dated June 25, 2020 (the "Existing Agreement"). Following further discussions with the trawl fishermen and non-trawl fishermen members of the Northern California commercial fishing industry, Fishermen's Association and Cable Company Representative have agreed to amend and restate the Existing Agreement in its entirety, and to establish the participation of trawl fishermen and non-trawl fishermen in the Fishermen's Association. This letter agreement memorializes the agreement of the Fishermen's Association, Humboldt Fishermen's Marketing Association ("HFMA"), Crescent City Commercial Fishermen's Association ("CCCFA"), Trinidad Bay Fishermen's Marketing Association ("TBFMA"), and Shelter Cove Fishing Preservation, Inc. ("SCFP") (HFMA, CCCFA, TBFMA and SCFP are collectively referred to herein as the "Non-Trawl Fishermen Groups") regarding the participation of the non-trawl fishermen in the Fishermen's Association.

It is the understanding of Cable Company Representative that, on or before August 1, 2021, Fishermen's Association will be expanded to include representatives owning limited entry trawl permits ("Trawl Fishermen") and representatives holding limited entry fix gear permit or engaged in open access groundfish fix gear fishing ("Non-Trawl Fishermen"). The mechanisms and rules regarding admission of fishermen into Fishermen's Association are addressed in the bylaws of Fishermen's Association as agreed between the Trawl Fishermen and Non-Trawl Fishermen representatives. The Non-Trawl Fishermen will initially be represented in Fishermen's Association by the Non-Trawl Fishermen Groups. The Fishermen's Association will be governed by a board of directors. Unless unanimously agreed by the Trawl Fishermen and Non-Trawl Fishermen, governance of the Fishermen's Association will be fixed so that two thirds (2/3) of the Fishermen's Association directors will be voted on by and represent the Trawl Fishermen, and 1/3 of the Fishermen's Association directors will be voted on by and represent the Non-Trawl Fishermen.

Cable Company Representative and Fishermen's Association will execute an amended and restated Northern California Cable & Fishing Agreement, in substantially the same form as the version attached hereto as **Attachment I**, subject to further revisions to finalize negotiation of the points discussed between the Cable Company Representatives and the Non-Trawler Fisherman on July 20,

2021 and subject to acceptance by all parties (the “Amended and Restated Cable Fishing Agreement”), that will supersede the Existing Agreement. The Amended and Restated Cable Fishing Agreement will provide, among other things, that Cable Company Representative and Fishermen’s Association will form a Joint Committee to administer the Amended and Restated Cable Fishing Agreement, and that the Joint Committee will be governed by a Board of Directors consisting of twelve (12) voting directors (the “Joint Committee Directors” and each individually a “Joint Committee Director”). Cable Company Representative will reimburse Trawl Fishermen and Non-Trawler Fishermen up to \$15,000 each for their documented, reasonable legal fees for services to help finalize the Amended and Restated Cable Fishing Agreement and the Fishermen’s Association bylaw amendments.

Under the terms of the Amended and Restated Cable Fishing Agreement, the Joint Committee Directors will be appointed as follows: Fishermen’s Association will appoint six (6) Joint Committee Directors, which will be their elected Board of Directors of which four (4) Joint Committee Directors will be collectively appointed by the Trawl Fishermen and two (2) Joint Committee Directors will be collectively appointed by Non-Trawl Fishermen; and the Cable Company Representative will appoint six (6) of the Joint Committee Directors. The number of Joint Committee Directors may be modified by a majority vote of sitting Joint Committee Directors; provided, that: (i) the number of Joint Committee Directors representing Fishermen’s Association must always be equal to the number of Joint Committee Directors representing the Covered Cables; and (ii) and the number of Joint Committee Directors representing the Trawl Fishermen must be equal to two thirds (2/3) of the Joint Committee Directors representing Fishermen’s Association, and the number of Joint Committee Directors representing the Non-Trawl Fishermen must be equal to 1/3 of the Joint Committee Directors representing Fishermen’s Association.

This Amended and Restated Cable Fishing Agreement is intended to identify, establish, and confirm certain mitigation measures and monitoring programs which are intended to facilitate environmental review of the cable projects, avoid or otherwise reduce and mitigate potential conflicts between the installation, continuation, and maintenance of the cable projects and commercial fishing activities conducted by the commercial fishermen operating in the Northern California maritime area.

If the foregoing correctly sets forth the agreement of the parties, please indicate your acceptance of the terms of this letter agreement by signing in the space provided below.

Sincerely,

RTI Infrastructure, Inc.

DocuSigned by:



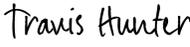
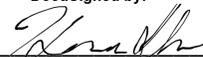
Chris Brungardt

Authorized Representative

7/22/2021

Date

Accepted and Agreed:

<p>North Coast Fishermen's Cable Committee</p> <p>DocuSigned by:  E6BDC271883D445...</p> <p>Travis Hunter Title: <u>President</u></p> <p>Date: <u>7/22/2021</u></p>	<p>Humboldt Fishermen's Marketing Association</p> <p>DocuSigned by:  D827A134A71145C1</p> <p>Harrison Tbach President</p> <p>Date: <u>7/22/2021</u></p>
<p>Crescent City Commercial Fishermen's Association</p> <p>DocuSigned by:  E5D8A53AD1E56168</p> <p>George Bradshaw Vice President</p> <p>Date: <u>7/22/2021</u></p>	<p>Trinidad Bay Fishermen's Marketing Association</p> <p>_____</p> <p>Craig Gaucher Title: _____</p> <p>Date: _____</p>
<p>Shelter Cove Fishing Preservation, Inc.</p> <p>_____</p> <p>Steven Jacob (Jake) Mitchell President</p> <p>Date: _____</p>	

Attachment I
Draft Amended and Restated Cable Fishing Agreement

[SEE ATTACHED]

AMENDED AND RESTATED
NORTHERN CALIFORNIA CABLE & FISHING AGREEMENT

THIS AMENDED AND RESTATED NORTHERN CALIFORNIA CABLE & FISHING AGREEMENT (“Agreement”) dated as of this ___ day of July 2021 (the “Effective Date”), is made by and among the following parties:

- (i) North Coast Fishermen's Cable Committee, a California nonprofit mutual benefit corporation (“Fishermen’s Association”); and
- (ii) RTI Infrastructure, Inc. (“Cable Company Representative”).

RECITALS

WHEREAS, the California Coastal Commission, California State Lands Commission, and the United States Army Corps of Engineers, in addition to other governmental agencies having jurisdiction (the “Governmental Agencies”), are responsible for preparing and certifying environmental review documents in compliance with the requirements of the California Environmental Quality Act (“CEQA”), to assess the potential environmental impacts of all subsea telecommunications cable networks along the Northern California coast (individually a “Cable Project” and collectively the “Cable Projects”), including the cumulative impacts of, alternatives to, and appropriate mitigation measures for such Cable Projects; and

WHEREAS, Cable Company Representative has applied or will apply to the Governmental Agencies, for approval to construct, install, and maintain a Cable Project; and

WHEREAS, Fishermen’s Association endeavors to facilitate inter-industry communication, coordination, and cooperation between the commercial fishing industry of Northern California and undersea fiber optic telecommunication companies operating in Northern California; and

WHEREAS, this Agreement is intended to identify, establish, and confirm certain mitigation measures and monitoring programs which are intended to facilitate environmental review of the Cable Projects, avoid or otherwise reduce and mitigate potential conflicts between the installation, continuation, and maintenance of the Cable Projects and commercial fishing activities conducted by the commercial fishermen operating in the Northern California Maritime Area (as that term is defined below) (“Fisherman” and “Fishermen”); and

WHEREAS, the parties acknowledge that commercial fishing activities are coastal dependent uses receiving the highest priority under the California Coastal Act, and the Federal Coastal Zone Management Act; and

WHEREAS, the parties acknowledge that the commercial fishing industry and the submarine cable industry are subject to substantial economic pressures, are vulnerable from a variety of regulatory, economic, and market sources, and that their continuing viability is subject to cumulative impacts which they may have on each other; and

WHEREAS, as a result of the environmental review by the Governmental Agencies, the Cable Projects may be conditioned and modified in order to appropriately mitigate potential impacts upon the commercial fishing industry; and

WHEREAS, it is the intent of this Agreement to provide an enforceable agreement, and Fishermen's Association and Cable Company Representative acknowledge that in entering into this Agreement, each of them are relying upon the good faith and representations by each other that the provisions of this Agreement are enforceable and will be implemented in conjunction with the Cable Projects subject to this Agreement; and

WHEREAS, the geographical area of influence of the Agreement is bounded on the south by a line projected due west of the southern border of Humboldt County, on the north by a line projected due west of the Del Norte County/Oregon border, on the east by the mean higher high tide line and on the west by the 1000 fathom depth curve in State and Federal waters (the "Northern California Maritime Area"); and

WHEREAS, each cable laid as part of a Cable Project that becomes subject to the terms of this Agreement shall be referred to herein as a "Covered Cable," and the marine area within one nautical mile on either side of a Covered Cable shall be referred to herein as a "Covered Area."

NOW, THEREFORE, Fishermen's Association and Cable Company Representative hereby agree that the forgoing recitals are incorporated into the Agreement by reference, and further, as follows:

ARTICLE 1 GENERAL PROVISIONS

1.1. Joint Committee

(a) Formation. Fishermen's Association and Cable Company Representative will form a joint committee (hereinafter the "Joint Committee") in accordance with the terms of this Agreement within forty five (45) days of the execution of this Agreement and prior to the installation of any Cable Project in Northern California.

(b) Name and Jurisdiction. The name of the Joint Committee will be the "Redwood Coast Cable & Fishing Joint Committee" or such other name that the Joint Committee selects for itself within fifteen (15) days after its formation. The Joint Committee activities will be limited to matters related Covered Cable(s) within the Covered Area(s) in the Northern California Maritime Area.

(c) Fishermen's Association Composition and Governance. Fishermen's Association will be comprised of representatives holding limited entry trawl permits in the Northern California Maritime Area ("Trawl Fishermen") and representatives holding limited entry fix gear permit or engaged in open access groundfish fix gear fishing in the Northern California Maritime Area ("Non-Trawl Fishermen"). The mechanisms and rules regarding admission of Fishermen into Fishermen's Association will be addressed in the bylaws of Fishermen's Association as agreed between the Fishermen. The Non-Trawl Fishermen will be represented in Fishermen's Association by the following organizations as of the Effective Date: Humboldt Fishermen's Marketing Association; Crescent City Commercial Fishermen's Association; Trinidad Bay Fishermen's Marketing Association; and Shelter Cover Fishing Preservation, Inc. The Fishermen's Association will be governed by a board of directors. Unless unanimously agreed by the Trawl Fishermen and Non-Trawl Fishermen, governance of the Fishermen's Association will be fixed so that two thirds (2/3) of the Fishermen's Association directors will be voted on by and represent the Trawl Fishermen, and 1/3 of the Fishermen's Association directors will be voted on by and represent

the Non-Trawl Fishermen.

(d) Representation. The Joint Committee will be initially be governed by a Board of Directors consisting of twelve (12) voting directors (the "Directors" and each individually a "Director"), which will be appointed as follows:

- (i) Fishermen's Association will appoint six (6) Directors, of which four (4) Directors will be appointed by the Trawl Fishermen and two (2) Directors will be appointed by Non-Trawl Fishermen; and
- (ii) the Cable Company Representative (or representatives of each Covered Cable) will appoint six (6) of the Directors (provided that if there are multiple Covered Cables and Cable Company Representative is not the representing each Covered Cable then the appointed representatives of each Covered Cable will appoint equal numbers of Directors, i.e., if there are two Covered Cables, then the representative of each Covered Cable will each appoint three of the Directors, and if there are three Covered Cables, then the representatives of each Covered Cable will appoint two Directors).

The number of Directors may be modified by a majority vote of sitting Directors; *provided, that:* (I) the number of Directors representing Fishermen's Association must always be equal to the number of Directors representing the Covered Cables; and (II) and the number of Directors representing the Trawl Fishermen must be equal to two thirds (2/3) of the Directors representing Fishermen's Association, and the number of Directors representing the Non-Trawl Fishermen must be equal to 1/3 of the Directors representing Fishermen's Association. Subject to the previous sentence, Fishermen's Association appointed Directors will be selected in a manner determined by Fishermen's Association and drawn from the harbors which are home ports of Fishermen who work in the Northern California Maritime Area. Directors appointed by the Cable Company Representative (or representative of each Covered Cable) will be selected as determined by the Cable Company Representative (or representative of each Covered Cable).

(e) Joint Committee Bylaws. The Joint Committee shall adopt bylaws to implement all aspects of this Agreement, including policies and procedures, to review claims, and to publicize and advance the goals of this Agreement. The bylaws shall provide that in the event that the Directors of the Joint Committee are deadlocked on any issue, then the deadlock shall be resolved by a designated mediator agreeable to the Directors, and appointed to serve as mediator within thirty (30) days of the date of the first deadlock being declared, and who shall continue serving as mediator until replaced by a majority vote of the Directors.

(f) Joint Committee Budget. Cable Company Representative has deposited Fifty Thousand Dollars (\$50,000.00) into an account maintained by Fishermen's Association (the "Operations and Maintenance Account"). Funds from the Operations and Maintenance Account shall pay for Joint Committee activities as approved by the Joint Committee. The Joint Committee shall establish an annual budget for all Joint Committee and related Fishermen's Association activities. The budget shall include, but not be limited to, reasonable amounts for the activities described in Sections 1.1 (f) through (j) of this Agreement, and may include funding to hire one or more individuals to carry out Joint Committee activities as necessary and approved by the Joint Committee. Every year thereafter, Cable Company Representative shall deposit (or, if there are multiple Covered Cables, cause the representatives of such Covered Cables to collectively deposit) additional funds into the Operations and Maintenance Account in the amount of the funds expended in the previous year, such

that the deposit results in the balance of the Operations and Maintenance Account equaling Fifty Thousand Dollars (\$50,000.00) (the “Annual O&M True Up Payment”). The Annual O&M True-Up Payment will be due within thirty (30) business days of receipt of an invoice following the anniversary of the Effective Date. Fishermen’s Association will provide to Cable Company Representative on each anniversary of the Effective Date (or such other date agreed by the Joint Committee) an annual detailed accounting of all funds paid from the Operations and Maintenance Account.

(g) Compensation for Joint Committee Activities. Fishermen’s Association-appointed Directors will be compensated for time and travel expenses reasonably incurred for approved Joint Committee activities, including attendance at Joint Committee meetings. The rate of compensation shall be Sixty Dollars (\$60) per hour, capped at no more than Six Hundred Dollars (\$600) per day plus reasonable travel expenses. All such Fishermen’s Association-appointed Directors will be paid within thirty (30) business days of receipt of invoices from such Directors, unless there is a question or dispute concerning an invoice. All such payments shall be made from the Operations and Maintenance Account.

(h) Negotiation Time and Expense. Compensation for time and expenses incurred by Fishermen’s Association in negotiating this Agreement or the addition of any Covered Cable to this Agreement shall be provided by Cable Company Representative (or the specified representative of the Covered Cable, if Cable Company Representative is not the representative of such Covered Cable) as specified in the applicable Covered Cable Exhibit (as defined below in Section 1.9).

(i) Fishing Vessel Operating Procedures. The Joint Committee shall adopt operating procedures (the “Fishing Vessel Operating Procedures”), to guide operation of commercial fishing vessels in the Covered Area. The procedures should address requirements to use up-to-date charts and navigational aids, and procedures to follow if a trawler’s forward motion slows or stops or if fixed gear haul back becomes compromised when operating within the vicinity of a Covered Cable. The procedures should include reasonable measures that the vessel operator may employ to avoid damage to the cable. A copy of the draft Fishing Vessel Operating Procedures to be considered for adoption by the Joint Committee is attached as **Exhibit B**.

(j) Director Liability. It is not the intent of this Agreement to create any liability of any kind or nature for Fishermen’s Association or any Directors. Cable Company Representative shall make arrangements acceptable to the Joint Committee to address the potential liability of voting Directors resulting from their participation in the Joint Committee. Such arrangements may include indemnification of Directors by Cable Company Representative for Directors’ actions on the Joint Committee, provision of liability insurance covering Directors for their actions on the Joint Committee, reimbursement for reasonable insurance premiums incurred by Directors for Joint Committee participation, or other arrangements acceptable to the Joint Committee.

1.2 Cable Installation, Inspection and Information

(a) Covered Cables will be installed at a depth of at least 1.0 meter beneath the seabed where reasonably feasible. The burial and inspection requirements of this Agreement shall apply only in water depths less than 1000 fathoms (approximately 1829 meters) where California State and Federal authorities have jurisdiction over submarine cables. Each Covered Cable is intended to be completely buried to the extent reasonably possible and to remain buried, except in locations where, due to geophysical constraints, that is infeasible.

(b) Cable Company Representative (or the specified representative of the Covered Cable, if

Cable Company Representative is not the representative of such Covered Cable) shall submit a report to the Joint Committee for each Covered Cable at a minimum of thirty (30) days in advance regarding the timing and method of construction and installation of such Covered Cable. Instruments on the plow shall be used to record the burial operation. The as-built alignment and status of burial of each segment of such Covered Cable will be provided to the Joint Committee within sixty (60) days after installation of such Covered Cable. This report shall serve as evidence, to be provided to the Committee within sixty (60) days after cable installation, of cable burial and will also indicate if the need exists to carry out post lay burial operations using a Remotely Operated Vehicle (ROV).

(c) In all instances, the most modern technology in general commercial use shall be utilized in the cable burial and documentation process. If any video of the installation is recorded, Cable Company Representative shall provide a copy of the video footage to the Joint Committee as part of the report provided no later than sixty (60) days after installation of the Covered Cable. In all crossings of its Covered Cables over existing undersea cable or pipelines, the Cable Company shall employ the latest industry standard protection techniques.

(d) If any length of a Covered Cable or cable crossing cannot be completely buried, the precise location will be identified in "as-built" coordinates and provided to the Joint Committee. In the course of any repair or maintenance, each Covered Cable shall be buried to the extent reasonably feasible to the same depth as it originally was buried. It is the intent of this Agreement to achieve the Cable Project's objectives with minimal impacts upon the viability of the commercial fishing industry and minimal effects upon the extent and historic areas in which the commercial fishing industry is able to operate, and the practices and procedures used by the commercial fishing industry.

(e) Installation Observation and Guard Ship Assignments.

(1) If desired by the Joint Committee, a qualified and insured fisheries industry representative selected by the Joint Committee ("Installation Observer") shall be accommodated on board the main installation vessel to observe cable installation of Covered Cables within the Covered Area. In such instance where an Installation Observer is expected to be accommodated aboard, embarkation and disembarkation locations and timing will be at the reasonable discretion of the representative of the Covered Cable, preferably at planned port-calls. Alternately, the Installation Observer will be provided an internet link with the vessel, or similar remedy, in order to facilitate remote observation and transmission of the cable deployment positions and burial data for the Covered Cable as quickly as may be feasible. The Installation Observer's reasonable fees and expenses, whether at sea or remote, shall be paid by the representative of the Covered Cable. If approved by the Joint Committee, reasonable fees and expenses may include compensation for any training time and expenses incurred by Installation Observer to become a qualified and insured Fishermen representative. The compensation shall be in addition to any funds provided in Sections 1.1(f) and 1.7 of this Agreement. The rate of compensation shall not exceed Six Hundred Dollars (\$600.00) per day plus reasonable travel expenses.

(2) Upon request of the Joint Committee, the Installation Observer will be provided with a laptop computer and access to GPS equipment or other portable devices to enable the Installation Observer to record the approximate installation position of the Covered Cable (the "Installation Position Data"). Installation Position Data recorded by the Installation Observer will be distributed to the Fishermen by the Joint Committee as quickly as reasonably possible. Cable Company Representative shall bear no responsibility for the accuracy of the Installation

Position Data, and the Joint Committee shall inform recipients of the Installation Position Data that it is not the responsibility of Cable Company Representative but is instead provided by the Joint Committee. Recipients of Installation Position Data shall be required to sign a release in which they agree to use the Installation Position Data at their own risk and to release the Joint Committee and Cable Company Representative from any and all claims that may arise from the use of the Installation Position Data.

(3) The Joint Committee shall obtain from Cable Company Representative the requirements applicable to any Installation Observer. The Joint Committee shall compile a list of all Fishermen who wish to be considered for Installation Observer duty and who meet the requirements of Cable Company Representative. Names shall be listed in random order. The Joint Committee shall select Installation Observer from the list compiled. Installation Observer positions shall be offered to individuals in the randomized order in which they appear on the list. If an individual selected is not available or for any reason cannot be available to meet the operation schedule of the cable ship (such operation schedule to be determined at the sole discretion of the master of the cable ship), the next individual on the list shall become the selected observer. If the Joint Committee fails to select an Installation Observer, then Cable Company Representative (or the specified representative of the Covered Cable, if Cable Company Representative is not the representative of such Covered Cable) shall have the option to proceed without an Installation Observer.

(4) If Fishermen's Association determines that a guard vessel is necessary, and the Joint Committee can identify a vessel(s) willing and able to carry out the work, the Cable Company Representative (or the specified representative of the Covered Cable, if Cable Company Representative is not the representative of such Covered Cable) shall employ local vessels for guard duty during cable installation. Before the start of any cable project, the Cable Company Representative will notify the Joint Committee and the Joint Committee shall provide Cable Company Representative with a list of commercial fishing vessels with experience in the Covered Area that may be available for guard vessel duty. The list shall include information about the vessel's gear type, characteristics, and operating status, as well as the owners' contact information. The Cable Company Representative (or the specified representative of the Covered Cable, if Cable Company Representative is not the representative of such Covered Cable) shall select guard vessels from the Joint Committee list taking into consideration the cost, technical characteristics, insurance coverage of the vessel, size, gear type, and area of experience. The Cable Company Representative (or the specified representative of the Covered Cable, if Cable Company Representative is not the representative of such Covered Cable) shall encourage its contractors to change guard vessels from time to time. Payment terms shall be negotiated between the Cable Company Representative (or the specified representative of the Covered Cable, if Cable Company Representative is not the representative of such Covered Cable) and the owners of the guard vessels employed.

(f) Post-Installation Information. For each Covered Cable, Cable Company Representative (or the specified representative of the Covered Cable, if Cable Company Representative is not the representative of such Covered Cable) shall provide the Joint Committee with as-built information, latitude and longitude in WGS 84 datum coordinates, including specification of cable sections thought to be not completely buried, as soon as reasonably possible, but no later than sixty (60) days, after the installation of the Covered Cable. For the purposes of this Agreement, a Covered Cable is considered installed after the last day of post-lay inspection burial (PLIB) operations. This data shall be provided in hard copy, electronically, and on nautical (non-navigational) charts.

(g) **Post-Installation Inspections.** If required by any applicable permit, Cable Company Representative (or the specified representative of the Covered Cable, if Cable Company Representative is not the representative of such Covered Cable) shall conduct ROV burial verification to determine whether any previously completely buried sections of a Covered Cable are no longer completely buried. Copies of video recordings of the verification shall be provided to the Joint Committee within forty-five (45) days of such inspection.

(h) **Unforeseen Consequences.** The economic impacts of each Covered Cable and the appropriate level of mitigation shall be reviewed from time-to-time (but no more frequently than annually) by the Joint Committee, and adjusted, if necessary, for unforeseen consequences arising from the installation, assignment, operation, use, repair, replacement, continuation, and maintenance of the Covered Cable.

(i) **Construction and Installation.** The timing and methods of construction and installation of each Covered Cable shall be reported to the Joint Committee at a minimum of thirty (30) days in advance of installation, with the goal of minimizing any adverse impacts upon the commercial fishing industry. Cable Company Representative agrees to provide reasonable compensation to Fishermen who suffer damage as a result of the acts of installing, repairing, replacing, or maintaining of the Covered Cable, or any incidental activities in connection therewith. The amount of such compensation, as well as those entitled to receive it, shall be determined by Cable Company Representative, with implementing guidelines approved by the Joint Committee, prior to installation. Such compensation shall be in addition to any funds provided in Sections 1.1(f) and 1.7 of this Agreement.

1.3 24-Hour Telephone Hotline

Prior to installation of the first Covered Cable, Cable Company Representative shall provide and maintain a 24-hour, toll-free telephone hotline to receive calls from Fishermen who believe they have snagged gear on a Covered Cable. Cable Company Representative will endeavor to include all Covered Cables on a single 24-hour toll-free hotline. Cable Company Representative will ensure that the hotline is staffed at all times by personnel who have the authority, background, and experience to advise Fisherman whether their reported position is in the vicinity of a Covered Cable. The Joint Committee will develop reporting procedures for hotline usage.

1.4 Gear Replacement Costs/Claims

Cable Company Representative (or the specified representative of the Covered Cable, if Cable Company Representative is not the representative of such Covered Cable) shall pay 100% of the replacement costs of the gear sacrificed by a Fisherman as a result of being snagged on a Covered Cable, *PLUS* a premium in the amount of 50% of the replacement costs of the gear sacrificed by such Fisherman to settle claims for loss of business incurred by the Fisherman provided: (1) the vessel has informed the 24-hour, toll-free telephone hotline of its situation at the time of, or immediately following being snagged; and (2) the vessel's conduct was consistent with the Fishing Vessel Operating Procedures established pursuant to this Agreement. Within three (3) business days of receiving a report of sacrificed gear, Cable Company Representative shall inform the Fisherman of (a) the Joint Committee guidelines for processing such claims, and (b) the information and documentation required from the Fisherman in order to have the claim processed. Within fifteen (15) days of receiving the required information and documentation from the Fisherman, Cable Company Representative (or the specified representative of the Covered Cable, if Cable Company Representative is not the representative of such Covered Cable) shall disburse payment

to the Fisherman or, in case part or all of the claim was denied, inform the Fisherman about the reasons for this determination. The guidelines to be applied for processing claims shall be developed by the Joint Committee prior to installation of the first Covered Cable and shall be based on the principle of making the Fisherman whole for his or her economic loss resulting from the Covered Cable snag. These guidelines shall require that Fishermen take reasonable measures to minimize such loss and provide substantial evidence of the extent of such loss. Such compensation shall be in addition to any funds provided in Sections 1.1(f) and 1.7 of this Agreement.

1.5 Cable Damage Claims/Release of Liability/Dispute Resolution

(a) Cable Company Representative (and the specified representative of the Covered Cable, if Cable Company Representative is not the representative of such Covered Cable) agrees to release any claims for cable damage it might otherwise have, either individually or collectively, against Fishermen, vessels, and vessel owners and refrain from taking any administrative, legal, or other action to sanction and/or recover damages against any Fisherman, vessels, and vessel owners who comply with the Fishing Vessel Operating Procedures established by the Joint Committee. Cable Company Representative further agrees to encourage all administrative, legal, judicial, and other authorities to respect the terms and conditions of this Agreement, and the procedures established by the Joint Committee for the resolution of any claims by the representative for the Covered Cable for damage to its Cable Project (“Covered Cable Damage Claims”). Cable Company Representative (or the specified representative of the Covered Cable, if Cable Company Representative is not the representative of such Covered Cable) hereby agrees to assume all liability, responsibility, and risk for any damage which may occur to its Covered Cables resulting from its inability to construct, maintain, place, and continue Covered Cables in a manner which does not interfere with fishing conducted in conformity with the Fishing Vessel Operating Procedures.

(b) A three-step procedure shall be provided for resolution of all disputes, including disputes concerning Covered Cable Damage Claims and disputes concerning the following claims of Fishermen: (1) claims regarding a Fisherman’s entitlement to the compensation provided in Section 1.4 above; (2) claims arising from any incident involving conduct by Cable Company Representative (and the specified representative of the Covered Cable, if Cable Company Representative is not the representative of such Covered Cable) and/or their agents that negligently damages the Fisherman’s fishing gear and the fish contained in such gear; (3) claims arising from any conduct by Cable Company Representative (and the specified representative of the Covered Cable, if Cable Company Representative is not the representative of such Covered Cable) or its agents that removes or damages, or tampers with the Fisherman’s fishing gear and the fish contained in such gear without authorization from the Fisherman; and (4) claims regarding a Fisherman’s entitlement to compensation provided in Section 1.2(f) above.

(c) Pursuant to the procedure:

(1) The parties to the dispute, before taking any legal action, will first meet and confer informally and in good faith to try to resolve any such dispute. As part of this meet and confer process, the parties to the dispute shall meet with the Joint Committee in an effort to resolve the dispute.

(2) If the parties are unable to resolve their dispute through the meet and confer process, the parties to the dispute agree that they will submit the dispute to formal non-binding mediation to be conducted by a qualified, neutral mediator agreed to by the parties. The fees and

expenses relating to the hiring of and cost of the mediator and related expenses, shall be paid by Cable Company Representative (or the specified representative of the Covered Cable, if Cable Company Representative is not the representative of such Covered Cable).

(3) If the parties are unable to settle the dispute through mediation, the parties shall be free to pursue any legal remedies and assert any legal defenses available to them. If parties agree to submit the dispute to binding arbitration, Cable Company Representative (or the specified representative of the Covered Cable, if Cable Company Representative is not the representative of such Covered Cable) agrees to pay the arbitrator's fees (but not attorney fees for the other party to the dispute).

(d) In cases where a Joint Committee vote is required to assist in the resolution of disputes, Fishermen's Association-appointed Directors and Cable Company Representative-appointed Directors shall have an equal number of votes.

1.6 Out-of-Service Cables

Cable Company Representative agrees to remove out-of-service Covered Cables whenever removal is feasible.

1.7 Commercial Fishing Industry Improvement Fund

(a) Fishermen's Association will establish an account to be funded by the Cable Company Representative and administered by Fishermen's Association for the enhancement of commercial fisheries and the commercial fishing industry and support facilities in the Northern California Maritime Area (the "Fisheries Improvement Fund"). Cable Company Representative (or the specified representative of the Covered Cable, if Cable Company Representative is not the representative of such Covered Cable) shall make an annual payment as set forth in the applicable Covered Cable Exhibit to the Fisheries Improvement Fund for each Covered Cable. This payment shall be due within thirty (30) days of the start of the installation of each Covered Cable. Fishermen's Association will have the sole authority to determine how the Fisheries Improvement Fund is utilized, *provided that* the funds are used solely for fisheries research, education, management, safety, socioeconomic, or development purposes, and priority shall be given to navigational aids (i.e. plotters for trawlers and bottom longline vessels). The Fisheries Improvement Fund shall in no event be used for any illegal or immoral purpose and shall in no event be utilized to oppose the activities of Cable Company Representative or any Cable Project. Fishermen's Association will provide to Cable Company Representative on each anniversary of the Effective Date an annual detailed accounting of all funds paid from the Fisheries Improvement Fund.

(b) Fishermen's Association will endeavor each year to fully disburse all funds from the Fisheries Improvement Fund, or earmark funds for use for special projects in future years. If at any time the funds in the Fisheries Improvement Fund exceeds two times (2x) the annual amount to be deposited in the Fisheries Improvement Fund (the "Fund Accumulation Cap"), then Cable Company Representative (or the specified representative of the Covered Cable, if Cable Company Representative is not the representative of such Covered Cable) will not be obligated to make the annual payment into the Fisheries Improvement Fund until such time that the funds in the Fisheries Improvement Fund drops below the Fund Accumulation Cap. If there are multiple Covered Cables, the Fund Accumulation Cap will equal two times (2x) the cumulative total of the annual amount to be deposited into the Fisheries Improvement Fund for all such Covered Cables. Notwithstanding the forgoing, however, Fishermen's Association can earmark funds in the Fisheries Improvement Fund for special projects, and if such

earmarks are reported to the Joint Committee, the earmarked funds will not count against the Fund Accumulation Cap.

(c) Additional Cable Projects (*i.e.*, in addition to the Cable Projects already subject to this Agreement) shall constitute new projects for the purpose of this Agreement. For each Covered Cable installed as part of any Cable Project, Cable Company Representative (or the specified representative of the Covered Cable, if Cable Company Representative is not the representative of such Covered Cable) shall annually deposit an additional \$75,000 plus a 2% annual increase into the Commercial Fishing Industry Improvement Fund. To calculate the annual fee for a new project, a 2% annual increase will be applied to the base fee of \$75,000 beginning upon the Effective Date and continuing until the date of the installation of the new Covered Cable.

1.8 Parties

Each of the parties to this Agreement represents that it has the power to enter into this Agreement and to perform its obligations as set forth in this Agreement.

1.9 Amendment for Additional Cable Projects and Additional Covered Cables

This Agreement is intended as a framework that can be utilized to cover multiple Cable Projects. If the parties agree to add a new Cable Project under the terms of this Agreement (in which case the cable installed as part of such Cable Project would become a Covered Cable), Fishermen's Association and Cable Company Representative (or the specified representative of the Covered Cable, if Cable Company Representative is not the representative of such Covered Cable) will amend this Agreement by adding a new "Covered Cable Exhibit" (as Exhibit A-2, A-3, etc.). Each Covered Cable Exhibit will contain the relevant information regarding the associated Cable Project, including negotiation cost reimbursement amount, percentage of the O&M Fee and the Fisheries Improvement Fund payment applicable for such Covered Cable. Exhibit A-1 is the first Covered Cable Exhibit to this Agreement.

1.10 Assignment

The parties may assign or otherwise transfer this Agreement and such party's duties and obligations contained in this Agreement, provided that the other party is promptly notified of any such assignment. This Agreement shall be binding on the parties and their respective successors and assigns.

1.11 Covered Cable Removal or Abandonment.

The obligations of this Agreement shall terminate as to any Covered Cable at such time Cable Company Representative (or the specified representative of the Covered Cable, if Cable Company Representative is not the representative of such Covered Cable) or its successor either: (i) removes the Covered Cable or (ii) abandons the Covered Cable in place if removal is not feasible and pays the Abandoned Cable Fee (defined below). If removal is not feasible and the Covered Cable will be abandoned in place, Cable Company Representative (or the specified representative of the Covered Cable, if Cable Company Representative is not the representative of such Covered Cable) or its successor will make a one-time deposit in the amount specified in Table 1.11 below (the "Abandoned Cable Fee") into a separate account directed by Fishermen's Association to pay the replacement costs of the gear sacrificed by a Fisherman as a result of being snagged on such abandoned cable (the "Abandoned Cable Fund"). The Abandoned Cable Fee shall be due within thirty (30) business days of receipt of an invoice following the determination that the Covered Cable will be abandoned in place. Any claims for replacement costs

of the gear sacrificed by a Fisherman as a result of being snagged on an abandoned cable will be processed in the same manner and subject to the same standards as established in Section 1.4 above, except that any replacement cost will be paid from the Abandoned Cable Gear Fund only (and no current or former Cable Company Representative, or the specified representative of the Covered Cable if Cable Company Representative was not the representative of such Covered Cable, or its successors will have any other liability to any Fisherman related to snags or other gear losses on an abandoned cable).

Date of Payment of Abandoned Cable Fee	Abandoned Cable Fee
On or Before December 31, 2045	\$150,000
Between January 1, 2046 and December 31, 2055	\$175,000
On or after January 1, 2056	\$200,000

Table 1.11

ARTICLE 2 MISCELLANEOUS

2.1 Governing Law

This Agreement, and the rights and duties of the parties arising hereunder shall be governed by and construed in accordance with the laws of the State of California except provisions of that law referring governance or construction to the law of another jurisdiction.

2.2 Anti-Corruption Compliance

In connection with the negotiation and performance of this Agreement, the Parties, on behalf of themselves, their agents and representatives, represent and warrant that they have not engaged in and covenants that they shall refrain from offering, promising, paying, giving, authorizing the paying or giving of, soliciting, or accepting money or Anything of Value, directly or indirectly, to or from any person in any manner that would constitute bribery or an illegal kickback, or would otherwise violate applicable anti-corruption law. "Anything of Value" includes, but is not limited to, cash or a cash equivalent (including "grease", "expediting" or facilitation payments), discounts, rebates, gifts, meals, entertainment, hospitality, use of materials, facilities or equipment, transportation, lodging, or promise of future employment.

2.3 Counterparts

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which constitute but one Agreement.

2.4 Miscellaneous

(a) Unless specifically agreed in writing, no party may commit the other parties to any agreement or undertaking.

(b) Nothing in this Agreement shall be construed to create or constitute a partnership, agency or similar relationship or to create joint or several liability on the part of any of the parties.

(c) All correspondence should be directed to the addressees and individuals indicated next to the signature of each party, or to such other address or individuals as a party may request in writing from time to time.

(d) This Agreement may not be amended except by a written instrument signed by each of the parties hereto.

(e) This Agreement amends and restates in its entirety that certain Northern California Cable & Fishing Agreement executed by Fishermen's Association and Cable Company Representative dated June 25, 2020 (the "Existing Agreement"), and the parties agree that the Existing Agreement will be of no further force and effect. This Agreement supersedes any and all other agreements and representations respecting the subject matter hereof.

(f) The headings in this Agreement are strictly for convenience and do not amplify or limit any of the terms, provisions, or conditions hereof.

(g) If any provision of this Agreement is held invalid, illegal, or unenforceable, in whole or in part, neither the validity of the remaining part of such provision nor the validity of the remaining provisions of this Agreement will be in any way affected. The parties will cooperate in trying to replace the invalid, illegal, or unenforceable provision with a valid provision that attempts to achieve the same result.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have entered into this Agreement by their duly authorized representative effective as of the Effective Date.

RTI Infrastructure, Inc. (“Cable Company Representative”)

By:
Title: _____

North Coast Fishermen's Cable Committee (“Fishermen’s Association”)

By:
Title: _____

EXHIBIT A-1 RTI Eureka Cable

The RTI Eureka Subsea Cable System (“RTI Eureka Cable”) will be installed in the corridor identified in this Exhibit A-1 and will land at Samoa Beach, Eureka, California.

The Covered Area for RTI Eureka Cable is the marine area within one nautical mile on either side of the Covered Cable route from latitude N40° 48.281' to latitude N40 ° 52.560' and from the California shore out to the 1000 fathom curve, as shown below.

Fee Schedule

- Cable Company Representative previously paid all amounts due to Fishermen’s Association pursuant to Section 1.1(h) above and no additional amounts will be due to Fishermen’s Association pursuant to Section 1.1(h) with respect to the RTI Eureka Cable.
- Cable Company Representative will initially fund 100% of the Operations and Maintenance Account (\$50,000) and 100% of the Annual O&M True Up Payment unless and until a future Covered Cable is added under the Agreement. If a future Covered Cable is added, Cable Company Representative will fund its proportionate share of the Annual O&M True Up Payment.
- Subject to the last sentence of this paragraph, Cable Company Representative will pay **\$100,000.00** annually into the Fisheries Improvement Fund. The amount payable for the first year will be prorated and calculated from the start of the installation of the RTI Eureka Cable in the Covered Area to the end of the calendar year. The first payment shall be paid within thirty (30) days of the start of installation of the RTI Eureka Cable in the Covered Area. Annually thereafter Cable Company Representative will pay \$100,000 into the Fisheries Improvement Fund within thirty (30) business days of the receipt of an invoice from Fishermen’s Association. If one or more additional Covered Cables are installed by Cable Company Representative or by any third party, the \$100,000 annual payment for the RTI Eureka Cable shall be reduced to \$75,000 per year.

RTI Phase 1 Eureka Cable – Route Position List

RTI Phase 1 Eureka Cable												
Pos No.	Event	Latitude		Longitude		Bearing T	Distance (km)		Cable Type	Approx Water Depth (m)	Planned Target Burial Depth (m)	Additional Route Features
							Between Positions	Cumulative Total				
1	BMH EUREKA	40 °	48.281 ' N	124 °	11.887 ' W			0.000		0		
2	End HDD, Start AP	40 °	48.610 ' N	124 °	12.939 ' W	292.35 °	1.600	1.600	SA	16	1.5	
3	End AP	40 °	48.619 ' N	124 °	12.972 ' W	291.16 °	0.050	1.650	DAS	17	1.5	
4	AC	40 °	48.709 ' N	124 °	13.278 ' W	291.16 °	0.460	2.110	DAS	20	1.5	
5	PLDN	40 °	48.749 ' N	124 °	13.326 ' W	317.14 °	0.100	2.210	DAS	22	1.5	
6	AC	40 °	49.035 ' N	124 °	13.676 ' W	317.15 °	0.724	2.933	DAS	25	1.5	
7	AC	40 °	49.239 ' N	124 °	13.790 ' W	336.93 °	0.410	3.343	DAS	32	1.5	Start of additional survey
8	AC	40 °	49.239 ' N	124 °	13.790 ' W	309.69 °	3.936	7.279	DAS	33	1.5	
9	AC	40 °	50.597 ' N	124 °	15.944 ' W	285.67 °	3.165	10.444	DAS	36	1.5	
10	AC	40 °	51.059 ' N	124 °	18.112 ' W	266.63 °	3.027	13.471	DAS	46	1.5	
11	AC	40 °	50.963 ' N	124 °	20.262 ' W	259.52 °	2.801	16.272	DAS	46	1.5	End of additional survey
12	POL	40 °	50.688 ' N	124 °	22.222 ' W	273.38 °	3.956	20.228	DAS	200	1.5	200m WD
13	Tr DAS/SA	40 °	50.814 ' N	124 °	25.032 ' W	274.07 °	3.288	23.516	DAS	340	1.5	
14	AC	40 °	50.940 ' N	124 °	27.365 ' W	274.06 °	1.731	25.247	SA	403	1.5	
15	AC	40 °	51.006 ' N	124 °	28.594 ' W	272.56 °	0.497	25.744	SA	416	1.5	Enter US CZ, Exit US TW
16	MB	40 °	51.018 ' N	124 °	28.947 ' W	272.38 °	3.327	29.071	SA	500	1.5	500m WD
17	POL	40 °	51.093 ' N	124 °	31.312 ' W	272.38 °	2.696	31.767	SA	548	1.5	
18	AC	40 °	51.153 ' N	124 °	33.229 ' W	271.60 °	4.635	36.402	SA	594	1.5	Enter US BOEM Wind Planning Area 2 13 2019
19	POL	40 °	51.223 ' N	124 °	36.526 ' W	271.57 °	0.541	36.943	SA	601	1.5	Enter Groundfish EFH - Samoa Deepwater
20	POL	40 °	51.231 ' N	124 °	36.911 ' W	271.59 °	3.267	40.210	SA	687	1.5	
21	S112R044	40 °	51.280 ' N	124 °	39.234 ' W	271.59 °	0.070	40.280	SA	690	1.5	
22	AC	40 °	51.281 ' N	124 °	39.284 ' W	286.62 °	2.594	42.874	SA	803	1.5	Exit Groundfish EFH - Samoa Deepwater
23	POL	40 °	51.682 ' N	124 °	41.053 ' W	286.67 °	0.500	43.374	SA	815	1.5	
24	PLUP	40 °	51.759 ' N	124 °	41.394 ' W	286.67 °	2.920	46.294	SA	901	1.5	Exit US BOEM Wind Planning Area 2 13 2019
25	POL	40 °	52.212 ' N	124 °	43.385 ' W	286.69 °	0.730	47.024	SA	975	1.5	
26	PLDN	40 °	52.325 ' N	124 °	43.883 ' W	286.69 °	0.879	47.903	SA	1000	1.5	1000m WD
27	POL	40 °	52.462 ' N	124 °	44.482 ' W	286.70 °	0.472	48.376	SA	1049	1.5	
28	AC	40 °	52.535 ' N	124 °	44.804 ' W	278.48 °	0.314	48.689	SA	1091	1.5	Enter US EEZ, Exit US CZ
28	MB	40 °	52.560 ' N	124 °	45.025 ' W							

EXHIBIT B

PROCEDURES FOR OPERATING NEAR COVERED CABLES

The following are adopted under the “AMENDED AND RESTATED NORTHERN CALIFORNIA CABLE & FISHING AGREEMENT” dated as of July __, 2021 (the “Agreement”). Following these procedures protects a Fisherman from potential liability for damaging a Covered Cable under that Agreement, and facilitates reimbursement for fishing gear lost as provided in the Agreement.

SAFETY FIRST

The Joint Committee discourages trawling or placing other fishing gear over submarine cables. These procedures define how vessels should behave when fishing in the vicinity of cables. These procedures do not change the vessel operator’s authority and responsibility to care for the safety of crewmembers, passengers and the vessel, taking all relevant factors into account. **No step in these procedures should be followed if doing so would be unsafe.**

PROCEDURES WHEN OPERATING NEAR A COVERED CABLE

For purposes of these procedures, a vessel is considered “near” a Covered Cable if the distance from the vessel to the charted position of the Covered Cable is equal to or less than:

- 3 times the depth of water, in depths 150 fathoms (275 meters) or more, or
- 4 times the depth of water, in depths less than 150 fathoms (275 meters).

A vessel relying on Loran instead of GPS or DGPS should assume a potential error of ½ mile in the vessel’s position, and should consider itself “near” a Covered Cable if it is within ½ mile plus three times the depth of water of the charted position of the Covered Cable.

WHENEVER OPERATING “NEAR” A COVERED CABLE, A VESSEL MUST COMPLY WITH ALL OF THE FOLLOWING STEPS, A THROUGH F:

- A. The vessel shall have on board in useable form the most current nautical chart information including:
 - 1. The latest NOAA chart available for at least 72 hours prior to the vessel operating near a Covered Cable;
 - 2. Any updates (electronic and/or paper chart) made available by the “Joint Committee” at least 72 hours prior to the vessel operating near a Covered Cable, such as those regarding cable burial status; and
 - 3. Nautical chart information made available to the Joint Committee by Cable Company Representative at least 72 hours prior to the vessel operating near a Covered Cable.
- B. Anyone acting as helmsman “near” a Covered Cable must understand and be able to implement these procedures.
- C. If a vessel has an electronic or video chart plotter, the route of the Covered Cable shall be displayed on the plotter screen or display. If the vessel has gear on the bottom near a Covered Cable, the plotter shall be recording the tow.
- D. When operating “near” a Covered Cable, due care should be observed.

E. No clam or scallop dredge, vessel anchor, grapnel, or other gear designed to significantly penetrate the surface of the seabed should be used “near” a Covered Cable. All trawl or other fishing gear should be in good condition, free of elements that could snag cables.

F. The helmsman should closely monitor the groundspeed by the most accurate means available when “near” a Covered Cable, and monitor the video plotter display for any sign of possible cable contact.

PROCEDURES IN CASE OF POSSIBLE CABLE CONTACT

1. In case of any deviation from normal towing conditions the helmsman, if other than the master, should summon the master of the bridge. The master of the vessel shall take all appropriate action to keep the vessel safe and protect the Covered Cable.
2. If conditions (such as reduced speed near a Covered Cable) suggest possible cable contact, the operator should take the vessel out of gear.
3. Do not attempt to free the gear by hauling up gear or by powering up the vessel.
4. If the available communications equipment allows, call the hotline at 1 800 ***-**** to report the incident, your vessel name and location. The representative will check the position, and if it appears to be on a Covered Cable, will ask that you cut away (sacrifice) your gear.

If you are unable to speak with a hotline representative and it appears that the trawl gear is fouled on a cable, the gear should be cut away (sacrificed). The gear should also be cut away if so advised by the hotline representative.

5. Before the leaving of the scene of a suspected cable contact, or as soon as possible after returning to port, the master should call 1 800 ***-**** and supply all information requested.
6. In any case of a possible or known cable contact, the master and helmsmen should file a report with Cable Company Representative immediately upon returning to port; preserve all related records (including tow records); and cooperate with any investigation by the Joint Committee or by the Cable Company Representative. The report should contain the following information as a minimum:
 - Vessel name
 - Vessel documentation or state registration number
 - Vessel owner’s name and contact information
 - Captain’s name and contact information
 - Vessel length and horsepower
 - Date and time of incident
 - Location of incident
 - Water depth at location of incident
 - Description of incident
 - Description of fishing gear involved]
7. Sacrificed gear should be marked (by a buoy or float) where possible to allow for gear recovery if the claim is deemed to be unrelated to the presence of a Covered Cable.