

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 03/2019)

AGREEMENT NUMBER

4600013705

PURCHASING AUTHORITY NUMBER (If Applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

Department of Water Resources

CONTRACTOR NAME

Three Rivers Levee Improvement Authority

2. The term of this Agreement is:

START DATE

June 15, 2020

THROUGH END DATE

June 30, 2023

3. The maximum amount of this Agreement is:

\$1,050,000.00

One million, fifty thousand dollars and zero cents

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibits	Title	Pages
	Please see the attached Directed Funding Agreement between the State of California, Department of Water Resources and Three Rivers Levee Improvement Authority for Flood Management Planning for the Feather River Region funded under the Regional Flood Management Planning Program, a component of the Central Valley Flood Protection Plan	
	Signatures appear on page 15 of 29 in the attached Directed Funding Agreement	
+		
-		

Items shown with an asterisk (), are hereby incorporated by reference and made part of this agreement as if attached hereto.*

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

CONTRACTOR BUSINESS ADDRESS

CITY

STATE

ZIP

PRINTED NAME OF PERSON SIGNING

TITLE

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

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AGREEMENT NUMBER 4600013705	PURCHASING AUTHORITY NUMBER (If Applicable)
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STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

CONTRACTING AGENCY ADDRESS

CITY

STATE

ZIP

PRINTED NAME OF PERSON SIGNING

Approved as to legal form
and sufficiency:

TITLE

CONTRACTING AGENCY AUTHORIZED SIGNATURE

Karen A. Jolson
for Asst. Chief Counsel, DWR

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL



EXEMPTION (If Applicable)

**STATE OF CALIFORNIA
THE NATURAL RESOURCES AGENCY
DEPARTMENT OF WATER RESOURCES**

**DIRECTED FUNDING AGREEMENT BETWEEN THE STATE OF CALIFORNIA
DEPARTMENT OF WATER RESOURCES AND**

THREE RIVERS LEVEE IMPROVEMENT AUTHORITY

FOR

FLOOD MANAGEMENT PLANNING FOR THE FEATHER RIVER REGION

**FUNDED UNDER THE REGIONAL FLOOD MANAGEMENT PLANNING PROGRAM
A COMPONENT OF THE CENTRAL VALLEY FLOOD PROTECTION PLAN**

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**STATE OF CALIFORNIA
THE NATURAL RESOURCES AGENCY
DEPARTMENT OF WATER RESOURCES
AGREEMENT BETWEEN THE STATE OF CALIFORNIA
DEPARTMENT OF WATER RESOURCES**

AND

THREE RIVERS LEVEE IMPROVEMENT AUTHORITY

FOR

FLOOD MANAGEMENT PLANNING FOR THE FEATHER RIVER REGION

THIS AGREEMENT, herein referred to as the "Agreement", entered into by and between the State of California, acting by and through the Department of Water Resources, herein referred to as the "State" and Three Rivers Levee Improvement Authority, a public agency, in the County of Yuba, State of California, duly organized, existing, and acting pursuant to the laws thereof, herein referred to as the "Recipient", which parties do hereby agree as follows:

"Budget and Costs by Task" means the itemized budget and financing for RFMP activities as included in this agreement.

"Eligible Costs" means reasonable and necessary actual costs associated with executing the Scope of Work and Tasks described in the Funding Agreement.

"Funding Amount" means the total funding the State will provide to the Recipient for Regional Flood Management Planning activities under this agreement.

"Program Manager" means the State's Program Manager who shall approve the Agreement and all amendments thereafter. The State's Program Manager shall be the State Division of Flood Management Chief.

"Project Manager" means the State or Recipient's designated representative for the administration of the Agreement.

"Regional Plan," previously known as a Regional Flood Management Plan, is the document that presents the long-term flood management vision for a region with implementation strategies for a "flood safe region." The 2012 CVFPP called for DWR to work with local flood management agencies to prepare a "Regional Flood Management Plan" for each of the flood inundation regions within the Central Valley that would identify: (a) flood management challenges and deficiencies at the regional level; (b) potential projects identified by local public agencies and interest groups for the region, projects' costs, and prioritization of the projects; and (c) financial strategies that identify benefits of the projects, and sources of the funding for implementation of the projects. All six regions completed comprehensive Regional Plans by 2015 under prior funding agreements with DWR.

“**Regional Flood Management Program (RFMP)**” is the overall program for providing funding to Eligible Applicants to perform work that is consistent with these guidelines, the CVFPP, the Regional Plans, and other applicable and related DWR and State programs.

1. **PURPOSE OF FUNDING:** This funding is made available by the State to the Recipient in order to continue to support CVFPP implementation and provide regional perspective and stakeholder coordination. Funds may be used only as provided in this Agreement for Eligible Costs as included in Exhibit A, Scope of Work and Tasks. The State's agreement to fund continued regional planning activities does not commit it to approve or fund any proposed projects described by the RFMP.

Nothing herein shall preclude Recipient from proceeding, self-funded, with work that has not been deemed eligible by the State.

2. **TERM OF AGREEMENT:** The term of this Agreement shall be from the date this agreement is executed (signed) by the Department of Water Resources (DWR) and approved by the Department of General Services through June 30, 2023.
3. **SCHEDULE:** Recipient shall diligently perform or cause to be performed all work as described and scheduled in Exhibit A, Scope of Work and Tasks. If Recipient does not meet the schedule provided in Exhibit A, the State reserves the right to exercise the withholding remedies provided in Paragraph 19 of this Agreement.
4. **FUNDING AMOUNT:** The maximum amount payable by the State under this Agreement shall not exceed \$1,050,000.
5. **LIMITS ON STATE FUNDS:** Pursuant to the California Disaster Preparedness and Flood Prevention Bond Act of 2006 and subject to the availability of funds, including any mandates from the Department of Finance, the Pooled Money Investment Board or any other state authority, the State will provide to Recipient in accordance with the terms of this Agreement an amount not to exceed \$1,050,000. The State will not make payments of any kind until funding is made available by the State Treasurer, after allocation decisions are made by the Pooled Money Investment Board and Department of Finance. Advanced funds are not available.
6. **ELIGIBLE ACTIVITIES AND COSTS:** State funding may only be used for eligible activities and costs. Activities related to overhead costs, administration, and supplies should be reasonable, necessary, and directly related to the funded activities described below.

Eligible costs are the reasonable and necessary actual costs associated with executing the Scope of Work and Tasks described in the Funding Agreement. Credit or reimbursement will not be provided for work completed before the signed Funding Agreement execution date.

Eligible activities and costs may include, but are not limited to, the following:

- Pursuit of local funding mechanisms and regional consolidation
- Procurement of technical consulting services
- Costs to implement programs, studies, and activities in support of previously completed RFMPs
- Direct costs of revising the Regional Plans and related activities

- Regional Working Group coordination
- Cross-Regional coordination
- Stakeholder outreach and engagement
- Activities in support of RCISs
- Activities in support of FEMA National Flood Insurance Program reform
- OMRR&R planning related to securing and maintaining active PL 84-99 status and compliance with applicable USACE Standard Operation and Maintenance manuals and supplements.
- Developing agreements, memorandums of understanding, arrangements or plans between Local Maintaining Agencies to share resources (e.g., staff, equipment, funding, etc.) for effective and efficient O&M.
- Activities in support of refined permitting strategies and planning for multi-benefit projects
- Activities in support of advancement of the CVFPP Conservation Strategy
- Activities in support of the DWR Flood Maintenance Assistance Program (FMAP)
- Encroachment compliance planning
- Development of regional governance mechanisms and Local Maintaining Agency consolidation
- Financial and technical planning and activities to secure additional local funding
- A proportionate share of reasonable administrative costs (typically ranging from 5%-10% of the total activity costs)

Advanced funds cannot be provided. Costs that are not eligible include, but are not limited to, the following:

- Costs for work incurred prior to execution of Funding Agreement
- Meals and meeting refreshments
- Equipment
- Design work
- Construction
- Training
- Travel unrelated to RFMP activities
- Replacement of existing funding sources for ongoing programs
- Support of existing agency requirements and mandates
- Overhead not related to regional planning costs
- Preparation of California Environmental Quality Act (CEQA) or National Environmental Protection Act (NEPA) documents or applying for or obtaining permits for construction
- Costs that the State does not authorize as part of final accounting

- 7. CALIFORNIA ENVIRONMENTAL QUALITY ACT:** The RFMP is exempt from CEQA compliance as a planning study pursuant to section 15262 of the CEQA Guidelines. The RFMP is a project involving only planning studies for possible future actions. The RFMP includes no approval process, adoption or commitment of funds. The final regional documents resulting from this agreement have no legally binding effect on later activities by State or Recipient. While State requests Recipient to prioritize projects and provide a funding plan, the reports are intended to be used as references for future flood planning activities by the State. The regional planning priorities will not preclude consideration and analysis of reasonable alternatives to those priorities in future project development activities, or otherwise trigger the need for CEQA compliance in

connection with actions regarding the regional planning documents pursuant to section 15004 of the CEQA Guidelines. Recipient agrees to limit its actions regarding the RFMP as necessary to maintain this exempt status under section 15262, and further agrees to consider environmental factors to the extent required by that section and by section 15004.

- 8. RECIPIENT'S RESPONSIBILITIES:** Recipient or its authorized representatives shall be responsible for work and for persons or entities engaged in work, including, but not limited to, subrecipients, partners, subcontractors, suppliers, and providers of services. Recipient or its representatives shall fulfill Recipient's obligations under the Agreement. Recipient shall faithfully and expeditiously perform or cause to be performed all project work as described in Exhibit A, Scope of Work and Tasks and in accordance with Exhibit B, Budget and Costs by Task. Recipient shall comply with all of the terms and conditions of this Agreement and with Chapter 2 (commencing with Section 75026 et seq.) of the California Public Resources Code.

Recipient shall be responsible for any and all disputes arising out of its contracts for regional planning work, including but not limited to payment disputes with Recipient's partners, contractors and subcontractors. State will not mediate disputes between Recipient and any other entity concerning responsibility for performance of work.

- 9. RELATIONSHIP OF PARTIES:** Recipient is acting in an independent capacity and is solely responsible for the tasks within the work plan. Review or approval of regional planning documents by State is solely for the purpose of proper administration of funds by State and shall not be deemed to relieve or restrict responsibilities of Recipient under this Agreement.

- 10. SUBCONTRACTING REQUIREMENTS:** The Funding Recipient may sub-contract with other local public agencies (Sub-recipients) participating in regional flood risk management activities or technical consultants (Sub-contractors). Sub-recipients are local public agencies receiving allocations of funds for their participation in the regional planning process from the Funding Recipient acting on behalf of the Regional Working Group. All sub-contracts must be in compliance with Volume I of the *State Contracting Manual* issued by the State Department of General Services.

- 11. RECIPIENT REPRESENTATIONS:** Recipient accepts and agrees to comply with all terms, provisions, conditions, and commitments of this Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by Recipient in the application, accompanying documents, amendments, and communications filed in support of its request for funding. The Recipient shall comply with and require its sub recipients, contractors and subcontractors to comply with all applicable state laws.

- 12. PROJECT PERFORMANCE AND ASSURANCES:** Recipient agrees to faithfully and expeditiously perform or cause to be performed all work as described in Exhibit A, Scope of Work and Tasks, under this Agreement in accordance with applicable provisions of the law. Recipient shall fulfill its obligations under the Agreement, and shall be responsible for the quality of the project. In the event State finds it necessary to enforce this provision of this Agreement in the manner provided by law, Recipient agrees to pay all costs incurred by State including, but not limited to, reasonable attorneys' fees, legal expenses and costs.

- 13. REQUIREMENTS FOR DISBURSEMENT:** Recipient shall meet all conditions precedent to the disbursement of money under this Agreement, including Acceptable Conditions, paragraph 14. Failure by Recipient to comply may, at the option of State, result in termination of the Agreement

under Exhibit C, General Terms and Conditions. State shall have no obligation to reimburse money under this Agreement unless and until the disbursement is in accordance with requirements of the California Disaster Preparedness and Flood Prevention Bond Act of 2006. For disbursements of funds for the project, Recipient shall continue to meet the Acceptable Conditions stated in Paragraph 14.

14. ACCEPTABLE CONDITIONS: State shall have no obligation to disburse money under this Agreement unless and until Recipient has satisfied the terms, conditions, and provisions set forth in the Guidelines:

- a. Recipient has provided a copy of a resolution adopted by its governing body accepting the funds and designated a representative to execute this Agreement and to sign requests for disbursements of State funds. The resolution must be substantially the same as the draft resolution provided in Exhibit F to this Agreement.
- b. Recipient demonstrates compliance with the provisions of the Agreement between State and Recipient.
- c. For the term of this Agreement, Recipient submits timely periodic progress reports as required by Paragraph 20, Submission of Progress Reports.

15. STATEMENT OF COSTS: Recipient shall provide State with a Statement of Costs.

- a. Recipient shall provide a statement of the incurred Eligible Costs for work performed during the period identified in the particular statement. The Statement of Costs shall include:
 - i. The date of the invoice, the time period covered by the invoice, and the total amount due;
 - ii. Itemized costs based on the tasks specified in Exhibit F, Budget and Costs by Task. The amount claimed for salaries/wages/consultant fees must be based on a calculation formula (i.e., hours or days worked times the hourly or daily rate must equal the total amount claimed);
 - iii. What eligible activities were performed during the statement period;
 - iv. Who conducted the activities;
 - v. When the costs were incurred;
 - vi. Current contractor and subcontractor/subrecipient;
 - vii. Original signature and date (in ink) of Recipient's authorized representative or Project Manager.
- b. Reimbursements will only be approved for eligible costs incurred pursuant to this Agreement and consistent with the approved Scope of Work and Tasks and budget.
- c. Reimbursements will be paid in arrears.
- d. The State will review each Quarterly or Monthly Progress Report and each Statement of Costs to determine whether claimed costs are, in the opinion of the State, Eligible Project Costs and whether the Recipient has provided adequate information to verify that claimed expenses were incurred.
- e. State may reject a Statement of Costs if: (1) it is submitted without signature; or (2) it is submitted under signature of a person other than Recipient's Project Manager or the Recipient's authorized representative.

- f. A Statement of Costs containing a mathematical error will be corrected by State, after a telephone call or email to Recipient; and will thereafter be treated as if submitted in the corrected amount. State will provide Recipient with notification of the corrected Statement of Costs.
- g. State will notify Recipient by mail, whenever, upon review of a Statement of Costs, State determines that any portion or portions of the costs claimed: (1) are ineligible to be paid under Federal or State law, or the terms of this Agreement; (2) do not constitute Eligible Project Costs approved by State for funding under the terms of this Agreement; or (3) are not supported by invoices or receipts acceptable to State. Recipient may, within thirty (30) days of the date of receipt of such notice, submit additional documentation to State to cure such deficiency(ies). If Recipient fails to timely submit adequate documentation curing the deficiency(ies), State will adjust the pending Statement of Costs by the amount of the ineligible and/or unapproved cost(s). Recipient may continue to submit additional documentation in support of rejected cost(s) and may include such cost(s) with additional supporting documentation on a subsequent Statement of Costs. Disputes concerning whether costs are Eligible Projects Costs and have been adequately documented will be resolved in accordance with the dispute resolution process set forth in Paragraph 19, Default Provision and Dispute Resolution.
- h. All Statements of Costs shall be accompanied by a statement signed by the Recipient's Project Manager or authorized representative that the statement is correct to the best of his or her knowledge and belief after an investigation that is reasonable under the circumstances and is submitted under penalty of perjury.
- i. At the sole discretion of the State, the State may modify the requirements for preparation and submittal of Statements of Costs in order to improve administration of the regional planning effort or to ensure compliance with the Governor's Executive Order on accountability for bond funds, Executive Order S-02-07, or other legal requirements.

16. METHOD OF PAYMENT FOR ELIGIBLE PROJECT COSTS: After the disbursement requirements in Paragraph 13 are met, Recipient shall provide to the State a Statement of Costs in accordance with Paragraph 15 and timely progress reports in accordance with Paragraph 20. Following receipt of the Statement of Cost and timely progress reports, State will disburse the whole or portions of the funding commitment to Recipient.

Payment will be made quarterly, but no more than monthly, in arrears, upon receipt of an invoice bearing the RFMP Region Title and Recipient Name. Submit the original and three (3) copies of the invoice form to the following address:

State of California
Department of Water Resources
Division of Flood Management
Attention: Aaron Wu
3464 El Camino Ave, Suite 200
Sacramento, CA. 95821-9000

17. DISBURSEMENT: Following the review of each Statement of Cost, State will disburse to Recipient the amount approved, subject to the availability of funds through normal State

processes and pursuant to Paragraphs 12 and 13. Notwithstanding any other provision of this Agreement, no disbursement shall be required at any time or in any manner which is in violation of, or in conflict with, federal or state laws, rules or regulations, or which may require any rebates to the federal government, or any loss of tax-free status on state bonds, pursuant to any federal statute or regulation. All money disbursed pursuant to this Agreement shall be used solely to pay Eligible Project Costs and deposited, administered, and accounted for pursuant to the provisions of applicable law. Funds will be disbursed by State in response to each approved invoice, and in accordance with the Budget and Costs by Task, Exhibit B. Any and all money disbursed to Recipient under this Agreement, and any and all interest earned by Recipient on such money shall be used solely to pay Eligible Costs.

DWR shall retain 5% from each approved invoice submitted by the Recipient. The retention will be paid upon completion of agreed upon activities in the Funding Agreement, as determined by DWR, the Recipient has met requirements of Paragraph 20, Submissions of Progress Reports, and after DWR's approval of the completion report. If the Funding Agreement is amended, the Funding Recipient may request partial disbursement of the funds retained to date by submitting a written request to DWR, stating the amount of retention requested to be disbursed. Retention release invoices

18. WITHHOLDING OF FUNDING DISBURSEMENT BY STATE: If State determines Recipient has failed in any respect to comply with the provisions of this Agreement, and if Recipient does not remedy any such failure to State's satisfaction, State may withhold from Recipient all or any portion of the funding commitment and take any other action that it deems necessary to protect the State's interests. State may require the Recipient to immediately repay all or any portion of the disbursed funding amount with interest, consistent with its determination. State may consider Recipient's refusal to repay the requested disbursed funding amount a contract breach subject to the default provisions in Paragraph 19. If State notifies Recipient of its decision to withhold the entire funding amount from Recipient pursuant to this paragraph, this Agreement shall terminate upon receipt of such notice by Recipient and shall no longer be binding on either party.

19. DEFAULT PROVISIONS AND DISPUTE RESOLUTION: Recipient will be in default under this Agreement if any of the following occur:

- a. Breach of this Agreement, or any supplement or amendment to it, or any other agreement between Recipient and State evidencing or securing Recipient's obligations;
- b. Making any false warranty, representation, or statement with respect to this Agreement;
or
- c. Failure to make any remittance required by this Agreement.

Should an event of default occur, State shall provide a notice of default to the Recipient. If the Recipient fails to cure the default within the time (not less than 10 days) prescribed by the State, State may do any or all of the following:

- a. Declare the Funding be immediately repaid, with interest, which shall be equal to State of California general obligation bond interest rate in effect at the time of the default;
- b. Terminate any obligation to make future payments to Recipient;
- c. Terminate the Agreement; and
- d. Take any other action that it deems necessary to protect its interests.

Any claim Recipient may have regarding the performance of this Agreement including, but not limited to claims for an extension of time, shall be submitted to the Program Manager, Department of Water Resources, within thirty (30) calendar days of Recipient's knowledge of the claim. State and Recipient shall then attempt to negotiate a resolution of such claim and process an amendment to the Agreement to implement the terms of any such resolution.

Before either party to this Agreement may bring suit in any court concerning an issue relating to this 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 the parties. Any costs of dispute resolution shall be shared evenly by the parties. Except as specifically provided in this Agreement, the existence of a dispute shall not excuse the parties from performance pursuant to this Agreement.

In the event State finds it necessary to enforce any provision of this Agreement in a court of law, Recipient agrees to pay all costs incurred by State including, but not limited to, reasonable attorneys' fees, legal expenses, and costs.

20. SUBMISSION OF PROGRESS REPORTS: The submittal and approval of all progress reports is a requirement for the successful completion of this Agreement. Progress reports shall meet generally accepted professional standards for technical reporting and shall be proofread for content, numerical accuracy, spelling, and grammar prior to submittal to State. All progress reports shall be submitted along with the invoices to the address in Paragraph 16, and shall be submitted in both electronic and hard copy forms. If requested, Recipient shall promptly provide any additional information deemed necessary by State for approval of progress reports. Progress reports shall be presented in the formats described in Exhibit D, Progress Report Format and Requirements. The submittal and approval of progress reports is a requirement for processing each invoice.

a. Quarterly or Monthly Reports: Beginning the quarter or month that the Agreement is executed (signed) by State, and for the duration of the Agreement, the Funding Recipient will provide written quarterly progress reports (but no more often than monthly) to DWR within sixty (60) days of the completion of the quarter (or month) to ensure funds are utilized in accordance with the Funding Agreement. Progress reports will generally coincide with a submitted invoice for reimbursement and include at least the following information:

- Records of expenditures incurred during the period covered by the report
- Description of work activities since the previous report
- Status of the work relative to the agreed upon schedule and budget
- Key issues that must be resolved
- Planned activities for the following quarter
- Upcoming events, meetings, and milestones expected for the next quarter

If no eligible activities occur or and/or no eligible costs are incurred during any quarter of the Funding Agreement, a written quarterly progress report is still required to be submitted to DWR within sixty (60) days of the completion of that quarter. In the quarterly progress report, the Funding Recipient shall provide an explanation of why there were no activities or costs within that quarter.

b. Compliance with Executive Order S-02-07: At the sole discretion of the State, the State may modify the requirements for preparation and submittal of work plans and reports

called for in this Agreement in order to improve administration of the State Federal Flood Control System Modification Program or ensure compliance with the Governor's Executive Order on accountability for bond funds, Executive Order S-02-07, or other legal requirements.

21. PROJECT CLOSEOUT: Prior to payment of the final invoice, a final completion report must be prepared and submitted to DWR by the Funding Recipient on behalf of its region. The final completion report submitted must:

- Summarize all approved progress reports prepared throughout the duration of the Funding Agreement
- Include all items required in these Guidelines
- Include a copy of the final deliverables in both electronic and hard copy form prepared for the region

22. PERFORMANCE EVALUATION: Recipient's performance under this Agreement will be evaluated by State after completion.

23. LABOR COMPLIANCE: The Funding Recipient agrees to be bound by all the provisions of the Labor Code regarding prevailing wages and shall monitor all contracts subject to reimbursement from the Funding Agreement to assure that the prevailing wage provisions of the Labor Code are being met. Current Department of Industrial Relations (DIR) requirements may be found at: <https://www.dir.ca.gov/lcp.asp>. For more information, please refer to DIR's Public Works Manual at: <https://www.dir.ca.gov/dlse/PWManualCombined.pdf>.

Recipient's failure to comply with LCP requirements is a substantial breach of this Agreement. At the State's request, Recipient must promptly submit written evidence of Recipient's compliance with the LCP requirements.

24. NOTIFICATION OF STATE: Recipient shall promptly notify, in writing, State of the following items:

- a. Events or proposed changes that could affect the scope, budget, or work performed under this Agreement. Recipient agrees that no substantial change in the scope of the project will be undertaken until written notice of the proposed change has been provided to State and State has given written approval for such change.
- b. Change to any of the Agreement or changes in parties to the Agreement.
- c. Any public or media event publicizing the accomplishments and/or results of this Agreement and provide the opportunity for attendance and participation by State's representatives. Recipient shall make such notification at least fourteen (14) calendar days prior to the event.
- d. Completion of work on a project.

25. PROGRAM AND PROJECT MANAGERS: Either party may change its Project Manager upon written notice to the other party.

- a. State's Project Manager shall be State's representative and shall have the authority to make determinations and findings with respect to each controversy arising under or in connection with the interpretation, performance, or payment for work performed under the Agreement.
- b. Recipient's Project Manager shall be the Recipient's representative for the administration of the Agreement and shall have full authority to act on behalf of the Recipient, including authority to execute all payment requests.

26. NOTICES: Any notice, demand, request, consent, or approval that either party desires or is required to give to the other party under this Agreement shall be in writing. Notices may be sent by any of the following means: (i) by delivery in person; (ii) by certified U.S. mail, return receipt requested, postage prepaid; (iii) by "overnight" delivery service; provided that next-business-day delivery is requested by the sender; or (iv) by facsimile transmission, followed submittal of a hard copy. Notices delivered in person will be deemed effective immediately on receipt (or refusal of delivery or receipt). Notices sent by certified mail will be deemed effective given seven (7) calendar days after the date deposited with the U. S. Postal Service. Notices sent by overnight delivery service will be deemed effective one business day after the date deposited with the delivery service. Notices sent by facsimile will be effective on the date of successful transmission, which is documented in writing. Notices shall be sent to the following addresses. Either party may, by written notice to the other, designate a different address that shall be substituted for the one below:

State of California
Department of Water Resources
Division of Flood Management
Attention: Aaron Wu
3464 El Camino Ave, Suite 200
Sacramento, CA. 95821-9000

Paul Brunner, Executive Director
Three Rivers Levee Improvement Authority
1114 Yuba Street, Suite 218
Marysville, CA 95901

27. CONFLICT OF INTEREST: All Funding Recipients, including Sub-contractors and Sub-recipients, are subject to State conflict-of-interest laws. Failure to comply with these laws, including business and financial disclosure provisions, will result in the Agreement being declared void. Applicable statutes include, but are not limited to, Government Code Section 1090, Public Contract Code Sections 10410 and 10411.

28. INDEMNIFY AND HOLD HARMLESS: As part of the Agreement, Funding Recipients, Sub-contractors and Sub-recipients shall indemnify and hold harmless the State, its officers, agents, and employees from any and all liability from all claims (including inverse condemnation), demands, losses, costs, expenses and damages either in whole or in part, and whether directly or indirectly, arising out of the RFMP effort and any breach of the Agreement.

29. AUDITS AND RECORD KEEPING: All records and documents pertaining to the Agreement shall be maintained by the Funding Recipient until three years after the final payment of funds is made.

During the term of the Agreement and for three years after the final payment is made, a State audit may be conducted to confirm that expenditures were made in accordance with the Agreement. All Funding Recipient records and documents pertinent to the Agreement shall be available for review and audit by DWR or other State representative during normal business hours while the RFMP work is active and for three years after final payment of State funds.

30. INCORPORATION OF STANDARD CONDITIONS AND RECIPIENT COMMITMENTS: The following exhibits are attached and made a part of this Agreement by this reference:

- Exhibit A – Scope of Work and Tasks
- Exhibit B – Budget and Costs by Task
- Exhibit C* - General Terms and Conditions - GTC 04/2017
- Exhibit D – Progress Report Format and Requirements
- Exhibit E – Guidelines for Recipients & Borrowers under DWR Financial Assistance Programs Documents Required for State Audits
- Exhibit F – Local Agency Resolution

Items shown with an Asterisk (), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at <https://www.dgs.ca.gov/-/media/Divisions/OLS/Resources/GTC-April-2017-FINALapril2017.ashx?la=en&hash=04E212331938533CCF1EC73EB0BC1FDCBADAC601>.*

31. MODIFICATION OF OVERALL WORK PLAN: At the request of the Recipient, the State, may, at its sole discretion, approve non-material changes to the portions of Exhibit A which concern the budget and schedule without formally amending this Agreement. Non-material changes with respect to the budget are changes that only result in reallocation of the budget and will not result in an increase in the amount of the State Funding Commitment set forth in Paragraph 4. Nonmaterial changes with respect to the Project schedule are changes that will not extend the term of this Agreement which is set forth in Paragraph 2 of the Agreement. Requests for non-material changes to the budget and schedule must be submitted by the Recipient to the State in writing and are not effective unless and until specifically approved by the State's Project Manager in writing.

If the Recipient and the State agree to a material change with respect to the Overall Work Plan that decreases the Eligible Costs in Paragraph 6, the parties agree there shall be proportionate reduction in the limit on state funds set forth in Paragraph 5.

32. AGREEMENT AMENDMENTS: Funding Agreements may be amended at any time by mutual agreement of the parties. Requests by the Funding Recipient for amendments must be submitted in writing and state the reason for the request. Amendments are required for the following circumstances:

- Change in schedule (e.g. time extension)
- Change in Scope of Work
- Change in total budget
- Change to any of the agreement provisions
- Change in parties to the agreement

Transfer of funds between tasks must be requested in a work plan revision and approved by DWR.

Requests solely for a time extension must be submitted at least ninety (90) days prior to the work completion date. Any other request for an amendment must be submitted at least one hundred and eighty (180) days prior to the work completion date. All requests are subject to DGS contract approval processes and deadlines. The State shall have no obligation to agree to an amendment.

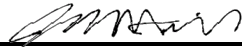
If a Funding Agreement is amended, an amendment progress report must be prepared and submitted to DWR by the Funding Recipient on behalf of its region within sixty (60) days of the executed amendment. The amendment progress report submitted must:

- Be separate from the quarterly (monthly) progress reports
- Summarize all approved progress reports prepared since the start of the Funding Agreement

IN WITNESS WHERE OF, the parties hereto have executed this Agreement.

STATE OF CALIFORNIA
DEPARTMENT OF WATER RESOURCES

THREE RIVERS LEVEE IMPROVEMENT
AUTHORITY



Jeremy Arrich, P.E., Chief
Division of Flood Management




Paul G. Brunner, P.E
Executive Director

Date 6/16/2020

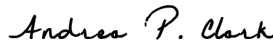
Date 6/10/2020

Approved as to Legal Form and Sufficiency

Approved as to Legal Form and Sufficiency for
Three Rivers Levee Improvement Authority



Robin Brewer, Assistant Chief Counsel
Office of the Chief Counsel



Andrea Clark
Agency Counsel

Date 6/12/2020

Date 6/10/2020

EXHIBIT A SCOPE OF WORK

Regional Flood Management
Three Rivers Levee Improvement Authority
For
Flood Management Planning for the Feather River Region

DESCRIPTION OF TASKS

This contract provides funding for the following tasks:

- Task 1 – Project Administration, Management, and Reporting
- Task 2 – Communication and Engagement
- Task 3 – RFMP Activity Updates and Participation in the 2022 CVFPP Update
- Task 4 – Financial planning and Funding Support
- Task 5 – Regional Governance
- Task 6 – Multi-Benefit Opportunities and Performance Tracking
- Task 7 – Regional Climate Resilience
- Task 8 – Institutional Barriers and Process Improvements
- Task 9 – NFIP-Related Activities
- Task 10 – Region-Specific Activities

TASK 1 - PROJECT ADMINISTRATION, MANAGEMENT, AND REPORTING

Efforts under this task will include the following types of activities related to grant administration and contract management, as well as internal team coordination:

- Tracking and managing budget and expenditures
- Tracking and managing schedule and tasks
- Scheduling and facilitating recurring internal project team meetings and/or conference calls
- Preparing quarterly invoices
- Developing and submitting quarterly progress reports to DWR within 60 days of end of quarter

Task 1 Deliverables:

- *Quarterly Invoices and Progress Reports within 60 days of completion of the quarter*
- *Meeting summaries*

TASK 2 - COMMUNICATION AND ENGAGEMENT

Efforts under this task will be focused on continued stakeholder engagement and outreach. Stakeholders include all internal regional stakeholders; the Working Groups of adjacent Regions with interest in implementing the CVFPP to include environmental interests, tribes and any interested parties; and State and Federal agencies with ongoing studies, projects and regulatory responsibilities that affect the Region. Activities under this task include:

- Coordinating and conducting regular regional meetings for the purpose of sharing information and updates on relevant flood management topics and the progress of CVFPP implementation

- Attending Coordinating Committee meetings, CVFPB Workgroup meetings, CVFPB Workshops, CVFPB Levee Inspection Compliance Program, CVFPB Advisory Committee, OMRR&R Meetings, and other RFMP Regional meetings
- Managing the Feather River Regional/RFMP website with updated information regarding the Region, RFMP process, and the CVFPP
- Meetings and presentations to regional stakeholders
- Developing and distributing outreach materials
- Small group meetings with targeted stakeholders
- Participating in coordination meetings with DWR, other resource agencies, and other government entities
- Coordinating with LMAs on issues such as OMRR&R of SPFC facilities, maintaining active PL84-99 status, and inspection protocols
- Continuing engagement with local stakeholders, including landowners and the public in regional flood management activities
- Managing email notifications and list serves
- Tracking relevant news and funding opportunities
- Relaying information to regional stakeholders via email, the RFMP website, or other means

Task 2 Deliverables:

- *Draft and Final Stakeholder Engagement Plan*
- *Meeting materials, agendas, and notes*
- *Periodic stakeholder outreach emails*
- *Website content*

TASK 3 - RFMP ACTIVITY UPDATES AND PARTICIPATION IN 2022 CVFPP UPDATE

Efforts under this task will be focused on providing status updates of the region's 2014 RFMP as well as providing input on the 2022 CVFPP update. A review of the region's 2014 RFMP will be conducted and status updates will be gathered from the LMAs on actions and accomplishments since the last RFMP. Regional priorities will be updated if necessary. Additionally, as DWR is preparing the 2022 CVFPP and its associated documents, the region will engage with DWR and CVFPB throughout the process to provide input from the region's perspective. Activities under this task will include:

- Meetings and communications with LMAs and stakeholders
- Gathering status updates on the 2014 RFMP project list
- Developing an updated Project List table including updated costs, schedule, project type for 2014 projects, change in status of 2014 projects, new projects, and prioritizations
- Reevaluating regional priorities
- Meetings and coordination with DWR's 2022 CVFPP team
- Reviewing CVFPP technical deliverables
- Reviewing other CVFPP interim deliverables to provide regional perspectives

Task 3 Deliverables:

- *Updated Project List*
- *Summary of changes from 2014 project list to new project list*
- *Summary of progress made in advancing projects since 2014*
- *Updated priorities White Paper*

TASK 4 - FINANCIAL PLANNING AND FUNDING SUPPORT

Efforts under this task are intended to advance the information developed in the original RFMP by utilizing data developed as part of flood risk reduction projects, feasibility studies, and any Proposition 218 election analyses that have been performed since the original data was gathered. Additionally, this task aims to study a more comprehensive, long-term strategy for local funding mechanisms that can be used to finance flood protection initiatives and potentially consolidate local funding programs. Activities under this task will include:

- Analysis to identify the current funding status for flood management activities within the region
- Financial analysis and support to identify and pursue potential State or Federal funding mechanisms
- Financial and technical planning and activities to pursue and secure additional local funding shares including obtaining grant funding for technical studies, project development, and/or implementation (as needed/requested) that will help advance regional implementation projects

Task 4 Deliverables:

- *Updated Regional Financial Plan*
- *Grant applications (if needed/requested)*

TASK 5 - REGIONAL GOVERNANCE

Efforts under this task will be focused on evaluating opportunities for improved governance and developing organizational structure so the Region can effectively engage in flood risk management from a Regional perspective. Activities under this task include:

- Evaluate opportunities for improved governance and explore the viability of establishing new governance framework(s) to improve how local stakeholders can effectively engage in regional flood risk management planning and action implementation.
- Facilitate stakeholder-driven discussion and coordination on maintenance activities, funding, and project development, as well as the exploration of options for greater regional flood management cooperation and governance.

Task 5 Deliverables:

- *Stakeholder meeting summaries*
- *Regional Governance White Paper (summarizing stakeholder engagement and providing recommendation)*

TASK 6 - MULTI-BENEFIT OPPORTUNITIES AND PERFORMANCE TRACKING

Efforts under this task will be focused on facilitating the development and enhancement of multi-benefit projects in the region. To promote multi-benefit opportunities and ecosystem functions, and to identify multi-benefit features that can be woven into the regions flood protection projects.

Activities under this task include:

- Studying multi-benefit opportunities at both a project and a regional scale
- Conceptual planning and recommendations for the identified multi-benefit opportunities

Task 6 Deliverables:

- *Draft and final technical memorandum or report summarizing conceptual planning and recommendations for the identified multi-benefit opportunities.*

TASK 7 - REGIONAL CLIMATE RESILIENCE

Efforts under this task will be focused on conducting workshops with regional stakeholders to gather their stories about climate change, and compile and synthesize stories to identify common themes. The central goal of these workshops will be to engage in discussions around current on-the-ground climate change impacts and perspectives, and how these relate to what the modeling and forecasts tell us about future conditions. Activities under this task include:

- Identifying information needs related to stakeholder understanding of climate change impacts and projections
- Identifying management and restoration actions that can build climate resilience
- Developing a common vision for what climate resilience means

Task 7 Deliverables:

- *Workshop agendas, notes, and materials – posted on website*
- *Draft and final technical memorandum: Climate Resilience Perspectives in the Feather River Region*

TASK 8 - INSTITUTIONAL BARRIERS AND PROCESS IMPROVEMENTS

Efforts under this task will be focused on identifying, assessing, and addressing institutional barriers which hinder both ongoing flood risk management efforts, and future implementation of flood risk reduction actions. Activities under this task include:

- Developing stable institutional structures, coordination protocols, and financial frameworks that enable effective and adaptive integrated flood management
- Developing and advancing long term remediation plans with the goal of restoring and maintaining PL84-99 eligibility for the levee systems within the regions
- Providing non-structural flood risk reduction support, such as improved flood emergency preparedness will be an integral component of the overall regional suite of flood risk reduction measures.

Task 8 Deliverables:

- *Draft and final technical memorandums to address specific process or technical issues*
- *Meeting summaries*

TASK 9 - NFIP-RELATED ACTIVITIES

Efforts under this task will be focused on coordination and support activities associated with FEMA NFIP reform and FEMA re-mapping efforts. Activities under this task include:

- Coordinating and supporting activities associated with FEMA NFIP reform and re-mapping efforts, including supporting Congressional legislations to establish a FEMA flood zone for agriculturally-based communities
- Developing flood hazard maps, including all necessary studies and surveys

Task 9 Deliverables:

- *White Paper summarizing findings and providing recommendations for NFIP related activities*

TASK 10 - REGION-SPECIFIC ACTIVITIES

Efforts under this task will be focused on supporting regional activities to improve water resource objective that related to flood risk reduction, habitat enhancement, sustaining agricultural viability, improved water quality and reliability, or/and to increase recreational opportunities.

Task 10 Deliverables:

White paper relevant to Region specific activities

**EXHIBIT B
BUDGET AND COSTS BY TASK**

Regional Flood Management
Three Rivers Levee Improvement Authority
For
Flood Management Planning for the Feather River Region

Task #	Task Name	Funding Budget
1	Project Administration, Management, and Reporting	\$45,000
2	Communication and Engagement	\$120,000
3	RFMP Activity Updates and Participation in the 2022 CVFPP Update	\$100,000
4	Financial planning and Funding Support	\$67,500
5	Regional Governance	\$40,000
6	Multi-Benefit Opportunities and Performance Tracking	\$100,000
7	Regional Climate Resilience	\$75,000
8	Institutional Barriers and Process Improvements	\$200,000
9	NFIP-Related Activities	\$35,000
10	Region-Specific Activities	\$267,500
TOTAL		\$1,050,000

**EXHIBIT C
GENERAL TERMS AND CONDITIONS – GTC 04/2017**

California State general terms and conditions for non-IT services contracts are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at <https://www.dgs.ca.gov/-/media/Divisions/OLS/Resources/GTC-April-2017-FINALapril2017.ashx?la=en&hash=04E212331938533CCF1EC73EB0BC1FDCBADAC601>.

EXHIBIT D PROGRESS REPORT FORMAT AND REQUIREMENTS

PROGRESS REPORTS

Quarterly or Monthly Reports shall generally use the following format. This format may be modified as necessary to effectively communicate information on the project contained in the RFMP Detailed Scope of Work and Tasks. The report should reflect the status of the entire project identified in the Agreement.

For Regional Flood Management Planning, describe the work performed during the quarter or month including:

PROJECT INFORMATION

- Status of Regional Flood Management Planning;
- Major accomplishments during the quarter or month (i.e. tasks completed, milestones met, meetings held or attended, press releases, etc.);
- Discuss participation level of other entities in the RFMP process, status of Regional Flood Management Planning effort;
- Issues and risks that have, will, or could affect the schedule or budget, with a recommendation on how to mitigate the matter; and
- Description of the differences between the work performed and the work outlined in the RFMP Scope of Work, Appendix A.

COST INFORMATION

- List costs incurred during the quarter or month by the Recipient and each contractor working on the project. The list should include hours per task worked on during the quarter or month for above personnel. This does not include in-kind costs.
- In-kind expenditures for the quarter or month.
- A discussion on how the actual budget is progressing in comparison to the project budget included in Appendix B, RFMP Costs and Budget; and
- A revised budget, by task, if changed from latest budget.
- Projected expenditures for the next quarterly or monthly reporting period.

SCHEDULE INFORMATION

- A schedule showing actual progress (% complete and planned completion date) versus planned progress (baseline) as shown in Exhibit A, RFMP Scope of Work;
- A discussion on how the actual schedule is progressing in comparison to the schedule in Exhibit A, RFMP Scope of Work; and
- A revised schedule, by task, if changed from latest schedule in Exhibit A, RFMP Scope of Work.

ANTICIPATED ACTIVITIES NEXT QUARTER OR MONTH

Provide a description of anticipated activities for the next quarterly or monthly reporting period.

PROGRESS REPORTS

The Project Completion Report shall generally use the following format. This format may be modified as necessary to effectively communicate information on the project contained in the RFMP Detailed Scope of Work and Tasks. The report should reflect the status of the entire project identified in the Agreement.

Executive Summary

Provide a brief summary of the completed project.

Report Status

- a. Describe work performed.
- b. Describe work performed
 - i) Tasks completed
 - ii) Milestones met
 - iii) Meetings held or attended
 - iv) Press release, etc.
 - v) Data delivered or information gained
- c. Discuss any issues or concerns that affected the schedule or budget

Cost Information

- a. Complete cost accounting of the project by Recipient and each subcontractor working on the project. Include hours per task worked on during the reporting period for above personnel.
- b. Discuss how the final expenditure compares to the Project Budget.

Schedule Information

- a. Provide a final project schedule showing actual progress versus planned progress from the schedule.

ELECTRONIC REPORT FORMATTING

Recipient agrees that work funded under this Agreement will be provided in an electronic format to State. Electronic submittal of final reports, plans, studies, data, and other work performed under this Agreement shall be as follows:

- Text preferably in MS WORD or text PDF format. The PDF file shall be searchable.
- Files named so that the public can determine their content. For example, file naming of reports must have the title and, if subdivided into smaller sized files, the chapter number/letter and names in the report Table of Content (TOC); files of maps, figures, and tables by number/letter as referenced in the TOC; well logs files with State required naming convention; and Appendix number/letter and named in the TOC.
- For projects involving a modeling component, Recipient shall provide the major input data files, parameters, calibration statistics, output files, and other information requested by State's Project Manager.
- State will retain all ownership of the digital data it has generated and any derivative works using the digital data as its source. The Recipient agrees to immediately notify State in writing of any and all defects, errors, inaccuracies or any other problems with the Data discovered during Data usage.
- Electronic copies of all finalized GIS data files, or non-GIS files containing spatial data (such as in Excel worksheets), in ArcGIS version 10.0, including but not limited to shapefiles (all components), geodatabases, coverages, grids, MXD's, etc. All data, subject to State review and approval, shall comply with all aspects of State FloodSAFE GIS Standards. Maps developed by the Recipient shall include a logo that will be provided by the State. Each data file shall include or be attached to metadata in compliance with the current State FloodSAFE GIS Standards. Metadata shall include detailed descriptions of: creation methods, analysis steps, spatial and attribute accuracies/completeness, complete data dictionaries, and any other relevant information that could affect interpretation of applicability of these data toward any potential purpose. All data shall be provided in NAD83/NAVD88 reference datums.
- All other physical or electronic components used to create any printed or electronic product, so that State obtains the capability to open and print any document, figure, plate, profile, table or graph included in this task order, and edit them as necessary. These include, but are not limited to: all GIS data files used to produce any map, regardless of the file origin; all finalized GIS document files such as, but not limited to, ESRI ArcMap Document (MXD) files and AutoCAD Drawing Exchange Format (DXF) files; style sheets for all symbology used in any GIS product; any linked or embedded tables, graphics or text that were included in any map layout, all in a form that permits editing; all CADD files, all image files.
- Electronic copies of all source data (including, but not limited to, GIS files) and significant intermediate processing step files used to generate final data files.

EXHIBIT E
GUIDELINES FOR RECIPIENTS & BORROWERS
UNDER DWR FINANCIAL ASSISTANCE PROGRAMS
DOCUMENTS REQUIRED FOR STATE AUDITS

The lists below detail the documents/records that State Auditors would need to review in the event of a grant, loan or directed funding being audited. Recipients and borrowers should ensure that such records are maintained for each funded project.

Internal Controls:

1. Organization chart (e.g. Agency's overall organization chart and organization chart for the grant, loan or directed funding Program/Project).
2. Written internal procedures and flowcharts for the following:
 - a. Receipts and deposits
 - b. Disbursements
 - c. State reimbursement requests
 - d. Grant, loan or directed funding expenditure tracking
 - e. Guidelines, policy, and procedures on grant, loan or directed funding Program/Project
3. Audit reports of the Agency internal control structure and/or financial statements within the last two years.
4. Prior audit reports on grant, loan or directed funding Program/Project.

Grants, Loans or Directed Funding:

1. Original grant, loan or directed funding agreement, any amendment(s) and budget modification documents.
2. A listing of all bond-funded grants, loans or directed funds received from the State.
3. A listing of all other funding sources for each Program/Project.

Contracts:

1. All subcontractor and consultant contracts and related or partners documents, if applicable.
2. Contracts between the Agency and member agencies as related to the grant, loan or direct funded Program/Project.

Invoices:

1. Invoices from vendors and subcontractors for expenditures submitted to the State for payments under the grant, loan or directed funds.
2. Documentation linking subcontractor invoices to State reimbursement, requests and related grant, loan or directed funds budget line items.
3. Reimbursement requests submitted to the State for the grant, loan or directed funds.

Cash Documents:

1. Receipts (copies of warrants) showing payments received from the State.
2. Deposit slips (or bank statements) showing deposit of the payments received from the State.
3. Cancelled checks or disbursement documents showing payments made to vendors, subcontractors, consultants, and/or agents under the grants, loans or directed funding.
4. Bank statements showing the deposit of the receipts.

Accounting Records:

1. Ledgers showing entries for or loan receipts and cash disbursements.
2. Ledgers showing receipts and cash disbursement entries of other funding sources.
3. Bridging documents that tie the general ledger to requests for grant, loan or directed funding reimbursement.

Administration Costs:

1. Supporting documents showing the calculation of administration costs.

Personnel:

1. List of all contractors and Agency staff that worked on the grant, loan or direct funded Program/Project.
2. Payroll records including timesheets for contractor staff and the Agency personnel who provided services charged to the program.

Project Files:

1. All supporting documentation maintained in the project files.
2. All grant, loan or directed funding related correspondence.

**EXHIBIT F
LOCAL AGENCY RESOLUTION**

RESOLUTION NO. 2019-6

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
THREE RIVERS LEVEE IMPROVEMENT AUTHORITY ("TRLIA")
AUTHORIZING APPLICATION FOR FUNDING FROM THE DEPARTMENT OF
WATER RESOURCES AND DESIGNATING A REPRESENTATIVE TO EXECUTE
THE AGREEMENT AND ANY AMENDMENTS THERETO, FOR THE REGIONAL
FLOOD MANAGEMENT PROGRAM**

WHEREAS, the Three Rivers Levee Improvement Authority is a California Local Public Agency with responsibility for flood management in the area protected by the facilities of the State Plan of Flood Control and is willing to participate in, coordinate, and collaborate with other interested parties in the Feather River Region that are participating in regional flood risk management; and

WHEREAS, the Three Rivers Levee Improvement Authority represents the interest of local flood management agencies and/or land use agencies in the region; and

WHEREAS, the Three Rivers Levee Improvement Authority acknowledges that it must submit a complete Funding Application Package, including scope of work, schedule, and budget for proposed regional flood risk management actions prior to the receipt of Regional Flood Management Program funds; and

WHEREAS, the Three Rivers Levee Improvement Authority acknowledges that proposed regional flood risk management actions shall be consistent with and support implementation of the 2017 CVFPP Update, all future updates of the CVFPP, and the Central Valley Flood Protection Board's Resolutions No. 2012-25 and 2017-10, the requirements and processes presented in the Regional Flood Management Program Guidelines, and the Regional Plans; and

WHEREAS, the Three Rivers Levee Improvement Authority intends to apply for Regional Flood Management Program funding from the California Department of Water Resources; and

WHEREAS, the Three Rivers Levee Improvement Authority is authorized to enter into an agreement with the California Department of Water Resources and the State of California;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Three Rivers Levee Improvement Authority as follows:

1. That pursuant and subject to all of the terms and provisions of Proposition 1E or General Fund, application by this Agency be made to the California Department of Water Resources to obtain funding for regional flood risk management activities for the Feather River Region.
2. The Three Rivers Levee Improvement Authority Executive Director, or designee is hereby authorized and directed to prepare the necessary data, make investigations, sign, and file such application with the California Department of Water Resources.
3. In the event that Regional Flood Management funds are awarded to the Three Rivers Levee Improvement Authority, the Executive Director, or designee is authorized to execute a Funding Agreement and take other such actions as necessary or appropriate to obtain the funding.

PASSED AND ADOPTED by the Board of Directors of the Three Rivers Levee Improvement Authority on the 20th day of August, 2019 by the following vote:

AYES: Directors Atwal, Brown, Ledbetter, Lofton, Vasquez
 NOES: None
 ABSTAIN: None
 ABSENT: None

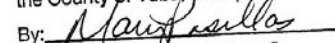
Attest:

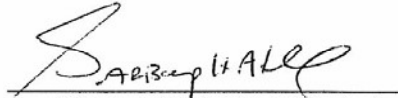

 Rachel Ferris

Clerk of the Board, TRLIA

The foregoing is a true and correct copy of the document on file in this office

ATTEST: RACHEL FERRIS
Clerk of the Board of Supervisors of the County of Yuba, State of California

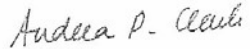
By: 
 Date: 08-24-2019


 (Signature of Chair, Board of Directors)

Sardeep Atwal, Chair

(Name and Title)

APPROVED AS TO FORM:



Andrea P. Clark
 General Counsel, TRLIA