

STANDARD AGREEMENT - AMENDMENT

STD 213A (Rev. 4/2020)

AGREEMENT NUMBER 4600010672	AMENDMENT NUMBER 2	Purchasing Authority Number
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CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 6 PAGES

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 (TRLIA)

2. The term of this Agreement is:

START DATE

July 1, 2014

THROUGH END DATE

September 30, 2024

3. The maximum amount of this Agreement after this Amendment is:

\$ 5,182,501.00 Five Million, One Hundred Eighty-Two Thousand, Five Hundred One Dollars and Zero Cents

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

Please see the attached Second Amendment to Agreement between the State of California Department of Water Resources and Three Rivers Levee Improvement Authority under the Proposition 1 E, 2012 Proposal Solicitation Package, Central Valley Flood System Conservation Framework and Strategy

Signatures appear on page 3 of 6 in Amendment 2

All other terms and conditions shall remain the same.

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

CONTRACTING AGENCY NAME

CONTRACTING AGENCY ADDRESS

CITY

STATE

ZIP

PRINTED NAME OF PERSON SIGNING

TITLE

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

Approved as to legal form and sufficiency:

Karen Jolson
for Asst. General Counsel, DWR

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)



AMENDMENT 2

STATE OF CALIFORNIA NATURAL RESOURCES AGENCY DEPARTMENT OF WATER RESOURCES

SECOND AMENDMENT TO AGREEMENT BETWEEN THE STATE OF CALIFORNIA DEPARTMENT OF WATER RESOURCES AND THREE RIVERS LEVEE IMPROVEMENT AUTHORITY UNDER THE PROPOSITION 1E, 2012 PROPOSAL SOLICITATION PACKAGE, CENTRAL VALLEY FLOOD SYSTEM CONSERVATION FRAMEWORK AND STRATEGY

On August 29, 2014, the State of California Department of Water Resources (hereinafter called the State) and the Three Rivers Levee Improvement Authority (hereinafter called the Grantee) entered into a funding agreement (Agreement) for the purpose of developing the TRLIA Feather River Floodway Corridor Restoration Project pursuant to Public Resources Code, Division 5, Chapter 1.699, Section 5096.821 et seq. (herein "Conservation Bank") in Yuba County.

The State and Grantee desire to amend the Agreement as amended by Amendment 1 by extending the schedule and issuing clarifying text within the scope of work and schedule. This Amendment is needed to provide the Grantee with the adequate time to complete the mitigation agreement (approval of the Bank Enabling Instrument, or BEI).

The Agreement is hereby amended by this instrument, Amendment 2, from Amendment 1, dated September 18, 2019. Amendment 2 will be effective when approved by the California Department of General Services. This Amendment is necessary to fulfill the intent and purpose of the original Agreement (dated August 29, 2014) and Amendment 1.

The State and the Grantee hereby agree as follows:

The original Agreement and Amendment 1, as amended by this instrument, Amendment 2, remains binding with the following modifications:

1. Section 2, delete "However, no funds may be requested after December 31, 2022."
2. Section 23, change Department of Water Resources project representative, and Project Manager, contact information to "Lori E. Clamurro-Chew, Program Manager I, Division of Multibenefit Initiatives, 715 P Street, 6th floor, Sacramento, CA 95814, (916) 820-8147, Lori.E.Clamurro-Chew@water.ca.gov"
3. Section 23, change Three Rivers Levee Improvement Authority project representative, and Project Manager, contact information to "Kyle Morgado, PE, Project Manager, 1114 Yuba Street #218, Marysville, CA 95901, (530) 632-7054, kmorgado@yubawater.org"
4. IN WITNESS WHEREOF – change State of California, Department of Water Resources (and all associated contact information) from Eric Nichol to "Steve Rothert, Division Manager, Division of Multibenefit Initiatives, 715 P Street, 8th floor, Sacramento, CA 95814" and in signature block replace "Eric Nichol, Chief (Acting), Division of Flood Management" with "Steve Rothert, Division Manager, Division of Multibenefit Initiatives."

5. IN WITNESS WHEREOF – change Three Rivers Levee Improvement Authority (and all associated contact information) from Paul Brunner to “Kevin Mallen, Executive Director, Three Rivers Levee Improvement Authority, 1114 Yuba Street #218, Marysville, CA 95901,” and in signature block replace “Paul Brunner, Executive Director” with “Kevin Mallen, Executive Director.”
6. In Table 3 of Exhibit E, Budget and Schedule, the following changes should be made under Task 3:
 - a) The timeline for Task 3a (Prepare and Submit BEI documents) should be extended from February 15, 2019 to September 30, 2023.
 - b) The timeline for Task 3b (Establish Advance Mitigation funding) should be changed from “February 15, 2019 through March 31, 2020” to “December 31, 2023 through June 30, 2024.”
 - c) “Approval of Bank Enabling Instrument (BEI)” should be changed from August 30, 2019 to December 31, 2023.
7. The Current Exhibit B, DGS Standard Conditions, is hereby replaced with the revised Exhibit B, attached.

All other terms and conditions of the Agreement, as amended, remain unchanged.

IN WITNESS WHEREOF, the following authorized representatives have executed this Amendment 2 as of the effective date of when approved by the California Department of General Services.


THREE RIVERS LEVEE IMPROVEMENT AUTHORITY

By: 

Kevin Mallen, Executive Director

Date: 11/21/2022


STATE OF CALIFORNIA, DEPARTMENT OF WATER RESOURCES

By: 

Steve Rothert, Division Manager, Division of Multibenefit Initiatives

Date: 12/5/2022

APPROVED AS TO LEGAL FORM AND SUFFICIENCY

By: 

Robin Brewer, Office of the General Counsel

Date: 12/2/2022

Attachments:
Exhibit B Revised DGS Standard Conditions

Exhibit B

DGS STANDARD CONDITIONS

1. **APPROVAL:** This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. **AMENDMENT:** No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. **ASSIGNMENT:** This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. **AUDIT:** Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. **INDEMNIFICATION:** Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. **DISPUTES:** Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. **TERMINATION FOR CAUSE:** The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.
8. **INDEPENDENT CONTRACTOR:** Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.
9. **RECYCLING CERTIFICATION:** The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).
10. **NON-DISCRIMINATION CLAUSE:** During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic

information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor 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. (See Cal. Code Regs., tit. 2, §11105.) Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.
12. TIMELINESS: Time is of the essence in this Agreement.
13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.
14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.
15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below. a. The Government Code Chapter on Antitrust claims contains the following definitions: 1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code. 2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550. b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552. c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553. d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured

thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that: a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.
18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.
19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS: a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.) b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)
20. LOSS LEADER: If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)