



THREE RIVERS LEVEE IMPROVEMENT AUTHORITY

Yuba County Government Center, Board Chambers

915 Eighth Street, Suite 109A

Marysville, California

JANUARY 3, 2023 – TIME 2:30 P.M.

AGENDA

HYBRID MEETING IN PERSON AND VIA ZOOM

In person meeting: The board meeting will be open to in-person attendance. To remain in compliance with the state's public health guidance and CalOSHA COVID-19 Emergency Temporary Regulations [8 CCR §3205], **masks will be encouraged to be worn by individuals who are not fully vaccinated while inside the Government Center and while in the Board Chambers.**

Zoom meeting: The Board proceedings are available via Zoom and you may participate in Public Comment by using the "raise hand" function. Pursuant to Government Code section 54953, local legislative bodies may hold public meetings via teleconference. Additionally, even when members of the local legislative body are attending meetings in person the local legislative body may make public meetings accessible telephonically or otherwise electronically to all members of the public. Members of the public are encouraged to observe and participate in the teleconference."

The meeting information for the Board of Directors and the public is as follows:

Join Zoom Meeting

<https://us02web.zoom.us/j/82304297114>

Meeting ID: 823 0429 7114

To participate via the audio only teleconference, dial in to the meeting using the below information:

1-669-900-9128 (San Jose)

1-346-248-7799 (Houston)

Meeting ID: 823 0429 7114

Any member of the public on the telephone may speak during Public Communications. During this period of modified Brown Act Requirements, Three Rivers Levee Improvement Authority will use best efforts to swiftly resolve requests for reasonable modifications or accommodations with individuals with disabilities, consistent with the Americans with Disabilities Act, and resolving any doubt whatsoever in favor of accessibility.

I **ROLL CALL** – Directors Atwal, Bradford, Brown, Ledbetter, Vasquez

II **ACTION ITEM**

A. Adopt resolution authorizing remote teleconference meetings of the Three Rivers Levee Improvement Authority (TRLIA) pursuant to the Brown Act.

III **ELECTION OF 2023 CHAIR AND VICE CHAIR**

IV **PUBLIC COMMUNICATIONS:** Any person may speak about any subject of concern within the jurisdiction of TRLIA which is not on today's agenda. The total amount of time allotted shall be limited to a total of 15 minutes and each individual or group will be limited to no more than 5 minutes. If you are participating via Zoom and wish to comment, please use the "raise hand" function, or *9 if participating on a phone.

V CONSENT ITEM

- A. Approve meeting minutes of December 6, 2022.
- B. Approve amendment No. 2 to the agreement with Geosyntec Consultants for environmental consulting services extending the term date to December 31, 2023, and authorize Executive Director to execute.
- C. Approve amendment No. 24 to the agreement with HDR Inc., for engineering services extending the term date to December 31, 2023, and authorize Executive Director to execute.
- D. Approve amendment No. 14 to the agreement with ENGEO Incorporated for engineering services extending the term date to December 31, 2023, and authorize Executive Director to execute.

VI ACTION ITEM

- A. Authorize Chair to execute revised letter of commitment for the local share of Building Resilient Infrastructure and Communities (BRIC) program for the Yuba County Climate Resiliency Project.
- B. Approve final Operation, Maintenance, Repair, Replacement & Rehabilitation (OMMRR&R) agreement for the 200-year Goldfields Levee Project between Three Rivers Levee Improvement Authority (TRLIA), Reclamation District 784 (RD784), and the Central Valley Flood Protection Board, and authorize Executive Director to execute upon review and approval of General Counsel.

VII BOARD /STAFF REPORTS

- A. Miscellaneous Reports

VIII ADJOURN

The complete agenda, including backup material, is available at the Yuba County Government Center, 915 8th Street, Suite 109, the County Library at 303 Second Street, Marysville, and www.trlia.org. Any disclosable public record related to an open session item on the agenda and distributed to all or a majority of the Board of Directors less than 72 hours prior to the meeting are available for public inspection at Suite 109 during normal business hours.

In compliance with the Americans with Disabilities Act, the meeting room is wheelchair accessible and disabled parking is available. If you have a disability and need disability-related modifications or accommodations to participate in this meeting, please contact the Clerk of the Board's office at (530) 749-7510 or (530) 749-7353 (fax). Requests must be made one full business day before the start of the meeting.

RESOLUTION NO. 2023-__

**AUTHORIZING REMOTE TELECONFERENCE MEETINGS OF THREE RIVERS
LEVEE IMPROVEMENT AUTHORITY PURSUANT TO THE BROWN ACT**

WHEREAS, the Three Rivers Levee Improvement Authority (“Authority”) is committed to preserving public access and participation in meetings of the Board of Directors; and

WHEREAS, all meetings of the Authority are open and public, as required by the Ralph M. Brown Act (Gov. Code, §§ 54950 – 54963) (“Brown Act”), so that any member of the public may attend, participate, and watch the Authority’s legislative body conduct its business; and

WHEREAS, Assembly Bill 361 added Government Code section 54953(e) to make provisions for remote teleconferencing participation in meetings by members of a legislative body, without compliance with the requirements of Government Code section 54953(b)(3), subject to the existence of certain conditions; and

WHEREAS, a required condition is that a state of emergency is declared by the Governor pursuant to Government Code section 8625, proclaiming the existence of conditions of disaster or of extreme peril to the safety of persons and property within the state caused by conditions as described in Government Code section 8558; and

WHEREAS, such conditions now exist within the Authority , specifically, on March 4, 2020, Governor Gavin Newsom proclaimed a State of Emergency to exist in California due to the threat of COVID-19; despite sustained efforts, the virus continues to spread and has impacted nearly all sectors of California; and

WHEREAS, it is further required that state or local officials have imposed or recommended measures to promote social distancing, or, the legislative body determines that meeting in person would present imminent risks to the health and safety of attendees; and

WHEREAS, the Board of Directors previously adopted a Resolution, number 2021-08 on October 19, 2021, finding that the requisite conditions existed for the Authority to conduct remote teleconference meetings without compliance with paragraph (3) of subdivision (b) of section 54953; and

WHEREAS, as a condition of extending the use of the provisions found in Section 54953(e), the Board of Directors must reconsider the circumstances of the state of emergency that exists in the Authority ; and

WHEREAS, such conditions persist in the Authority, specifically, the March 4, 2020 State of Emergency Proclamation remains active in California due to the continued threat of COVID-19; and

WHEREAS, the Board of Directors does hereby find that meeting in person would present imminent risks to the health or safety of attendees; and

WHEREAS, the Board of Directors does hereby find that the Authority shall continue to conduct its meetings without compliance with paragraph (3) of subdivision (b) of Government Code section 54953, as authorized by subdivision (e) of section 54953, and that the Board shall comply with the requirements to provide the public with access to the meetings as prescribed in paragraph (2) of subdivision (e) of section 54953; and

WHEREAS, all meeting agendas, meeting dates, times, and manner in which the public may participate in the public meetings of the Authority and offer public comment by telephone or internet-based service options including video conference are posted on the District website and physically outside of the Authority office.

NOW, THEREFORE, THE BOARD OF DIRECTORS OF THREE RIVERS LEVEE IMPROVEMENT AUTHORITY DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. Recitals. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

Section 2. Risks to Health and Safety of Attendees. The Board has reconsidered the conditions of the State of Emergency and hereby determines that meeting in person would present imminent risks to the health or safety of attendees.

Section 3. Remote Teleconference Meetings. Authority staff are hereby authorized and directed to take all actions necessary to carry out the intent and purpose of this Resolution, including conducting open and public meetings in accordance with Government Code section 54953(e) and other applicable provisions of the Brown Act.

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Section 4. Effective Date of Resolution. This Resolution shall take effect immediately upon its adoption and shall be effective until the earlier of (i) February 2, 2023, or such time the Board of Directors adopts a subsequent resolution in accordance with Government Code section 54953(e)(3) to extend the time during which the Authority may continue to teleconference without compliance with paragraph (3) of subdivision (b) of section 54953.

PASSED AND ADOPTED by the Board of Directors of Three Rivers Levee Improvement Authority, this 3rd day of January 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Chairperson

ATTEST:
CLERK OF THE BOARD

APPROVED AS TO FORM:

Andrea P. Clark.

Andrea P. Clark, General Counsel, TRLIA



THREE RIVERS LEVEE IMPROVEMENT AUTHORITY

DECEMBER 6, 2022

MINUTES

Called to order at 2:30 p.m. with a quorum being present as follows: Directors Sarbdeep Atwal, Rick Brown, Gary Bradford and Andy Vasquez; Director Gary Ledbetter attended via ZOOM. Also present were Executive Director Kevin Mallen, General Counsel Andrea Clark, and Board Clerk Angela Dayberry. Chair Atwal presided.

I ROLL CALL – Directors Atwal, Bradford, Brown, Ledbetter, Vasquez - all present

II PUBLIC COMMUNICATIONS: None

III CONSENT ITEMS

MOTION: Move to approve Consent Agenda

MOVED: Gary Bradford SECOND: Rick Brown

AYES: Sarbdeep Atwal, Gary Bradford, Rick Brown, Gary Ledbetter, Andy Vasquez

NOES: None ABSTAIN: None ABSENT: None

Approved via unanimous Roll Call Vote

A. Approve meeting minutes of November 1, 2022

B. Adopt resolution authorizing remote teleconference meetings of the Three Rivers Levee Improvement Authority (TRLIA) pursuant to the Brown Act. Adopted Resolution No. 2022-23

IV ACTION ITEMS

A. Adopt resolution approving amendments to the Prop 1E agreement and the General Fund agreement for the Feather River Floodway Corridor Restoration Project, and authorize Executive Director to execute any and all amendments. Executive Director Kevin Mallen provided a brief recap and introduced Yuba Water Agency Project Manager Kyle Morgado, who provided additional background on administrative steps to continue closeout of Project agreements.

MOTION: Move to adopt

MOVED: Sarbdeep Atwal SECOND: Gary Bradford

AYES: Sarbdeep Atwal, Gary Bradford, Rick Brown, Gary Ledbetter, Andy Vasquez

NOES: None ABSTAIN: None ABSENT: None

Adopted Resolution No. 2022-24 via unanimous Roll Call Vote

- B. Approve temporary agreement with Yuba Water Agency for support of agency staff to assist Executive Director in the oversight and management of Three Rivers Levee Improvement Authority (TRLIA) for a term of January 1, 2023 through December 31, 2024, and authorize Chair to execute. Yuba Water Agency Director of Water Resources and Flood Risk Reduction Ryan McNally provided background on the need for additional support staff.

MOTION: Move to approve

MOVED: Andy Vasquez SECOND: Gary Bradford

AYES: Sarbdeep Atwal, Gary Bradford, Rick Brown, Gary Ledbetter, Andy Vasquez

NOES: None ABSTAIN: None ABSENT: None

Approved via unanimous Roll Call Vote

- C. Approve amendment No. 13 to the agreement with Larsen Wurzel & Associates, Inc. for financial consulting services in the amount of \$102,400, and authorize Executive Director to execute. Executive Director Kevin Mallen introduced Financial Consultant Seth Wurzel, who provided additional background on the need for continued services.

MOTION: Move to approve

MOVED: Gary Bradford SECOND: Andy Vasquez

AYES: Sarbdeep Atwal, Gary Bradford, Rick Brown, Gary Ledbetter, Andy Vasquez

NOES: None ABSTAIN: None ABSENT: None

Approved via unanimous Roll Call Vote

- D. Adopt resolution declaring real property APN 018-180-085 as Surplus Land per Government Code §54220 et seq. and not necessary for Three Rivers Levee Improvement Authority's use. Yuba Water Agency Project Manager Kyle Morgado provided a brief recap.

MOTION: Move to adopt

MOVED: Andy Vasquez SECOND: Gary Bradford

AYES: Sarbdeep Atwal, Gary Bradford, Rick Brown, Gary Ledbetter, Andy Vasquez

NOES: None ABSTAIN: None ABSENT: None

Adopted Resolution No. 2022-25 via unanimous Roll Call Vote

IV BOARD/STAFF REPORTS

Executive Director Kevin Mallen provided information on continued grant opportunities.

Yuba Water Agency Project Manager Kyle Morgado recapped project closeouts.

V ADJOURNED at 2:42 p.m.

Chair

ATTEST: MARY PASILLAS
CLERK OF THE BOARD OF SUPERVISORS
AND SECRETARY OF THE PUBLIC AUTHORITY

Approved: _____



THREE RIVERS LEVEE IMPROVEMENT AUTHORITY

1114 Yuba Street, Suite 218

Marysville, CA 95901

Office (530) 749-7841 Fax (530) 749-6990

December 21, 2022

TO: Three Rivers Levee Improvement Authority Board
FROM: Kevin Mallen, Executive Director *[Signature]*
Ric Reinhardt, Program Manager
SUBJECT: Approve Contract Amendment 2 with Geosyntec Consultants for Environmental Consulting Services for Feather & Bear Setback Projects

Recommended Action:

Approve contract Amendment No. 2 to extend the contract termination date to December 31, 2023 for Geosyntec Consultants to provide continued environmental consulting services to the Three Rivers Levee Improvement Authority; and authorize the Executive Director to negotiate, sign and execute the contract upon review by General Counsel.

Background:

The TRLIA Board awarded a contract to Geosyntec on October 15, 2001 to provide environmental consultation services related to the easement and endowment closeout for the Feather River Setback and Bear River Setback Preserves. The contract included Phase I ESAs as part of project closeout.

Discussion:

Geosyntec's contract expires 12/31/22 and may have outstanding consultation to perform to close out existing scopes of work. Request to extend contract termination date to 12/31/23.

Fiscal Impact:

This contract extension has no fiscal impact, as the scope of work and budget are already included under prior amendments.

Attachment:

1. Amendment No. 2

AMENDMENT NO. 2
TO
AGREEMENT BETWEEN
THREE RIVERS LEVEE IMPROVEMENT AUTHORITY
AND
GEOSYNTEC CONSULTANTS INC.

THIS SECOND AMENDATORY AGREEMENT is made effective _____, 2023, by and between the Three Rivers Levee Improvement Authority ("TRLIA") and Geosyntec Consultants Inc., ("Consultant"), who agree as follows:

1. **Recitals.** This Amendment is made with reference to the following background recitals:

- 1.1. Effective October 15, 2021 the parties entered into an Agreement ("AGREEMENT") for Professional Services relating to Engineering Services for TRLIA's Construction Program.
- 1.2. Effective May 17, 2022 the parties entered into the first Amendatory Agreement to increase the budget by \$4,000 to a total of \$22,000.
- 1.3. Article C.24 of the AGREEMENT, states that modifications or amendments to the terms of the AGREEMENT shall be in writing and executed by both parties;
- 1.4. TRLIA and the CONSULTANT desire to amend the AGREEMENT;

NOW, THEREFORE, TRLIA and the CONSULTANT agree as follows:

2. **Second Amendment to Agreement.** The Professional Services Agreement is hereby amended as follows:

- 2.1. To extend the Termination Date of the contract from December 31, 2022 to December 31, 2023.

3. **No Effect on Other Provisions.** Except for the amendments in Section 2, the remaining provisions of the Professional Services Agreement shall be unaffected and remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on _____, 2023.

THREE RIVERS LEVEE
IMPROVEMENT AUTHORITY

GEOSYNTEC CONSULTANTS INC.

Kevin Mallen
Executive Director

Joseph Niland

Joe J. Niland
Vice President

ATTEST:

Mary Pasillas
Clerk of the Board, TRLIA

APPROVED AS TO FORM:

Andrea P. Clark

Andrea P. Clark
General Counsel, TRLIA



THREE RIVERS LEVEE IMPROVEMENT AUTHORITY

1114 Yuba Street, Suite 218

Marysville, CA 95901

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January 3, 2023

TO: Three Rivers Levee Improvement Authority Board
FROM: Kevin Mallen, Executive Director *Km Mallen*
Ric Reinhardt, Program Manager
SUBJECT: Approve Contract Amendment No. 24 with HDR Inc, for Engineering Services

Recommended Action:

Approve contract Amendment No. 24 with HDR Inc. to extend the time of services to December 31, 2023 to provide continued engineering services to the Three Rivers Levee Improvement Authority; and authorize the Executive Director to sign and execute the contract amendment once General Counsel has reviewed and approved.

Discussion:

HDR continues to provide engineering services to TRLIA in support of the 500-year evaluation for the Western Pacific Interceptor Canal, Bear River, and Yuba River. TRLIA staff have identified the need to perform additional geotechnical evaluations to confirm assumptions and exclusion of certain reaches from further consideration for improvement. This work will transcend into 2022.

Amendment No. 24 extends the contract termination date to December 31, 2023.

Fiscal Impact:

This contract extension has no fiscal impact, as the scope of work and budget are already included under prior amendments.

ATTACHMENT

1. Amendment No. 24

TWENTY-FOURTH AMENDMENT
TO
AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN
THREE RIVERS LEVEE IMPROVEMENT AUTHORITY
AND
HDR ENGINEERING, INC.

THIS TWENTY-FOURTH AMENDATORY AGREEMENT is made and entered into this ____ day of _____ 2023, by and between the Three Rivers Levee Improvement Authority, ("TRLIA"), a California Joint Powers Authority, and HDR Engineering, Inc. ("CONSULTANT").

WHEREAS, TRLIA and CONSULTANT entered into an agreement on December 13, 2005 to provide professional services for Engineering Design and Environmental Studies for Phase 4 Levee Repairs - Upper Yuba River, Continuation of Phase 2 Construction Management (2006), and FEMA Certification of Contract Work ("Agreement");

WHEREAS, a FIRST AMENDATORY AGREEMENT, executed February 14, 2006, increased the maximum not to exceed contract fee from \$2,580,038 by \$118,955 to \$2,698,993; and

WHEREAS, a SECOND AMENDATORY AGREEMENT, executed March 7, 2006, increased the maximum not to exceed contract fee from \$2,698,993 by \$177,649 to \$2,876,642; and

WHEREAS, a THIRD AMENDATORY AGREEMENT, executed August 8, 2006, increased the maximum not to exceed contract fee from \$2,876,642 by \$661,193 to \$3,537,835; and

WHEREAS, a FOURTH AMENDATORY AGREEMENT, executed October 16, 2007, increased the maximum not to exceed contract fee from \$3,537,835 by \$280,000 to \$3,817,835; and

WHEREAS, a FIFTH AMENDATORY AGREEMENT, executed August 5, 2008, increased the maximum not to exceed contract fee from \$3,817,835 by \$954,524 to \$4,772,359; and

WHEREAS, a SIXTH AMENDATORY AGREEMENT, executed September 9, 2008, extended the time of services rendered to December 31, 2009; and

WHEREAS, a SEVENTH AMENDATORY AGREEMENT, executed May 12, 2009, increased the maximum not to exceed contract fee from \$4,772,359 by \$2,416,874 to \$7,189,233 and extended the time of services rendered to December 31, 2010; and

WHEREAS, an EIGHTH AMENDATORY AGREEMENT, executed September 15, 2009 increased the maximum not to exceed contract fee from \$7,189,233 by \$155,846 to \$7,345,079; and

WHEREAS, a NINTH AMENDATORY AGREEMENT, executed July 20, 2010 increased the maximum not to exceed contract fee from \$7,345,079 by \$1,473,064 to \$8,818,143; and

WHEREAS, a TENTH AMENDATORY AGREEMENT, executed August 12, 2011 increased the maximum not to exceed contract fee from \$8,818,143 by \$162,879 to \$8,981,022; and

WHEREAS, an ELEVENTH AMENDATORY AGREEMENT, executed October 18, 2011 increased the maximum not to exceed contract fee from \$8,981,022 by \$636,668 to \$9,617,690; and

WHEREAS, a TWELFTH AMENDATORY AGREEMENT, executed February 21, 2012 increased the maximum not to exceed contract fee from \$9,617,690 by \$50,000 to \$9,667,690 and extended the contract date to December 31, 2013; and

WHEREAS, a THIRTEENTH AMENDATORY AGREEMENT, executed September 18, 2012 increased the maximum not to exceed contract fee from \$9, 667,690 by \$59,762 to \$9,727,452; and

WHEREAS, a FOURTEENTH AMENDATORY AGREEMENT, executed October 24, 2012 increased the maximum not to exceed contract fee from \$9,727,452 by \$29,873 to \$9,757,325; and

WHEREAS, a FIFTEENTH AMENDATORY AGREEMENT, executed May 7, 2013 increased the maximum not to exceed contract fee from \$9,757,325 by \$625,084 to \$10,382,409; and

WHEREAS, a SIXTEENTH AMENDATORY AGREEMENT, executed January 21, 2014 extended the Termination Date of the Agreement to December 31, 2014; and

WHEREAS, a SEVENTEENTH AMENDATORY AGREEMENT, executed October 21, 2014 increased the maximum not to exceed contract fee by \$726,777 from \$10,382,409 to \$11,109,186, and extended the Termination Date of the Agreement to December 31, 2015; and

WHEREAS, a EIGHTEENTH AMENDATORY AGREEMENT, executed December 15th, 2015 extended the Termination Date of the Agreement to December 31, 2017; and

WHEREAS, a NINETEENTH AMENDATORY AGREEMENT, executed April 19th, 2016 increased the maximum not to exceed contract fee by \$1,533,361 from \$11,109,186 to \$12,642,547; and

WHEREAS, a TWENTIETH AMENDATORY AGREEMENT, executed June 6, 2017 increased the maximum not to exceed contract fee by \$690,231 from \$12,642,547 to \$13,332,778; increased the time of services rendered to May 31, 2018; and extended the Termination Date of the Agreement to May 31, 2018; and

WHEREAS, a TWENTY FIRST AMENDATORY AGREEMENT, executed August 21, 2018 extended the Termination Date of the Agreement to December 31, 2021; and

WHEREAS, a TWENTY SECOND AMENDATORY AGREEMENT, executed April 6, 2021 increased the maximum not to exceed contract fee by \$1,599,643 from \$13,332,778 to \$14,932,421; increased the time of services rendered to June 30, 2022; and extended the Termination Date of the Agreement to June 30, 2022; and

WHEREAS, a TWENTY THIRD AMENDATORY AGREEMENT, executed September 21, 2021 increased the maximum not to exceed contract fee by \$180,308 from \$14,932,421 to \$15,112,729; increased the time of services rendered to December 31, 2022; and extended the Termination Date of the Agreement to December 31, 2022; and

WHEREAS, Article C.24 of the AGREEMENT, states that modifications or amendments to the terms of the AGREEMENT shall be in writing and executed by both parties; and

WHEREAS, TRLIA and CONSULTANT desire to amend Agreement;

NOW, THEREFORE, TRLIA and CONSULTANT agree as follows:

- 1.1 Exhibit A of the AGREEMENT shall be amended to perform those additional services as described in Exhibit 1 (attached) to this TWENTY-FOURTH AMENDATORY AGREEMENT, which is attached.
- 1.2 Article 2 of the AGREEMENT shall be amended to extend the Termination Date of the Agreement to December 31, 2023.

1.3 ATTACHMENT A, Provision A.2 of the Agreement shall be revised to extend the time of services rendered to December 31, 2023.


All other terms and conditions contained in AGREEMENT shall remain in full force and effect.

This Amended agreement is hereby executed on this _____ day of _____, 2023.

THREE RIVERS LEVEE
IMPROVEMENT AUTHORITY

HDR ENGINEERING, INC.

Kevin Mallen
Executive Director




Holly Kennedy
Sr. Vice President

ATTEST:

Mary Pasillas
Clerk of the Board

APPROVED AS TO FORM:



Andrea P. Clark
General Counsel



THREE RIVERS LEVEE IMPROVEMENT AUTHORITY

1114 Yuba Street, Suite 218

Marysville, CA 95901

Office (530) 749-7841 Fax (530) 749-6990

January 3, 2023

TO: Three Rivers Levee Improvement Authority Board
FROM: Kevin Mallen, Executive Director *KM/geo*
Ric Reinhardt, Program Manager
SUBJECT: Approve Contract Amendment 14 with ENGEO Incorporated for Engineering Services

Recommended Action:

Approve contract Amendment No. 14 to extend the time of services to December 31, 2023 for ENGEO to provide continued engineering services to the Three Rivers Levee Improvement Authority; and authorize the Executive Director to negotiate, sign and execute the contract upon review by General Counsel.

Background:

The TRLIA Board awarded a contract to ENGEO on January 21, 2020 to provide Quality Assurance Testing and construction management services for the Goldfields 200-Yr construction project. The contract included geotechnical observation and testing as part of the CM team for the Goldfields 200-Yr Project. The TRLIA Board approved a contract amendment for an extension of services on 7/6/21 which covered services through the anticipated completion of work in the Fall of 2021. The extension of services included elements of work added to the Goldfields 200-year project including the Site J Saddle and Improvements to the Goldfields Crossing 21 site. The contract was further amended on 3/1/2022 to increase budget to address delays in the construction contract. The contract was amended on 7/5/22 to increase budget to assist with FEMA certification of the Goldfields 200-year project.

Discussion:

Enggeo's contract expires 12/31/22 and may have outstanding consultation to perform to close out existing scopes of work. Request to extend contract termination date to 12/31/23.

Fiscal Impact:

This contract extension has no fiscal impact, as the scope of work and budget are already included under prior amendments.

ATTACHMENT

1. Amendment with ENGEO Inc.

AMENDMENT NO. 14

AGREEMENT FOR PROFESSIONAL SERVICES
FOR
ENGINEERING SERVICES
BETWEEN
THREE RIVERS LEVEE IMPROVEMENT AUTHORITY AND
ENGEO INCORPORATED

THIS FOURTEENTH AMENDATORY AGREEMENT is made effective _____, 2023, by and between Three Rivers Levee Improvement Authority ("TRLIA") and ENGEO Incorporated ("the Consultant"), who agree as follows:

1. **Recitals.** This Amendment is made with reference to the following background recitals:
 - 1.1. Effective December 1, 2011 the parties entered into an Agreement for Professional Services relating to Engineering Services for TRLIA's Construction Program.
 - 1.2. Effective August 7, 2012 the parties entered into the first Amendatory Agreement to increase the budget by \$350,000 to a total of \$850,000.
 - 1.3. Effective August 14, 2013 the parties entered into the second Amendatory Agreement to increase the budget by \$500,000 to a total of \$1,350,000 and to extend the Termination Date of the contract from June 30, 2013 to December 31, 2014.
 - 1.4. Effective February 17, 2015 the parties entered into the third Amendatory Agreement to extend the Termination Date of the contract from December 31, 2014 to December 31, 2016.
 - 1.5. Effective March 15, 2016 the parties entered into the fourth Amendatory Agreement to increase the budget by \$75,000 to a total of \$1,425,000.
 - 1.6. Effective June 14, 2016 the parties entered into the fifth Amendatory Agreement to increase the budget by \$100,000 to a total of \$1,525,000.
 - 1.7. Effective September 20, 2016 the parties entered into the sixth Amendatory Agreement to extend the Termination Date of the contract from December 31, 2016 to December 31, 2018.
 - 1.8. Effective March 21, 2017 the parties entered into the seventh Amendatory Agreement to increase the budget by \$2,720,000 to a total contract amount of \$4,245,000
 - 1.9. Effective February 5, 2019 the parties entered into the eight Amendatory Agreement to increase the budget by \$500,000 for a total contract amount of \$4,745,000 and to extend the Termination Date of the contract from December 31, 2018 to March 31, 2020.
 - 1.10. Effective January 21, 2020 the parties entered into ninth Amendatory Agreement to 31, increase the budget by \$1,148,000 for a total contract amount of \$5,893,000 and to extend the Termination Date of the contract from March 31, 2020 to December 31. 2022.
 - 1.11. Effective December 16, 2020 the parties entered into a tenth Amendatory Agreement to increase the budget by \$285,000 for a total contract amount of \$6,178,000.

- 1.12. Effective July 6, 2021 the parties entered in an eleventh Amendatory Agreement to increase the budget by \$70,000 for a total contract amount of \$6,248,000.
- 1.13. Effective March 1, 2022 the parties entered in a twelfth Amendatory Agreement to increase the budget by \$60,000 for a total contract amount of \$6,308,000.
- 1.14. Effective July 5, 2022 the parties entered in a thirteenth Amendatory Agreement to increase the budget by \$30,000 for a total contract amount of \$6,338,000.
- 1.15. Article C.24 of the AGREEMENT, states that modifications or amendments to the terms of the AGREEMENT shall be in writing and executed by both parties;

NOW, THEREFORE, TRLIA and the CONSULTANT agree as follows.

2. **Fourteenth Amendment to Agreement.** The Professional Services Agreement is hereby amended as follows:
 - 2.1. To extend the Termination Date of the contract from December 31, 2022 to December 31, 2023.
3. **No Effect on Other Provisions.** Except for the amendments in Section 2, the remaining provisions of the Professional Services Agreement shall be unaffected and remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on _____, 2023.

THREE RIVERS LEVEE
IMPROVEMENT AUTHORITY

Kevin Mallen
Executive Director

ENGEO INCORPORATED




Mark Gilbert, GE
Principal

ATTEST:

Mary Pasillas
Clerk of the Board, TRLIA

APPROVED AS TO FORM:



Andrea P. Clark, General Counsel



THREE RIVERS LEVEE IMPROVEMENT AUTHORITY

1114 Yuba Street, Suite 218

Marysville, CA 95901

Office (530) 749-7841 Fax (530) 749-6990

January 3, 2023

TO: Three Rivers Levee Improvement Authority Board
FROM: Kyle Morgado, Project Manager *KM/jm*
SUBJECT: Approve Signing a Revised Letter of Commitment for Local Share for BRIC Funding – Yuba County Climate Resiliency Project

Recommended Action:

Approve TRLIA Chairman to sign the attached revised letter required by California OES – Hazard Mitigation Program for TRLIA to meet the non-federal cost share requirement for the Building Resilient Infrastructure and Communities (BRIC) program and approve TRLIA Executive Director to execute an MOU with Yuba County related to administration of the BRIC grant.

Discussion:

On November 1, 2022, the TRLIA Board approved signing a Letter of Commitment for the Local Share of FEMA BRIC funding for the Climate Resiliency Project. Following this approval, the project team in coordination with TRLIA staff, began preparation of the BRIC subapplication. During development of the subapplication, the team identified cost increases associated with construction materials, labor costs, and escalation.

As a result of these increases, the originally approved Letter of Commitment is no longer consistent with the total project cost. A revised letter has been provided to reflect the cost increases and total cost of the BRIC Climate Resiliency Project Subapplication. The total local cost share for the Climate Resiliency Project is \$12,445,677. TRLIA has obtained approval of \$10,000,000 from Yuba Water Agency in support for the local share match.

The local match funding will allow TRLIA to design and construct the Climate Resiliency project. The design and potential implementation of the project will provide a clear path toward unprecedented levels of flood protection to the urban areas in South Yuba County by leveraging State and Federal dollars 4 to 1 over our local cost share.

Fiscal Impact:

There will be little to no impact to TRLIA long term with the main share of funding coming from FEMA and the state with the local share of the grant funding coming from Yuba Water Agency and leveraging State funds.

Attachment:

Revised Letter to OES for BRIC Funding



THREE RIVERS LEVEE IMPROVEMENT AUTHORITY

1114 Yuba Street, Suite 218
Marysville, CA 95901
Office (530) 749-7841 Fax (530) 749-6990

January 3, 2023

California State Hazard Mitigation Officer
California Governor's Office of Emergency Services
3650 Schriever Avenue
Mather, California 95655

RE: TRLIA Climate Resiliency Project, Match Commitment Letter

Dear Ms. Jennifer Hogan,

This letter serves as the Three Rivers Levee Improvement Authority (TRLIA) commitment to meet the non-federal cost share requirement of the Building Resilient Infrastructure and Communities (BRIC) program.

Source of Local Match Commitment Funds:	Local Agency Funding <input checked="" type="checkbox"/>	Other Agency Funding <input type="checkbox"/>	Private Nonprofit Funding <input type="checkbox"/>	State Agency Funding <input type="checkbox"/>
Name of non-federal match commitment funding sources:	<u>Yuba Water Agency</u>			
Funds Availability Date:	<u>November 1, 2022</u>			
Requested Federal Share:	<u>\$29,039,913</u>			
Non-federal Match Commitment:	<u>\$12,445,677</u>			
Funding Type	<u>Local Match</u>			

Please contact Kyle Morgado at (530) 740-7089, or kmorgado@yubawater.org with any questions.

Sincerely,

Sarbdeep Atwal
Chairman, TRLIA



THREE RIVERS LEVEE IMPROVEMENT AUTHORITY

1114 Yuba Street, Suite 218

Marysville, CA 95901

Office (530) 749-7841 Fax (530) 749-6990

January 3, 2023

TO: Three Rivers Levee Improvement Authority Board
FROM: Kevin Mallen, Executive Director *KM*
Andrea P. Clark, General Counsel
SUBJECT: Approval of Final Operation, Maintenance, Repair, Replacement & Rehabilitation Agreement for Goldfields Project

Recommended Action:

Approve the Final Operation, Maintenance, Repair, Replacement & Rehabilitation Agreement for Goldfields Project between TRLIA, RD 784 and the Central Valley Flood Protection Board ("OMRR&R Agreement").

Discussion:

In 2015 TRLIA entered into a funding agreement with the California Department of Water Resources, through its Urban Flood Risk Reduction program, to receive funding of approximately \$32 million to construct a levee south of the Goldfields ("UFRR Funding Agreement"). The levee will prevent Yuba River flood flows during a 200-year flood event from flowing through the Goldfields and flanking the State Plan of Flood Control.

RD 784, a special district originally formed in 1908, is responsible for providing levee and internal drainage services to an area in South Yuba County generally located east of the Feather River between the Yuba and Bear Rivers. RD 784 operates and maintains over 33 miles of levees including all TRLIA-improved levees. It is also responsible for operating and maintaining an internal drainage system.

In 2009, TRLIA formed a benefit assessment district that generates funds to pay for RD 784's operations and maintenance of TRLIA-improved levees. This existing assessment did not account for the addition of the new Goldfields levee, and until recently RD 784's boundaries did not include parcels that will receive benefits from the Goldfields levee. However, the Yuba County Local Agency Formation Commission (LAFCO) approved changes to RD 784's boundaries to align the RD 784 boundaries with lands benefited by TRLIA projects, including the Goldfields project. RD 784 passed a new assessment to adequately fund required operation and maintenance activities for the Goldfields Project, in addition to internal drainage services.

As a condition of receiving funding from DWR for the Goldfields project through the UFRR Funding Agreement, the State of California requires that an entity responsible for the operation and maintenance of the levee execute an Operation, Maintenance, Repair, Replacement and Rehabilitation ("OMRR&R") agreement. In May 2019 the TRLIA and RD 784 boards approved an "Agreement to Seek Responsibility for OMRR&R," which was required in order to allow for

continued funding under the UFFR Funding Agreement at that point, and which provided that RD 784 and TRLIA would in the future negotiate and enter into a final OMRR&R agreement with the Central Valley Flood Protection Board. This final agreement (the OMRR&R Agreement see Attachment 1) has now been negotiated and contains terms satisfactory to all parties.

The primary obligation of TRLIA under the OMRR&R Agreement is to indemnify the State for any claims of damage associated with construction or with TRLIA's operation and maintenance of the Goldfields project. This is an obligation that TRLIA took on in the UFFR Funding Agreement itself. The OMRR&R Agreement provides that RD 784 has primary responsibility to OMRR&R the Goldfields levee project, and that in the event that RD 784 fails to carry out this obligation, TRLIA is obligated to "seek to assume responsibility" for OMRR&R. This obligation was also in the UFFR Funding Agreement.

For the Feather River Levee Improvement Project and the Upper Yuba River Levee Improvement Project, TRLIA and RD 784 *jointly* executed an OMRR&R agreement with the Central Valley Flood Protection Board. TRLIA is willing to again jointly execute the OMRR&R agreement with RD 784 for the Goldfields project.

Attachment:

1. Final Operation, Maintenance, Repair, Replacement and Rehabilitation Agreement between the Central Valley Flood Protection Board and Reclamation District 784 and Three Rivers Levee Improvement Authority for Goldfields Project.

OPERATION, MAINTENANCE, REPAIR, REPLACEMENT, AND
REHABILITATION AGREEMENT BETWEEN

The Central Valley Flood Protection Board
AND

Reclamation District No. 784
AND

the Three Rivers Levee Improvement Authority
FOR

the 200-year Goldfields Levee Project

This Operation, Maintenance, Repair, Replacement, and Rehabilitation Agreement ("OMRR&R Agreement") is entered into by and between the State of California ("State"), acting by and through the Central Valley Flood Protection Board ("Board"), or any successor thereto, Reclamation District No. 784 ("Local Maintaining Agency"), and, for the limited purpose of Section I.D, hereof, the Three Rivers Levee Improvement Authority ("Funding Recipient") on this _____ day of _____, 2023 in view of the following circumstances:

1. The 200-year Goldfields Levee Project (hereinafter referred to as the "Goldfields Project" or "Project") was authorized by section 101(a)(10) of the Water Resources Development Act of 1999 (113 Stat. 275). The Goldfields Project is being funded under the Department of Water Resources' ("Department") Urban Flood Risk Reduction ("UFRR") guidelines.
2. State funding has become available for the UFRR Projects:
 - The voters of California approved Propositions 1E and 84 on November 7, 2006, making bond funds available for flood control work and other purposes.
 - The State, acting by and through the Department, has accepted applications for UFRR funding for its State-Federal Flood Control System Modifications Program.
 - As a result, Funding Agreements were signed. The Funding Agreements are between the Department and the Funding Recipient for the Goldfields Project.
 - The Funding Agreements provide that the Funding Recipient shall be responsible for construction, operation, maintenance, repair, replacement, and rehabilitation ("OMRR&R") of the Goldfields Project. Under this OMRR&R Agreement, the Board will oversee OMRR&R for the Goldfields Project for the State, as part of the State Plan of Flood Control.
 - Under the Funding Agreements, the Funding Recipient may agree to assume the responsibility of the Local Maintaining Agency as set out in this OMRR&R Agreement or may agree with a Local Maintaining Agency that the Local Maintaining Agency shall assume responsibility for OMRR&R of the Goldfields Project, provided that the Funding Recipient shall seek to assume responsibility for OMRR&R if for any reason the Local Maintaining Agency fails to perform under this OMRR&R Agreement.
 - The Funding Recipient has agreed with the Local Maintaining Agency that the Local Maintaining Agency shall assume responsibility for OMRR&R by entering into this OMRR&R

Agreement.

- The Department has agreed to enter into the Funding Agreements with the Funding Recipient on the condition that the Local Maintaining Agency enter into the OMRR&R Agreement and that the Funding Recipient shall seek to assume responsibility for OMRR&R if, for any reason, the Local Maintaining Agency fails to perform under this OMRR&R Agreement.
 - The parties of this agreement have already entered into an OMRR&R agreement dated August 26, 2011, which remains in effect. This agreement addresses only the Goldfields Project.
3. It is not expected that the Federal Government will provide funding for the UFRR funded Projects at this time, but in anticipation that Federal funds may become available eventually:
 - The Funding Agreements require the Funding Recipient to seek credit for the expenditures made under the Funding Agreements from the Federal Government, acting by and through the U.S. Army Corps of Engineers ("USACE"), and to enter into agreements necessary to obtain credit or reimbursement from the USACE.
 - The parties agree that this OMRR&R Agreement may be superseded by one or more agreements acceptable to the USACE and the Board that gives satisfactory assurances to the Federal Government and the Board that the required local cooperation will be furnished in connection with the Goldfields Project.
 4. The Local Maintaining Agency agrees that it already has responsibility for OMRR&R for existing portions of the Project per the current OMRR&R agreement that was signed on August 26, 2011 under California Water Code Section 12642 which states, and under which the State contends, that in all cases where the Federal Government does not maintain and operate projects, it is the responsibility and duty of the county, city, state agency, or public district affected to maintain and operate flood control and other works, after completion, and hold and save the State and the Federal Government free from damages.
 5. The Board has agreed to enter into this OMRR&R Agreement on the condition that the Local Maintaining Agency provides the Board with the assurances specified in this OMRR&R Agreement that the Local Maintaining Agency will be responsible for OMRR&R of the Project upon its completion; and will, as described below, hold and save the Federal Government, State, their representatives, officers, directors, and employees, including their attorneys, as well as their successors and assigns, free and harmless from any and all claims and damages arising from OMRR&R of the Goldfields Project.
 6. The Board and the Local Maintaining Agency have agreed that this OMRR&R Agreement will set forth their agreement with respect to OMRR&R for the Goldfields Project.

NOW, THEREFORE, IT IS HEREBY AGREED:

For purposes of this OMRR&R Agreement, the terms below are defined as indicated:

“Board:” The State of California Central Valley Flood Protection Board or any successor thereto.

“USACE:” The United States Army Corps of Engineers.

“Department:” The State of California Department of Water Resources.

“Funding Agreements:” Agreements between the State of California Department of Water Resources and the Three Rivers Levee Improvement Authority for the Three Rivers Levee Improvement Program dated October 4, 2017, Agreement Number 4600012115, dated October 20, 2009, Agreement Number 4600008654, and dated April 25, 2008, Agreement Number 4600008049.

“Funding Recipient:” The Three Rivers Levee Improvement Authority (TRLIA), a public agency in the State of California, duly organized, existing, and acting pursuant to the laws thereof, which is the signatory to the Funding Agreements.

“Federal Government:” Department of the Army represented by the Assistant Secretary of the Army (Civil Works).

“Local Maintaining Agency:” Reclamation District 784 or its successors or assigns, a public agency in the State of California, duly organized, existing, and acting pursuant to the laws thereof, which is either the signatory to a Funding Agreement or has been designated by the Funding Recipient as the agency which will assume responsibility for OMRR&R for any Functional Portion of the Goldfields Project, and the Project.

“OMRR&R:” Operation, maintenance, repair, replacement, and rehabilitation of the Project in accordance with Federal law, including without limitation, compliance with operations and maintenance requirements contained in Code of Federal Regulations, title 33, section 208.10, Board Resolution No. 2018-06 and future amendments thereto, Federal guidance such as ER 1110-2-401 and other documents which confirm that repair, replacement, and rehabilitation does not include reconstruction of a project or project segment that has reached the end of its design service life or is deficient due to a design or construction defect, and applicable Operation and Maintenance Manuals for the State Plan of Flood Control facilities within the jurisdiction of the Funding Recipient, any revised or updated version of the Operation and Maintenance Manual, or any supplement to the Operation and Maintenance Manual.

“OMRR&R Agreement:” This agreement between the Central Valley Flood Protection Board, Reclamation District 784, and TRLIA for OMRR&R of the Project.

“Overall Work Plan:” The plan described in Exhibit A-1 of the Funding Agreements, as amended.

“Post Construction Performance Reports:” Funding Recipient shall submit a summary of the operations for the Project. This report shall be prepared annually in compliance with Assembly Bill 156 (Stats. 2007, ch. 368) and comply with Section 9140 of the California Water Code.

“Project:” The flood risk reduction project features of the Goldfields Project as described in the Overall Work Plan described in the Funding Agreement, as amended, including the Federally and State authorized flood facilities as shown in Figure 1 to the extent to which they are within the Local Maintaining Agency's boundaries, as those boundaries will expand in the future to include the entire Goldfields Project area. Figure 1 shows the existing boundaries as of the date of execution of this Agreement, as well as the entire Project area that will be in effect after the required boundary correction by the Local Maintaining Agency.

“Project Site:” The location of the Project.

“Standard Operation and Maintenance Manual:” A document prepared by Local Maintaining Agency and submitted to the State for review, comment and approval that will govern the operation, maintenance, repair, replacement, and rehabilitation of the Project. This manual will include all manuals related to the Project and facilities covered by this OMRR&R agreement, including those prepared by the USACE and/or Board for flood, ecosystem, habitat, mitigation, or other purposes and any other such manuals.

“State:” The State of California, acting by and through the Board.

“State Plan of Flood Control:” The state and Federal flood control works, lands, programs, plans, conditions, and mode of maintenance and operations described in Cal. Pub. Res. Code § 5096.805(j).

SECTION I: Obligations of the Local Maintaining Agency and, in part, the Funding Recipient.

A. General Obligations. The Local Maintaining Agency agrees to the following:

1. To perform OMRR&R for the Project, including all mitigation features of the Project, without limitation, in accordance with the Project design specifications, environmental permits, environmental impact reports, regulations, and directions prescribed by the State, all without any cost to the State. The Local Maintaining Agency agrees that it will, within six months of execution of this Agreement, modify its boundaries to ensure inclusion of the entire Project within its jurisdiction. Once that occurs, the Local Maintaining Agency will be responsible for OMRR&R of the entire Project area. Should the Local Maintaining Agency not fulfill this obligation within six months (or another time frame as agreed upon between the Local Maintaining Agency and the Funding Recipient), the Local Maintaining Agency and the Funding Recipient shall execute a separate agreement that ensures to the Funding Recipient's satisfaction that the Local Maintaining Agency is sufficiently protecting the Funding Recipient from liability associated with OMRR&R until such time as the Local Maintaining Agency's boundary is modified. The duty of the Local Maintaining Agency to perform OMRR&R for all Project features shall be performed in a manner that does not diminish the flood protection afforded by or jeopardize the structural integrity of the Project and the flood control system of which the Project is part. The duties of the Local Maintaining Agency pursuant to this paragraph are described further in Section I-B below.
2. To defend, indemnify, hold and save the Federal Government and the State, to the extent allowed by law, their representatives, officers, directors, agents, and employees, as well as but not limited to their successors and assigns free and harmless, to the extent permitted by law, from any and all liability for any claims and damages (including inverse condemnation) that may arise out of this OMRR&R Agreement, including but not limited to any claims or damages arising from the performance of OMRR&R (including construction associated with such performance) under this Agreement.

B. Specific Obligations to Operate, Maintain, Repair, Replace, and Rehabilitate of the Local Maintaining Agency

1. The Local Maintaining Agency hereby accepts responsibility for OMRR&R of the Project. The Local Maintaining Agency agrees that it will be responsible for OMRR&R of the Project as further explained in: (1) the Standard Operation and Maintenance Manual for the Project and (2) any applicable Supplement to the Standard Operation and Maintenance Manual for the Project.
2. The Local Maintaining Agency agrees to cooperate in the Funding Recipient's development of a Standard Operation and Maintenance Manual for the Project as required by Board permits issued to the Funding Recipient for the Project. The Standard Operation and Maintenance Manual for the Goldfields Project or Functional Portion of the Goldfields Project may be a stand-alone document or an amendment to the Standard

Operation and Maintenance Manual for the Project as directed by the Board. The Local Maintaining Agency acknowledges that changes to the Standard Operation and Maintenance Manual may be made by the State and the USACE before the document becomes final. The State may make reasonable changes but shall consult with Local Maintaining Agency prior to making such changes. The Local Maintaining Agency shall be required to update the Standard Operation and Maintenance Manual as may be necessary or as required by the Board and shall make a copy available to the State within three (3) days after the State so requests. The Local Maintaining Agency shall be responsible for OMRR&R in accordance with any revised version of the Standard Operation and Maintenance Manual for the Project or any Supplement to the Standard Operation and Maintenance Manual.

3. The Local Maintaining Agency hereby gives State the right to enter, at reasonable times and in a reasonable manner, upon the Project Site and land which it owns or controls for access to the Project Site for the purpose of: (i) conducting subsequent inspections to verify that the Local Maintaining Agency is complying with its obligations under this OMRR&R Agreement; and (ii) operating, maintaining, repairing, replacing, or rehabilitating any part of the Project located at or accessible by the Project Site in conjunction with any present or future flood control plan if in the reasonable judgment of State the Local Maintaining Agency fails to comply with its obligations under this OMRR&R Agreement. In the event the State assumes title to any of the land to which the Local Maintaining Agency needs access to fulfill the obligations set forth in the paragraph, the State grants an irrevocable license to the Local Maintaining Agency to enter the land to fulfill its obligations under this OMRR&R Agreement.
4. If the Local Maintaining Agency has failed or refused to perform the obligations set forth in this OMRR&R Agreement or the requirements of the manuals mentioned above, the State may take appropriate actions including proceedings to establish a maintenance area under California Water Code Section 12878 *et seq.*

If the Local Maintaining Agency has failed or refused to perform the obligations set forth in this OMRR&R Agreement or the requirements of the manuals mentioned above, and for any reason the State is not able to take appropriate actions under these provisions of California Water Code Section 12878 *et seq.*, then the State may take appropriate actions under this OMRR&R Agreement as follows: If the failure or refusal constitutes, in the sole discretion of the State, a threat to the continued ability of the Project or functional portion thereof to perform in a manner necessary to provide its designed level of flood protection, then the State may itself perform the necessary work or do so by contract. The State may in its sole discretion develop a work plan and present it to the Local Maintaining Agency with instructions that if the Local Maintaining Agency does not agree to carry out the work plan within the time specified in the work plan, the State will perform the necessary work or do so by contract. The Local Maintaining Agency will reimburse the State for the costs of performing such work in accordance with the procedures set forth in this OMRR&R Agreement. No completion, operation, maintenance, repair, replacement, or rehabilitation by the State shall operate to relieve the Local Maintaining Agency of responsibility to meet the Local Maintaining Agency's obligations as set forth in this OMRR&R Agreement, or to preclude the State from pursuing any other remedy at law or equity to ensure faithful performance pursuant to this OMRR&R Agreement.

5. The State agrees to use its best efforts to provide notice to the Funding Recipient of any determination by the State that the Local Maintaining Agency has failed or refused to perform under this Agreement, as described in Subsection I.B.4, so as to allow the Funding Recipient an opportunity to perform the activity claimed necessary by the State prior to the State taking the remedial actions specified in Subsection I.B.4.

C. Additional Obligations of the Local Maintaining Agency:

1. The Local Maintaining Agency shall annually review and, if appropriate or requested by the State, update the safety plan for the UFRR Projects prepared pursuant to the Funding Agreement or required by California Water Code section 9650. The Local Maintaining Agency agrees to use best efforts to ensure that the updated safety plan is integrated into any other local agency emergency plan and is coordinated with the state emergency plan.
 - (a) No later than June 30 of each calendar year the Local Maintaining Agency shall provide an annual Post Construction Performance Report to the Department, which may be included as part of the report provided pursuant to California Water Code Section 9140.
 - (b) The Post Construction Performance Report shall generally use the following format:
 - Summary of the operations of the Project;
 - Brief discussion of the Project benefits;
 - Brief comparison and explanations for any differences between the expected versus actual Project success in meeting the goals identified in the original State-Federal Flood Control System Modification Program (UFRR Projects) Grant Application;
 - Summary of costs and any additional costs and/or benefits deriving from the UFRR Project; and
 - Any additional information relevant to or generated by the continued operation of the UFRR Project, including any maintenance issues.
 - (c) If the Local Maintaining Agency is not the same as the Funding Recipient, the Local Maintaining Agency represents that it has made arrangements with the Funding Recipient to obtain any information needed from the Funding Recipient in order to prepare this report.
 - (d) The Department in its sole determination may modify these reporting requirements as needed to ensure that it has adequate information with which to perform its responsibilities.
2. Local Maintaining Agency shall provide information to the Board as follows:
 - (a) No later than June 30 of each year the Local Maintaining Agency shall certify that it has reviewed the Standard Operations and Maintenance Manual and that either: (1) no updates are needed to the Standard Operation and Maintenance Manual; or (2) the Standard Operation and Maintenance Manual has been updated.
 - (b) If requested to do so by the Board, the Local Maintaining Agency shall provide copies to the Board of the operation and maintenance reports required pursuant to AB 5(Wolk), 2007 Cal. Stat. 366 (codified at Cal. Water Code § 9140(a)) that pertain to the Project.
 - (c) The Board in its sole determination may modify these reporting requirements as needed to ensure that it has adequate information with which to perform its responsibilities.

D. Obligations of the Funding Recipient: Funding Recipient shall have no obligations other than those provided in this Section I.D.

1. Until such time as the Local Maintaining Agency modifies its boundaries to include the entire Project area, Funding Recipient shall temporarily be obligated for OMRR&R of those portions of the Project area not yet included in the Local Maintaining Agency boundary.
2. The Funding Recipient agrees to defend, indemnify, hold and save the Federal Government and the State, to the extent allowed by law, their representatives, officers, directors, agents, and employees, as well as but not limited to their successors and assigns free and harmless, to the extent permitted by law, from any and all liability for any claims and damages (including inverse condemnation) that may arise out of the construction or operation and maintenance of the Goldfields Project by the Funding Recipient.
3. Other than its independent obligations under this Agreement, Funding Recipient shall have no obligation to remedy any failures or refusals by the Local Maintaining Agency identified by the State pursuant to Section I.B.4. of this Agreement. However, if the Funding Recipient takes action to remedy such failures or refusals, it agrees to (i) act in a manner consistent with applicable rules, regulations, and guidance adopted by the State and the Government, and (ii) defend, indemnify, hold and save the Federal government and the State, to the extent allowed by law, their representatives, officers, directors, agents, and employees, as well as but not limited to their successors and assigns free and harmless, to the extent permitted by law, from any and all liability for any claims and damages (including inverse condemnation) that may arise out of Funding Recipient's performance to remedy the failure or refusal.
4. In connection with the engineering, permitting and construction of the Goldfields Project, Funding Recipient has incorporated flood control measures that pertain to uncertainties that exist in the Goldfields area due to active mining and the water course of the Yuba River. These measures need to be monitored and corrective actions taken should the monitoring show that there are potential flood concerns. The Funding Recipient has accepted this obligation. A list of the flood control measures as of the date of this Agreement is as follows:
 - Monitoring and maintaining the 100-year Goldfields embankment.
 - Monitoring the erosion of the south bank of the Yuba River to ensure the project hydraulic design is still valid. If issues are identified, Funding Recipient will propose recommended actions.
 - Monitoring the mining activity in the Goldfields area and identifying any issues that would impact the original design parameters and alter the levee's ability to provide 200-yr ULDC compliance. If issues are identified, Funding Recipient will propose recommended actions.
 - Monitoring the mining activity south of the Yuba Goldfields and waterward of the new levee and Managing lands within the Project area for internal drainage
5. Funding Recipient agrees that the obligations stated in Section 1.D. of this OMRR&R Agreement are material obligations as that term is used on page 10 of the Joint Exercise of Powers Agreement by and between the County of Yuba and Reclamation District No.

784 which created the Funding Recipient.

SECTION II: Hazardous Substances

The Local Maintaining Agency acknowledges that the State may incur obligations with respect to hazardous substances regulated under the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), 42 U.S.C. §§ 9601-9675; California Hazardous Substances Account Act, Calif. Health & Safety Code §§ 25310 *et seq.* or other statutes or regulations (collectively referred to as "state and Federal Hazardous Substances Laws") on lands necessary for Project construction and OMRR&R to the extent the Local Maintaining Agency fails to comply with its obligations under this OMRR&R Agreement. The Local Maintaining Agency agrees:

- A. That in the event that the Local Maintaining Agency discovers through an environmental investigation or other means that any lands, easements, or rights of way that have been acquired or provided for the Project contain reportable quantities of hazardous substances regulated under CERCLA and/or other state and Federal Hazardous Substances Laws, the Local Maintaining Agency shall promptly notify the State of that discovery if it can be reasonably anticipated that the discovery of reportable quantities of hazardous substances will require Local Maintaining Agency to incur response costs in excess of \$10,000.
- B. That in the event reportable quantities of hazardous substances regulated under CERCLA and/or other state and Federal Hazardous Substances Laws have been found, the Local Maintaining Agency shall initiate and complete any and all necessary response and cleanup activity required under CERCLA and/or other state and Federal Hazardous Substances Laws, which shall include any studies and investigations necessary to determine the appropriate response to the contamination. Payment for the costs of such necessary response and cleanup activity as required under CERCLA and/or other state and Federal Hazardous Substances Laws shall be made by the Local Maintaining Agency. In the event that the Local Maintaining Agency fails to provide the funds necessary for response and cleanup activity required under CERCLA and/or other state and Federal Hazardous Substances Laws, or to otherwise discharge the Local Maintaining Agency's responsibilities under this Paragraph B, then the State may perform the necessary response and cleanup activity, and the Local Maintaining Agency shall reimburse the State in accordance with the procedures set out in this OMRR&R Agreement. If the State performs the necessary response and cleanup activity required under CERCLA and/or other state and Federal Hazardous Substances Laws, the State shall consult with the Local Maintaining Agency concerning the selection of the person(s) to perform the work, the amount of money to be spent on the work, the scope of the work, and any other aspect of response and cleanup activity.
- C. That the Local Maintaining Agency shall consult with the State in order to ensure that responsible persons under CERCLA and/or other state and Federal Hazardous Substances Laws ultimately bear all necessary response and cleanup costs as defined in CERCLA and/or other state and Federal Hazardous Substances Laws.
- D. That the Local Maintaining Agency shall operate, maintain, repair, replace, and rehabilitate the Project in a manner that will control and minimize the release or threatened release of hazardous substances regulated under CERCLA and/or other state and Federal Hazardous Substances Laws on lands necessary for Project construction, operation, maintenance, repair, replacement, or rehabilitation.

That in the event that the State, their representatives, officers, directors, employees, including their attorneys, as well as their successors and assigns, are found to be liable under CERCLA and/or other state and Federal Hazardous Substances Laws for the release or threatened release of hazardous substances arising out of the operation, maintenance, repair, replacement, or rehabilitation of the Project, then the Local Maintaining Agency shall indemnify and hold the State, their representatives, officers, directors, employees, including their attorneys, as well as their successors and assigns, harmless from any response or cleanup costs for which the State, their representatives, officers, directors, employees, including their attorneys, as well as their successors and assigns, may be found to be liable under CERCLA and/or other state and Federal Hazardous Substances Laws.

- E. No decision made or action taken pursuant to any provision of this Section of the Project OMRR&R Agreement shall relieve any responsible person from any liability that may arise under CERCLA and/or other state and Federal Hazardous Substances Laws, nor shall such decision or action be considered a waiver by the State or the Local Maintaining Agency of any right to seek from any responsible person as defined by CERCLA and/or other state and Federal Hazardous Substances Laws the recovery, contribution of, or indemnification from costs incurred by the State or the Local Maintaining Agency for response or cleanup activity required under CERCLA and/or other state and Federal Hazardous Substances Laws, nor shall such decision or action be considered a waiver by the State of any other right or remedy provided by law.

SECTION III: Authorization for Delegation or Subcontracting

The Local Maintaining Agency may delegate or subcontract its responsibilities under this OMRR&R Agreement. The Local Maintaining Agency shall be responsible for all work to be performed under the contract, including any delegated work. The State shall have the right to ask that any services for this OMRR&R Agreement provided by any subcontractor be terminated if its performance is unsatisfactory.

Payment for services rendered by subcontractors shall be made entirely by the Local Maintaining Agency; the State shall not have any responsibility for making any payments to the subcontractors for any services they may render in connection with this OMRR&R Agreement.

SECTION IV: Procedures for Reimbursing the State

To the extent Local Maintaining Agency fails to fulfill its obligations under this Agreement, the State may perform such obligations and bill Local Maintaining Agency accordingly. In such circumstances, the State shall provide an invoice to the Local Maintaining Agency for the costs of performing the work. Local Maintaining Agency agrees, subject to compliance with applicable state law, to reimburse the State by promptly paying any such invoices within thirty days.

SECTION V: Disputes

Before any party to the OMRR&R Agreement may bring suit in any court concerning an issue relating to this OMRR&R Agreement, that party must first seek in good faith to resolve the issue through negotiation or other forms of nonbinding alternative dispute resolution mutually acceptable to all parties.

SECTION VI: Obligation of Future Appropriations

The parties agree that nothing herein shall constitute, or be deemed to constitute, an obligation of future appropriations by the Legislature of the State of California.

SECTION VII: Term of Agreement; Amendment

The effective date of this OMRR&R Agreement is the last date it is signed by all parties. The OMRR&R Agreement will continue in full force and effect unless terminated or amended upon written consent of all parties.

The parties acknowledge that in order to obtain Federal credits or reimbursement for this Project, it may be necessary to amend this OMRR&R Agreement as required by the USACE. The parties agree that they will not unreasonably withhold consent for any amendments necessary to obtain Federal credits or reimbursement.

SECTION VIII: Notices

All notices, requests, demands, and other communications required or permitted to be given under this OMRR&R Agreement shall be deemed to have been duly given if in writing and delivered personally or mailed by first class (postage pre-paid), registered, or certified mail, as follows:

If to the Local Maintaining Agency:

RECLAMATION DISTRICT 784

ATTN: General Manager

1594 Broadway

Arboga, CA 95961

If to the Board:

Central Valley Flood Protection Board

ATTN: Executive Officer

3310 El Camino Avenue, Suite 170

Sacramento, CA 95821

If to the Funding Recipient:

Three Rivers Levee Improvement Authority

ATTN: Kevin Mallen

Three Rivers Levee Improvement Authority

1114 Yuba Street, Suite 218

Marysville, CA 95901

A party may change the address to which such communications are to be directed by giving written notice to the other party in the manner provided in this section.

Any notice, request, demand, or other communication made pursuant to this section shall be deemed to have been received by the addressee at such time as it is personally delivered or seven calendar days after it is mailed, as the case may be.

SECTION IX: Standard Conditions

This OMRR&R Agreement incorporates by reference the standard conditions that are included in Attachment A to this OMRR&R Agreement.

SECTION X: Authority

The Local Maintaining Agency has provided a copy of a resolution adopted by its governing body designating a representative to execute this OMRR&R Agreement. This resolution is substantially the same as the draft resolution provided in Attachment B to this OMRR&R Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this OMRR&R Agreement.

The Central Valley Flood Protection Board

Reclamation District No. 784

By _____
Sarah Backus,
Executive Officer

By _____
Patrick Meagher,
General Manager

Date: _____

Date: _____

Approved as to Legal Form and Sufficiency:

Approved as to Legal Form and Sufficiency:

By _____
Kanwarjit Dua,
Board Counsel

By _____
Jesse Barton,
General Counsel

Date: _____

Date: _____

Three Rivers Levee Improvement Authority

By _____
Kevin Mallen,
Executive Director

Date: _____

Approved as to Legal Form and Sufficiency:

By _____
Andrea Clark,
General Counsel

Date: _____

Attachment A
STANDARD CONDITIONS

1. **GOVERNING LAW:** This OMRR&R Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.
2. **TIMELINESS:** Time is of the essence in this OMRR&R Agreement.
3. **AMENDMENT:** This OMRR&R Agreement may be amended at any time by mutual agreement of the Parties, except insofar as any proposed amendments are in any way contrary to applicable law. Requests by the Local Maintaining Agency for amendments must be in writing stating the amendment request and the reason for the request. The State shall have no obligation to agree to an amendment.
4. **SUCCESSORS AND ASSIGNS:** This OMRR&R Agreement and all of its provisions shall apply to and bind the successors and assigns of the parties. No assignment or transfer of this OMRR&R Agreement or any part thereof, rights hereunder, or interest herein by the Local Maintaining Agency shall be valid unless and until it is approved by the State and made subject to such reasonable terms and conditions as the State may impose.
5. **INSPECTION OF BOOKS, RECORDS, AND REPORTS:** During regular office hours, each of the parties hereto and their duly authorized representatives shall have the right to inspect and to make copies of any books, records, or reports of either party pertaining to this OMRR&R Agreement or matters related hereto. Each of the parties hereto shall maintain and shall make available at all times for such inspection accurate records of all its costs, disbursements, and receipts with respect to its activities under this OMRR&R Agreement. Failure or refusal by Local Maintaining Agency to comply with this provision shall be considered a breach of this OMRR&R Agreement, and the State may take any other action it deems necessary to protect its interests, after complying with paragraph V of the OMRR&R Agreement.
6. **PROHIBITION AGAINST DISPOSAL OF UFRR PROJECT WITHOUT STATE PERMISSION:** Local Maintaining Agency shall not sell, abandon, lease, transfer, exchange, mortgage, hypothecate, or encumber in any manner whatsoever all or any portion of any real or other property necessarily connected or used in conjunction with the UFRR Project, without prior permission of the State. Local Maintaining Agency shall not take any action, including but not limited to actions relating to user fees, charges, and assessments that could adversely affect the ability of Local Maintaining Agency meet its obligations under this OMRR&R Agreement, without prior written permission of the State. The State may require that the proceeds from the disposition of any real or personal property acquired, reimbursed or credited with State funds be remitted to the State.
7. **NO THIRD PARTY RIGHTS:** The parties to this OMRR&R Agreement do not intend to create rights in, or grant remedies to, any third party as a beneficiary of this OMRR&R Agreement, or of any duty, covenant, obligation or undertaking established herein.
8. **OPINIONS AND DETERMINATIONS:** Where the terms of this OMRR&R Agreement provide for action to be based upon, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.
9. **SUIT ON OMRR&R AGREEMENT:** Each of the parties hereto may sue and be sued with respect to this

OMRR&R Agreement.

10. REMEDIES NOT EXCLUSIVE: The use by either party of any remedy specified herein for the enforcement of this OMRR&R Agreement is not exclusive and shall not deprive the party using such remedy of, or limit the application of, any other remedy provided by law. SEVERABILITY: Should any portion of this OMRR&R Agreement be determined to be void or unenforceable, such shall be severed from the whole and the OMRR&R Agreement shall continue as modified.
11. WAIVER OF RIGHTS: None of the provisions of this OMRR&R Agreement shall be deemed waived unless expressly waived in writing. It is the intention of the parties hereto that from time to time either party may waive any of its rights under this OMRR&R Agreement unless contrary to law. Any waiver by either party of rights arising in connection with the OMRR&R Agreement shall not be deemed to be a waiver with respect to any other rights or matters, and such provisions shall continue in full force and effect.
12. TERMINATION FOR CAUSE: The State may terminate this OMRR&R Agreement should Local Maintaining Agency fail to perform the requirements of this OMRR&R Agreement at the time and in the manner herein provided or in the event of a default by the Funding Recipient under the relevant Funding Agreement.
13. INDEPENDENT CAPACITY: Local Maintaining Agency, and the agents and employees of Local Maintaining Agencies, in the performance of the OMRR&R Agreement, shall act in an independent capacity and not as officers, employees, or agents of the State.
14. CONFLICT OF INTEREST
 - a) Current State Employees: No State officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any State agency, unless the employment, activity, or enterprise is required as a condition of regular State employment. No State officer or employee shall contract on his or her own behalf as an independent contractor with any State agency to provide goods or services.
 - b) Former State Employees: For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency. For the twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving State service.
 - c) Employees of the Local Maintaining Agency: Employees of the Local Maintaining Agency shall comply with all applicable provisions of law pertaining to conflicts of interest, including but not limited to any applicable conflict of interest provisions of the California Political Reform Act, Cal. Gov't Code § 87100 *et seq.*

15. **WORKERS' COMPENSATION:** Local Maintaining Agency affirms that it is aware of the provisions of Section 3700 of the California Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and Local Maintaining Agency affirms that it will comply with such provisions before commencing the performance of the work under this OMRR&R Agreement and will make its contractors and subcontractors aware of this provision.

16. **AMERICANS WITH DISABILITIES ACT:** By signing this OMRR&R Agreement, Local Maintaining Agency assures State that it complies with the Americans with Disabilities Act (ADA) of 1990, (42 U.S.C., 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

17. **NONDISCRIMINATION CLAUSE:** During the performance of this OMRR&R Agreement, Local Maintaining Agency and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Local Maintaining Agency and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Local Maintaining Agency and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Local Maintaining Agency and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

Local Maintaining Agency shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the OMRR&R Agreement.

18. DRUG-FREE WORKPLACE CERTIFICATION

Certification of Compliance: By signing this OMRR&R Agreement, Local Maintaining Agency, its contractors or subcontractors hereby certify, under penalty of perjury under the laws of State of California, compliance with the requirements of the Drug-Free Workplace Act of 1990 (Government Code 8350 et seq.) and, if such Act applies to Local Maintaining Agency, have or will provide a drug-free workplace by taking the following actions:

- a) Publish a statement notifying employees, contractors, and subcontractors that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, contractors, or subcontractors for violations, as required by Government Code Section 8355(a)(1).

- b) Establish a Drug-Free Awareness Program, as required by Government Code Section 8355(a)(2) to inform employees, contractors, or subcontractors about all of the following:
 1. The dangers of drug abuse in the workplace,
 2. Local Maintaining Agency's policy of maintaining a drug-free workplace,

3. Any available counseling, rehabilitation, and employee assistance programs, and
4. Penalties that may be imposed upon employees, contractors, and subcontractors for drug abuse violations.

c) Provide as required by Government Code Sections 8355(a)(3), that every employee, contractor, and/or subcontractor who works under this OMRR&R Agreement:

1. Will receive a copy of Local Maintaining Agency's drug-free policy statement, and
2. Will agree to abide by terms of Local Maintaining Agency's condition of employment, contract or subcontract.

Suspension of Payments: This OMRR&R Agreement may be subject to suspension of payments or termination, or both, and Local Maintaining Agency may be subject to debarment if the State determines that:

- a) Local Maintaining Agency, its contractors, or subcontractors have made a false certification, or Local Maintaining Agency, its contractors, or subcontractors violates the certification by failing to carry out the requirements noted above.

19. UNION ORGANIZING: Local Maintaining Agency, by signing this OMRR&R Agreement, hereby acknowledges the applicability of Government Code 16645 through 16649 to this OMRR&R Agreement. Furthermore, Local Maintaining Agency, by signing this OMRR&R Agreement, hereby certifies that:

- a) No State funds disbursed by this OMRR&R Agreement will be used to assist, promote, or deter union organizing.
- b) Local Maintaining Agency shall account for State funds disbursed for a specific expenditure by this OMRR&R Agreement to show those funds were allocated to that expenditure.
- c) Local Maintaining Agency shall, where State funds are not designated as described in (b) above, allocate, on a pro rata basis, all disbursements that support the program.
- d) If Local Maintaining Agency makes expenditures to assist, promote, or deter union organizing, Local Maintaining Agency will maintain records sufficient to show that no State funds were used for those expenditures and that Local Maintaining Agency shall provide those records to the Attorney General upon request.

20. COMPUTER SOFTWARE: Local Maintaining Agency certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this OMRR&R Agreement for the acquisition, operation, or maintenance of computer software in violation of copyright laws.

21. DELIVERY OF INFORMATION, REPORTS, AND DATA: Local Maintaining Agency agrees to expeditiously provide, during work on the State-Federal Flood Control System Modification Program (Early Implementation Projects) and throughout the term of this OMRR&R Agreement, such reports, data, information, and certifications as may be reasonably required by the State.

22. RIGHTS IN DATA: Local Maintaining Agency agrees that all data, plans, drawings, specifications,

reports, computer programs, operating manuals, notes, and other written or graphic work produced in the performance of this OMRR&R Agreement shall be made available to the State and shall be in the public domain to the extent to which release of such materials is required under the California Public Records Act, Cal. Gov't Code §§ 6250 *et seq.* Local Maintaining Agency may disclose, disseminate and use in whole or in part, any final form data and information received, collected, and developed under this OMRR&R Agreement, subject to appropriate acknowledgement of credit to the State for financial support. Local Maintaining Agency shall not utilize the materials for any profit-making venture or sell or grant rights to a third party who intends to do so. The State shall have the right to use any data described in this paragraph for any public purpose.

27. LOCAL MAINTAINING AGENCY NAME CHANGE: Approval of the State's Project Manager is required to change the Local Maintaining Agency's name as listed on this OMRR&R Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.
28. AIR OR WATER POLLUTION VIOLATION: Under State laws, the Local Maintaining Agency shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of Federal law relating to air or water pollution.

Attachment B: Draft Resolution

Resolution No. _____

Resolved by the _____
Board Of Trustees

of the _____
Reclamation District No. 784

that pursuant and subject to all of the terms and provisions of the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006, and the Disaster Preparedness and Flood Prevention Bond Act of 2006, that funds awarded to

(Name of Funding Recipient)

by the California Department of Water Resources for a State-Federal Flood Control System Modification Program project titled: _____
(Project title)

have been accepted, and as a condition of accepting these funds the Funding Recipient committed to signing [*modify if Funding Recipient and Local Maintaining Agency are not the same to add: "or having a Local Maintaining Agency sign"*] an additional agreement with the Central Valley Flood Protection Board, or successor thereto, which requires

Reclamation District No. 784

to assume responsibility for operation, maintenance, repair, replacement, and rehabilitation of

TRLIA 200-year Goldfields Levee Project

Therefore, the _____
General Manager

of the _____ is hereby authorized and directed to
Reclamation District No. 784

sign an operation, maintenance, repair, replacement and rehabilitation agreement with the Central Valley Flood Protection Board, or successor thereto.

Passed and adopted at a regular meeting of the _____
Board of Trustees

of the _____
Reclamation District No. 784

on _____
(Date)

Authorized Signature _____

Printed Name _____

Title _____

Clerk/Secretary _____