



RECLAMATION DISTRICT 900

Post Office Box 673

West Sacramento, CA 95691

PH: (916) 371-1483 • [email: admin@rd900.org](mailto:admin@rd900.org)

NOTICE OF REGULAR MEETING AND AGENDA RECLAMATION DISTRICT NO. 900

To be held via video conference, to submit comments in writing please email admin@rd900.org and write "Public Comment" in the subject line. Include the item number you wish to address along with your comments in the email. All comments received prior to the commencement of the meeting at 5:00pm will be provided to the Trustees and become part of the meeting records. If you need special assistance to participate in this meeting, please contact RD 900 at (916) 371-1483. Notification of at least 48 hours prior to the meeting will assist staff in assuring that reasonable arrangements can be made to provide accessibility to the meeting. Streaming of the Board Meeting is made available at <https://youtu.be/EnS--oeWwnU>.

I, Timothy, Secretary/ General Manager, declare under penalty of perjury that the foregoing agenda for the regular meeting to be held at 5:00 p.m. August 19, 2020 of the Board of Trustees of Reclamation District No. 900 was posted August 14, 2020 in the office of the City Clerk, 1110 West Capitol Ave, West Sacramento, CA as well as the office of Reclamation District No. 900, 1420 Merkley Ave Suite #4, West Sacramento, CA, and was available for public review. Pursuant to the Ralph M. Brown Act, comments from the public will be entertained on each agenda item. The agenda for that meeting is as follows:

Timothy Mallen, Secretary/ General Manager

AGENDA

1. Agenda Approval
2. Public Comment on items not on the Agenda
3. Consent Calendar
 - 3.1. Approval of minutes from the meeting of July 15, 2020
4. Consideration of Encroachment Permit for the Maverik Fuel Station Site at Enterprise Boulevard and Lake Road
5. Consideration of Encroachment Permit for the City of West Sacramento's Corp Yard on West Capitol Boulevard.
6. Consideration of Resolution 2020-08-01 to enter into a three-party Operations, Maintenance, Repair, Replacement, and Rehabilitation Agreement with WSAFCA and the State of California and to authorize the General Manager to Execute the agreement.
7. Consideration of Authorization to the General Manager to begin the bidding process for the periodic Urban Pipe Crossing Video Inspection of the District owned discharge pipes through levees with the provided documents from MHM Inc.
8. Consideration of Authorizing the General Manager to begin the bidding process for the 889 Drever Building Remodel with the provide documents from Comstock Johnston.
9. Informational Items
 - 9.1. General Manager's Report
 - 9.1.1. Administrative Operations
 - 9.1.2. District Operations

9.1.3. Improvement Projects

9.1.4. Agency Coordination

9.1.5. WSAFCA Updates

9.1.6. Development Project Coordination

9.2. Trustee Reports and Updates

10. Adjourn



RECLAMATION DISTRICT 900

Post Office Box 673

West Sacramento, CA 95691

PH: (916) 371-1483 • [email: admin@rd900.org](mailto:admin@rd900.org)

July 15, 2020

Online through Zoom Meeting

5:00 P.M.

MINUTES OF THE REGULAR MEETING OF THE BOARD OF TRUSTEES OF RECLAMATION DISTRICT NO. 900

The members of the Board of Trustees of Reclamation District No. 900 convened at the above time remotely through the use of Zoom Meeting. President Christopher Cabaldon called the meeting to order. Also in attendance were Trustees Beverly Sandeen, Chris Ledesma, and Martha Guerrero, and Quirina Orozco; Secretary/Manager Tim Mallen; Attorney Ralph Nevis, Greg Fabun, and Dustin Dumars.

1. Agenda Approval. President Cabaldon asked if there were any required changes to the agenda, none were cited and the agenda was accepted as presented.
2. Public Comment on items not on the Agenda. No comments were made.
3. Report out on Closed Session: Ralph Nevis reported that the Board took no reportable action on the Personnel matter.
4. Consent Calendar: With no further discussion requested by the Trustees on the consent items President Cabaldon asked for a motion to approve the minutes of the June 17th 2020 Board meeting, as well as the Revised contract with Marcus Bole as presented, Trustee Sandeen made the motion, Trustee Ledesma seconded the motion and it carried 5-0.
5. Consideration of Entering into Professional Services Agreement with Dustin Dumars for the 2020-2021 Fiscal Year to Provide Financial Support Services. Discussion of future contracting requirements for professional services. Manager Mallen explained that what is being brought forth is a one year contract with the understanding that beginning with the next fiscal year a formal proposal process will be used to secure these services. It was explained that this is necessary to keep the transition to the new accounting procedures more established, facilitate the RD 537 acquisition transition and also secure the separation of duties desired by both the Auditor and the Board. Trustee Orozco stated that she both participates in Rotary with Dustin and is a friend of his, President Cabaldon clarified that that would not be considered a conflict of interest in the matter. Trustee Ledesma stated he had been working with Manager Mallen on the financial protocols and added that he concurred with supporting this agreement for this year only to facilitate a smooth transition. Trustee Sandeen added she also spoke with Manager Mallen on this subject and concurs that this agreement makes sense and supports the one time contract, knowing

that in the future a proposal process will be in place. President Cabaldon asked for a motion to accept the contract as presented. Trustee Sandeen moved and Trustee Ledesma seconded the motion and it carried 5-0.

6. Informational Items.

6.1. General Manager's report. Manager Mallen presented the attached report. Additional discussion on specific items below.

6.1.4.2. Manager Mallen added that there had been mentioned that some bills may be cut due to the closedown but hopefully this turns out to be a non-issue. Trustee Guerrero clarified that it was only a rumor that some bills would be cut, some however may be considered at later dates.

6.1.4.4 Manager Mallen stated roughly 93% of excess funds to be transferred but that the exact dollar amount has not been established. Discussions have been made to make an initial partial transfer and then once an exact amount has been established, transfer the final amount.

6.1.6 Manager Mallen provided the additional update that the initial calculations would have taken up the majority of the pipe capacity, but that initial recalculations are showing less need. Also that the seepage volumes from the interceptor trench are unknown but that Greg Fabun was working with USACE to attain these volumes. He also stated that if a connection of the drainage to the RDs pipeline is going to be the path forward that the City will have to apply for an encroachment permit with the RD, but because awarding of the contract for the Corp Yard was happening this very evening they would have to ask after awarding a contract.

Manager Mallen also provided the update that the in process storm drainage master plan shows that the combined capacity of the Causeway and Racetrack pump stations was deficient in a 100 year event and that this is without the consideration of the seepage. He stated that his preference for a pump station to be upgraded is the Racetrack pump station because it is the oldest facility and that there have been discussions started with the USACE as to whether it could be part of the Levee improvement project due to the possible lack of previous consideration for seepage and the potential for more seepage to be introduced. Greg Fabun provided additional information on the discussions with the USACE and that all of these different considerations with the Corp Yard and the deficiency in drainage were only recently brought to light and were being worked through. Trustee Guerrero wanted to confirm that the only change in the contract for the Corp Yard is for the direction of drainage; Manager Mallen confirmed that and stated he had no concerns that solution could not be found, but that it still was being worked through which way drainage needs to go.

6.2. Trustee Reports and Updates. There was nothing further for the Trustees to report.

7. Adjourn. There being nothing further, President Cabaldon asked for a motion to adjourn. Trustee Ledesma moved and Trustee Sandeen seconded the motion and it carried 5-0.



Timothy Mallen, PE
General Manager/Secretary

APPLICATION

Name of Applicant: Maverik, Inc.

Mailing Address: 185 South State Street, Suite 800 Salt Lake City, UT 84111

Phone Number: (801) 335-3868

Email: Rick.Magness@maverik.com

Application is hereby made to the Trustees of Reclamation District No. 900 for permission to encroach on the District easement as follows:

(Describe fully work to be done, attach plans and drawings as necessary to describe encroachment) _____

Applicant is proposing to construct a 6,132 SF Maverik convenience store with a fueling canopy containing 12 multiple product dispensers, a high flow commercial court fueling canopy containing 8 multiple product dispensers, and its associated parking and landscaped areas.

While the top of existing bank along the northerly limits of "Lake Washington" follows along the existing boundary line, there is a Reclamation District No. 900 easement (81 Deed 456) extending into the southerly portion of the property. Refer to site plan Sheet C1 0 for details of encroachment and method of providing access to and along Lake Washington for maintenance.

Site improvements in the encroachment include curb, gutter, paving, concrete, retaining wall, underground storm system. Applicant also is proposing installation of new/upgraded rock stabilization along the Lake Washington.

The easement referred to above is located as follows: _____

Southerly portion of parcel (width varies) along the northerly limits of "Lake Washington"

Nearest cross streets Lake Road and Enterprise Road

We anticipate the work to start on or about October 2020 (date)

Respectfully submitted,

Rick Magness

185 South State Street, Suite 800 Salt Lake City, UT 84111

(address)

Date: August 13, 2020

To the Trustees of Reclamation District No. 900 the above application for encroachment permit is referred to you to for consideration,

Secretary, Reclamation District No. 900

Date: _____

PRELIMINARY
 NOT FOR CONSTRUCTION

COPYRIGHT
 ALL RIGHTS RESERVED
 NO PART OF THIS DOCUMENT MAY BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, WITHOUT PERMISSION IN WRITING FROM GALLOWAY CONSULTING ENGINEERS, INC.



MAVERIK, INC.
 WEST SACRAMENTO, CA
 ENTERPRISE BOULEVARD & LAKE ROAD

1. Date:	08/11/2014
2. Title:	STORMWATER TREATMENT
3. Project:	ENTERPRISE BOULEVARD & LAKE ROAD
4. Revision:	
5. Author:	
6. Checker:	
7. Approver:	
8. Date:	
9. Date:	
10. Date:	
11. Date:	
12. Date:	
13. Date:	
14. Date:	
15. Date:	
16. Date:	
17. Date:	
18. Date:	
19. Date:	
20. Date:	

Project No.	1400000000
Sheet No.	100
Scale	AS SHOWN
Date	08/11/2014
By	
Checked	
Approved	

C4.1

STORMWATER TABLES

NO.	DESCRIPTION	QTY	UNIT	PRICE	TOTAL	PERCENT
1-1	1" DIA. 10' LONG	100	EA	1.00	100.00	10.00
1-2	1" DIA. 10' LONG	100	EA	1.00	100.00	10.00
1-3	1" DIA. 10' LONG	100	EA	1.00	100.00	10.00
1-4	1" DIA. 10' LONG	100	EA	1.00	100.00	10.00
1-5	1" DIA. 10' LONG	100	EA	1.00	100.00	10.00
1-6	1" DIA. 10' LONG	100	EA	1.00	100.00	10.00
1-7	1" DIA. 10' LONG	100	EA	1.00	100.00	10.00
1-8	1" DIA. 10' LONG	100	EA	1.00	100.00	10.00
1-9	1" DIA. 10' LONG	100	EA	1.00	100.00	10.00
1-10	1" DIA. 10' LONG	100	EA	1.00	100.00	10.00
1-11	1" DIA. 10' LONG	100	EA	1.00	100.00	10.00
1-12	1" DIA. 10' LONG	100	EA	1.00	100.00	10.00
1-13	1" DIA. 10' LONG	100	EA	1.00	100.00	10.00
1-14	1" DIA. 10' LONG	100	EA	1.00	100.00	10.00
1-15	1" DIA. 10' LONG	100	EA	1.00	100.00	10.00
1-16	1" DIA. 10' LONG	100	EA	1.00	100.00	10.00
1-17	1" DIA. 10' LONG	100	EA	1.00	100.00	10.00
1-18	1" DIA. 10' LONG	100	EA	1.00	100.00	10.00
1-19	1" DIA. 10' LONG	100	EA	1.00	100.00	10.00
1-20	1" DIA. 10' LONG	100	EA	1.00	100.00	10.00

NO.	DESCRIPTION	QTY	UNIT	PRICE	TOTAL	PERCENT
2-1	2" DIA. 10' LONG	100	EA	2.00	200.00	20.00
2-2	2" DIA. 10' LONG	100	EA	2.00	200.00	20.00
2-3	2" DIA. 10' LONG	100	EA	2.00	200.00	20.00
2-4	2" DIA. 10' LONG	100	EA	2.00	200.00	20.00
2-5	2" DIA. 10' LONG	100	EA	2.00	200.00	20.00
2-6	2" DIA. 10' LONG	100	EA	2.00	200.00	20.00
2-7	2" DIA. 10' LONG	100	EA	2.00	200.00	20.00
2-8	2" DIA. 10' LONG	100	EA	2.00	200.00	20.00
2-9	2" DIA. 10' LONG	100	EA	2.00	200.00	20.00
2-10	2" DIA. 10' LONG	100	EA	2.00	200.00	20.00
2-11	2" DIA. 10' LONG	100	EA	2.00	200.00	20.00
2-12	2" DIA. 10' LONG	100	EA	2.00	200.00	20.00
2-13	2" DIA. 10' LONG	100	EA	2.00	200.00	20.00
2-14	2" DIA. 10' LONG	100	EA	2.00	200.00	20.00
2-15	2" DIA. 10' LONG	100	EA	2.00	200.00	20.00
2-16	2" DIA. 10' LONG	100	EA	2.00	200.00	20.00
2-17	2" DIA. 10' LONG	100	EA	2.00	200.00	20.00
2-18	2" DIA. 10' LONG	100	EA	2.00	200.00	20.00
2-19	2" DIA. 10' LONG	100	EA	2.00	200.00	20.00
2-20	2" DIA. 10' LONG	100	EA	2.00	200.00	20.00

NO.	DESCRIPTION	QTY	UNIT	PRICE	TOTAL	PERCENT
3-1	3" DIA. 10' LONG	100	EA	3.00	300.00	30.00
3-2	3" DIA. 10' LONG	100	EA	3.00	300.00	30.00
3-3	3" DIA. 10' LONG	100	EA	3.00	300.00	30.00
3-4	3" DIA. 10' LONG	100	EA	3.00	300.00	30.00
3-5	3" DIA. 10' LONG	100	EA	3.00	300.00	30.00
3-6	3" DIA. 10' LONG	100	EA	3.00	300.00	30.00
3-7	3" DIA. 10' LONG	100	EA	3.00	300.00	30.00
3-8	3" DIA. 10' LONG	100	EA	3.00	300.00	30.00
3-9	3" DIA. 10' LONG	100	EA	3.00	300.00	30.00
3-10	3" DIA. 10' LONG	100	EA	3.00	300.00	30.00
3-11	3" DIA. 10' LONG	100	EA	3.00	300.00	30.00
3-12	3" DIA. 10' LONG	100	EA	3.00	300.00	30.00
3-13	3" DIA. 10' LONG	100	EA	3.00	300.00	30.00
3-14	3" DIA. 10' LONG	100	EA	3.00	300.00	30.00
3-15	3" DIA. 10' LONG	100	EA	3.00	300.00	30.00
3-16	3" DIA. 10' LONG	100	EA	3.00	300.00	30.00
3-17	3" DIA. 10' LONG	100	EA	3.00	300.00	30.00
3-18	3" DIA. 10' LONG	100	EA	3.00	300.00	30.00
3-19	3" DIA. 10' LONG	100	EA	3.00	300.00	30.00
3-20	3" DIA. 10' LONG	100	EA	3.00	300.00	30.00

NO.	DESCRIPTION	QTY	UNIT	PRICE	TOTAL	PERCENT
4-1	4" DIA. 10' LONG	100	EA	4.00	400.00	40.00
4-2	4" DIA. 10' LONG	100	EA	4.00	400.00	40.00
4-3	4" DIA. 10' LONG	100	EA	4.00	400.00	40.00
4-4	4" DIA. 10' LONG	100	EA	4.00	400.00	40.00
4-5	4" DIA. 10' LONG	100	EA	4.00	400.00	40.00
4-6	4" DIA. 10' LONG	100	EA	4.00	400.00	40.00
4-7	4" DIA. 10' LONG	100	EA	4.00	400.00	40.00
4-8	4" DIA. 10' LONG	100	EA	4.00	400.00	40.00
4-9	4" DIA. 10' LONG	100	EA	4.00	400.00	40.00
4-10	4" DIA. 10' LONG	100	EA	4.00	400.00	40.00
4-11	4" DIA. 10' LONG	100	EA	4.00	400.00	40.00
4-12	4" DIA. 10' LONG	100	EA	4.00	400.00	40.00
4-13	4" DIA. 10' LONG	100	EA	4.00	400.00	40.00
4-14	4" DIA. 10' LONG	100	EA	4.00	400.00	40.00
4-15	4" DIA. 10' LONG	100	EA	4.00	400.00	40.00
4-16	4" DIA. 10' LONG	100	EA	4.00	400.00	40.00
4-17	4" DIA. 10' LONG	100	EA	4.00	400.00	40.00
4-18	4" DIA. 10' LONG	100	EA	4.00	400.00	40.00
4-19	4" DIA. 10' LONG	100	EA	4.00	400.00	40.00
4-20	4" DIA. 10' LONG	100	EA	4.00	400.00	40.00

NO.	DESCRIPTION	QTY	UNIT	PRICE	TOTAL	PERCENT
5-1	5" DIA. 10' LONG	100	EA	5.00	500.00	50.00
5-2	5" DIA. 10' LONG	100	EA	5.00	500.00	50.00
5-3	5" DIA. 10' LONG	100	EA	5.00	500.00	50.00
5-4	5" DIA. 10' LONG	100	EA	5.00	500.00	50.00
5-5	5" DIA. 10' LONG	100	EA	5.00	500.00	50.00
5-6	5" DIA. 10' LONG	100	EA	5.00	500.00	50.00
5-7	5" DIA. 10' LONG	100	EA	5.00	500.00	50.00
5-8	5" DIA. 10' LONG	100	EA	5.00	500.00	50.00
5-9	5" DIA. 10' LONG	100	EA	5.00	500.00	50.00
5-10	5" DIA. 10' LONG	100	EA	5.00	500.00	50.00
5-11	5" DIA. 10' LONG	100	EA	5.00	500.00	50.00
5-12	5" DIA. 10' LONG	100	EA	5.00	500.00	50.00
5-13	5" DIA. 10' LONG	100	EA	5.00	500.00	50.00
5-14	5" DIA. 10' LONG	100	EA	5.00	500.00	50.00
5-15	5" DIA. 10' LONG	100	EA	5.00	500.00	50.00
5-16	5" DIA. 10' LONG	100	EA	5.00	500.00	50.00
5-17	5" DIA. 10' LONG	100	EA	5.00	500.00	50.00
5-18	5" DIA. 10' LONG	100	EA	5.00	500.00	50.00
5-19	5" DIA. 10' LONG	100	EA	5.00	500.00	50.00
5-20	5" DIA. 10' LONG	100	EA	5.00	500.00	50.00

PERMIT # 2020-08-01

To Maverik Inc.

Permission is hereby granted to encroach upon an easement or right of way of Reclamation District No. 900, herein called District, in the following manner: To install improvements as shown in plans provided with the Application within the District right-of-way along Lake Washington at the project site location (SE corner of Enterprise Blvd and Lake Rd).

This permit is granted upon the following conditions which, by acceptance of this permit, permittee agrees to perform:

1. This permit shall be cancelled and void unless the work contemplated hereunder is initiated within one year from the date of issuance and diligently prosecuted to completion, written Notice will be given to the District at least three (3) days prior to commencement of the work above described. Notice shall be sent to Timothy Mallen at 1420 Merkley Ave Suite #4 West Sacramento CA, 95691.

2. The permittee shall indicate his acceptance of this permit and the terms and conditions thereof, by executing the form of acceptance on one copy of this permit and returning it to the District.

3. The permittee shall fully comply with each and every recommendation and requirement set forth above as well as in the report from the District's Engineer regarding the encroachment above described.

4. This permit does not grant a right to use or construct works on land owned by others.

5. This permit does not establish any precedent with respect to any other application received by the District.

6. To the fullest extent permitted by law, permittee shall indemnify, hold and save the District harmless of and from any liability which may be incurred through injury to person or damage to property arising out of or connected with the construction or installation of the encroachment above described, and from any such liability arising out of or in connected with the maintenance and operation of such encroachment, except where responsibility for maintenance thereof is accepted by the District in writing.

7. If the encroachment above described constitutes the replacement of an open ditch or canal of the District with a covered pipe or conduit, then the pipe or conduit so installed (shall) (shall not) become the property of the District.

8. The project site shall be restored to the condition that existed prior to commencement of work accepting improvements approved in this permit.

9. Permittee shall acquire no easement or property right in or to the property or right of way of the District by virtue of this permit and the District does not hereby relinquish any right or title therein.

10. Except as herein otherwise provided, all cost of maintenance, repair and replacement of the encroachment above described shall be borne by permittee. Permittee shall, whenever instructed by the District to do so, repair, replace or relocate such encroachment in the manner prescribed by the District whenever the District shall determine that such repair, replacement or relocation is required in the interest of the District. Any such repair, replacement or relocation ordered by the District which shall not have been performed by the permittee within thirty (30) days after written notice has been given by the District of such required repair, replacement or relocation, may be performed by the District, at permittee's expense and permittee shall promptly reimburse the District for such repair, replacement or relocation.

11. If the permitted encroachment causes physical damage to the District's facilities, real property, or improvements, or otherwise interferes with the District's ongoing maintenance and operation of its reclamation facilities, the permittee shall, whenever instructed by the District to do so, repair, replace or rectify in the manner prescribed by the District such damage or interference at the permittee's sole expense. Any such repair, replacement or other work ordered by the District which shall not have been performed by

PERMIT # 2020-08-01

the permittee within thirty (30) days after written notice has been given by the District of such required repair, replacement or other, may be performed by the District, at permittee's expense and permittee shall promptly reimburse the District for such repair, replacement or other work.

12. The District reserves the right of access to the portion of its easement and right of way above described for such maintenance, repairs or alterations of the District facilities or of the facilities described above as may be required for reclamation purposes. The District shall not be responsible for any damage done to surface improvements of permittee whether herein permitted or otherwise where necessary as part of the ordinary and necessary access to or exercise of its easement and right of way for reclamation purposes and need not replace any paving, concrete or other improvement required to be removed or disturbed in the process of such maintenance, repair or alteration. Permittee shall reimburse the District for any increased cost of such access occasioned by the improvements of permittee described herein.

13. Permittee may make no alteration or improvement of any portion of the District's easement and right of way not specifically herein permitted nor alter or remove any portion of the encroachment or improvement herein described without further permit from the District.

14. Permittee shall maintain in full force, at Permittee's own expense, a policy of comprehensive liability insurance, including property damage, which will insure Permittee and the District against liability for injury to persons, damage to property, and death of any person arising out of or connected with the construction, installation, maintenance, or operation of the permitted encroachment. The insurance shall not be less than one million dollars (\$1,000,000.00) for any one person injured or killed, not less than one million dollars (\$1,000,000.00) for any one incident, and not less than one million dollars (\$1,000,000.00) for property damage. Permittee shall provide the District with a copy of the policy together with an endorsement that states that the policy will not be cancelled except after ten (10) days' notice in writing to the District.

15. Upon Failure of permittee to conform to any of the covenants and conditions herein specified this permit shall, at the option of the District, cease and terminate and the District may remove encroachment or improvement above described together with any appurtenances thereto located with the easement and right of way of the District and permittee shall promptly pay to the District all costs and expenses incurred in such removal.

16. If the project or any portion thereof, is to be abandoned in the future, the permittee or successor shall abandon the project under direction of the District, at the permittee's or successor's cost and expense.

17. Upon completion of the project, the permittee shall submit as-built plans to: Reclamation District 900, 1420 Merkley Ave Suite #4, West Sacramento CA, 95691, or such other address as the Reclamation District shall designate in writing to the permittee.

18. See attached Special conditions if box checked.

Dated: _____, 20____

Reclamation District No. 900

By: _____

ACCEPTANCE

Permittee hereby accepts the above permit and agrees to comply with all of the requirements thereof.

Dated: _____, 20____

APPLICATION

Name of Applicant: City of West Sacramento, Corporation Yard Project Phase One, Project Manager James Strand

Mailing Address: 1110 West Capitol Avenue, West Sacramento, CA 95691

Phone Number: 916.477.7254

Email: jstrand@cityofwestsacramento.org

Application is hereby made to the Trustees of Reclamation District No. 900 for permission to encroach on the District easement as follows:
(Describe fully work to be done, attach plans and drawings as necessary to describe encroachment)

As Applicant, The Corp Yard Project respectfully proposes to the RD 900 Trustees to formalize storm water drainage connection from the Corp Yard Project to the existing 36 inch diameter RD 900 storm water pipe which runs along the Northern edge of the Corp Yard Project Site property easement. The Corp Yard Project Applicant submitted this proposed design for review in 2019 (Attachment #1) to the City of West Sacramento Community Development Department and the Flood Division for review showing two proposed 18 inch diameter storm water drainage pipe connections from the Corp Yard to the 36 inch diameter RD 900 storm water pipe. Comment received from the Flood Division in July 2020 urgently asked the Corp Yard Project to consider storm water mitigation strategies in light of new calculations generated from the Flood Division's concurrent YBEL project, which in partnership with the Army Corps of Engineers currently at 65% design, revealed that they intend to introduce their own additional flows into the same 36" diameter RD 900 pipe that the Corp Yard Project proposes to connect to.

The Corp Yard Project team, along with consultant civil engineering firm BkF, worked diligently to support analysis requested by the Flood Division and RD 900, providing two Options (Attachments #2 & #3) which mitigate, formalize and benefit the existing in-formal storm water run off from the Corp Yard Site Property into the 36 inch diameter RD 900 storm water pipe, which has been documented to carry with it silt and debris at unpredictable flow rates which obstruct and reduce the performance of the RD 900 pipe in question.

Subsequent analysis of these options by the Corp Yard Project team, staff from the Flood Division, RD 900 as well as the Development Engineering Division of the Community Development Department, agreed that Option #2 would protect the levee during a catastrophic flood event occurring on the Corp Yard Site.

Furthermore, consensus from all groups indicate that district storm water management, larger than the scope Corp Yard Project, should be assessed for needed improvements at the district level, to ensure flooding is mitigated for the Corp Yard Site as well as adjacent properties.

As Applicant, The Corp Yard Project recommends the RD 900 trustees approve Option #2, a design which is complete and ready for implementation with minimal changes to the Corp Yard Project plans. Option #2 will diffuse storm water discharge rates North and South, providing mitigation for debris and silt build up from Corp Yard Project site storm water runoff into the 36 inch diameter RD 900 storm water pipe, provide consistent and measurable flow rates for flood mitigation model optimization, and includes control valves to isolate flooding on the Corp Yard to protect the levee in the extreme event of catastrophic flooding.

The easement referred to above is located as follows: North of the Corp Yard Project Site Property at 4300-4350 West Capitol Ave, along the levee.

Nearest cross streets West Capitol Ave and Northpoint Dr

We anticipate the work to start on or about 9/1/2020 (date)

Respectfully submitted,

James Strand

City of West Sacramento
1110 West Capitol Avenue, West Sacramento, CA 95691

(address)

Date: 8/19/2020

To the Trustees of Reclamation District No. 900 the above application for encroachment permit is referred to you to for consideration,

Secretary, Reclamation District No. 900

Date: _____

{01071728}

Reclamation District No. 900

Project: Yolo Bypass East Levee Project**Date:** 08/10/20 **Job No.:** 613**Subject:** Evaluation of Segment AD Landside Drainage**To:** Greg Fabun, WSAFCA

At the request of the West Sacramento Flood Control Agency, MGE has completed a review and analysis of the Segment AD landside drainage. This memorandum supplements the previous review of the West Sacramento City Corporation Yard Drainage and is intended to clarify existing and proposed demands on the existing drainage system. Supporting figures are attached.

Existing System Description

The existing levee segment AD drainage system consists of a 30" perforated high-density polyethylene (HDPE) pipe subdrain at the levee toe (constructed by USACE in 2012) joining a 36" reinforced concrete pipe (RCP) draining to the Racetrack pump station. The 30" HDPE is embedded in a gravel drainage section approximately 2,050 feet in length along the toe of the levee, joining the 36" RCP at a manhole, which is located adjacent to the southwest corner of the Corporation Yard site. The 36" RCP conveys flow from the 30" HDPE over approximately 1,000 feet before joining a 48" RCP that outfalls to the pump station. Additionally, the 36" RCP collects levee runoff from three drop inlets over the 1,000 feet of length. The existing 30" HDPE has a capacity of approximately 31.9 cfs sloped at 0.31%. The existing 36" RCP has a capacity of approximately 35.1 cfs sloped at 0.27%.

It has been noted by Reclamation District 900 staff that the 48" RCP outfall at the pump station wet well is not visible during winter months and is fully submerged when the pumps are not running. It was also noted that the pipe soffit is barely visible after the automated pump has shut down. Based on these observations, the attached hydraulic grade line profile has been drawn to determine backwater at the 30" HDPE to 36" RCP manhole. As shown in the profile, the 36" RCP is half full in typical winter conditions, without any seepage or overland runoff being conveyed.

Existing Condition Flows

Analysis of the expected 100-year event flow has been completed. Exhibits are attached. As-built plans, field measurements, and observations were used to determine the capacity and current conditions of the drainage system. Results from a Yolo Bypass flood stage seepage analysis were used to determine a flow rate of 8.1 cubic feet per second (cfs) into the 30" perforated pipe. This rate is derived based on a seepage rate of 57 feet/day through an average 6-foot drainage section over 2,050 feet of pipe.

Area contributing to overland runoff was restricted to the landside levee embankment and drainage section over the 2,050-foot length of 30" HDPE. Runoff was determined to be 14.5 cfs. It is assumed that all runoff infiltrates the drainage material section and enters the 30" HDPE pipe. Combined seepage and peak runoff flow in the 30" HDPE pipe delivered to the 36" RCP was determined to be 22.6 cfs.

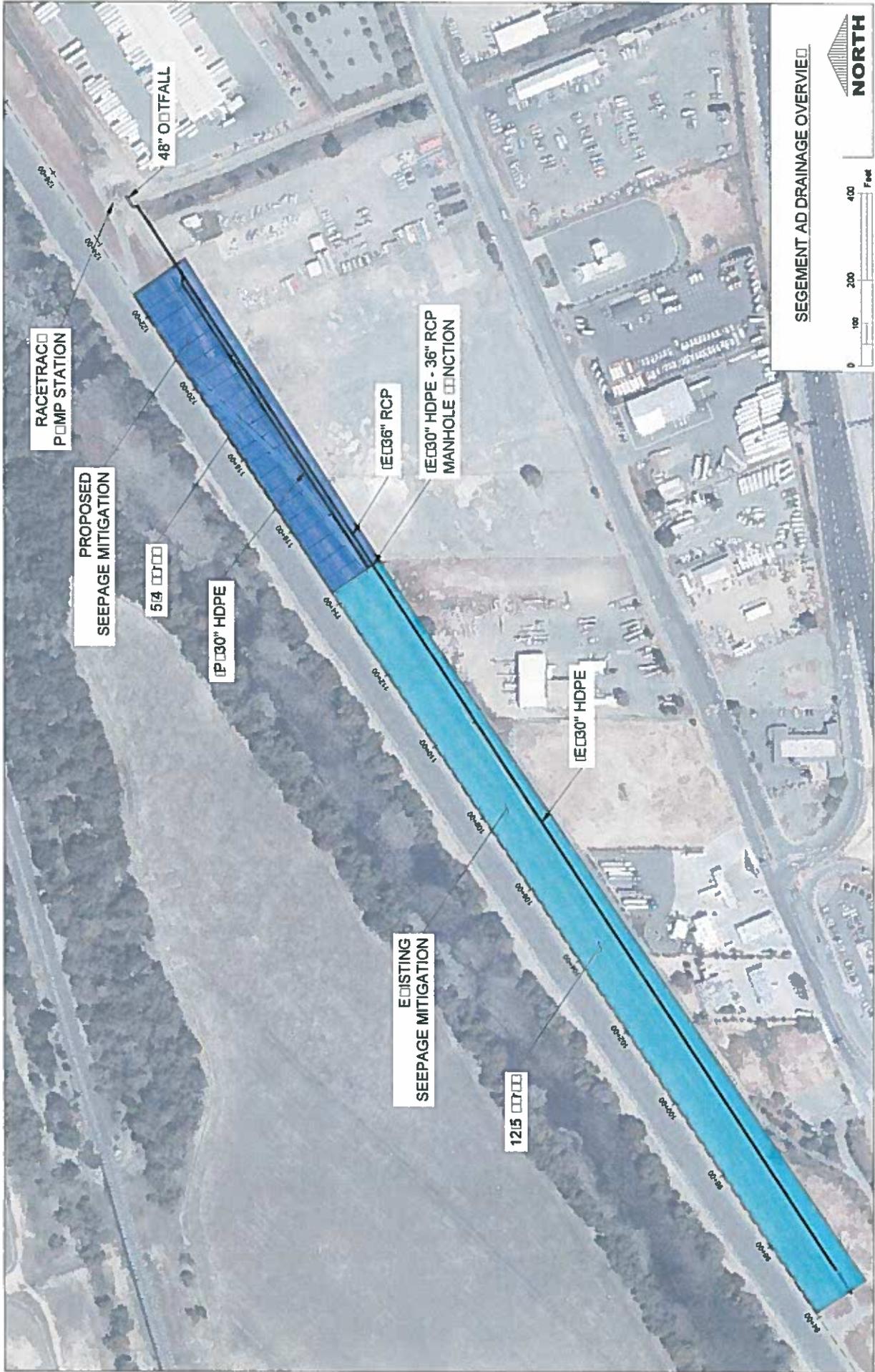
Similarly, the area contributing to overland runoff collected by the three drop inlets on the 36" RCP was restricted to the landside levee embankment and area near the levee toe over an 800-foot length. Area outside the vicinity of the toe was excluded based on review of existing slopes and observation of ponding on the adjacent sites. Peak runoff over the 800-foot length was determined to be 7.9 cfs. Flow from the 30" HDPE pipe combined with peak runoff flow into the 36" RCP was determined to be 30.5 cfs.

Proposed Condition Flows

There is some indication that the levee toe is not properly draining due to the lack of seepage mitigation between the location of the 30" HDPE and 36" RCP junction and the Racetrack pump station. The construction of an additional 800-foot length of 30" HDPE perforated pipe has been proposed with the Yolo Bypass East Levee project to alleviate this seepage and prevent potential levee slump. Collection of this seepage would add an additional 3.2 cfs of flow to the 36" RCP, raising total flow in the pipe to 33.7 cfs, very near its 35.1 cfs capacity. This condition would offer no factor of safety.

Summary

The conclusions herein have been drawn based on a hydraulically static condition. A more thorough dynamic analysis is necessary in order to develop an appropriate view of the operation of the pump station and the levee toe drainage system. Of greater concern than flow capacity of the existing pipes is the lack of positive drainage from the existing and proposed underdrain seepage system into the pump station. Ponding adjacent to the levee toe at the terminus of the 30" HDPE perforated pipe indicates that the backwater condition is likely preventing drainage. Alleviating this issue would require some, if not complete, renovation of the Racetrack pump station. During this investigation, it was also noted that the Racetrack pump station operates without a backup power solution in place with two 62-year old pumps; one manual and one automated on a float that is coordinated to the Causeway pump station. A system level simulation of the operation of the internal drainage system including these pumps is in order to ascertain vulnerabilities in the event of a major flood event.



SEGEMENT AD DRAINAGE OVERVIEW

NORTH

0 100 200 400 Feet

RACETRAC
PUMP STATION

PROPOSED
SEEPAGE MITIGATION

514

130" HDPE

66" RCP

30" HDPE - 36" RCP
MANHOLE CONNECTION

30" HDPE

EXISTING
SEEPAGE MITIGATION

1215

48" OUTFALL

Hazen-Williams for Pipe Flow Capacity

36" RCP

k	1.318	
C	110.0	
D	3.0	ft
R	0.75	ft
S	0.27	%
V	4.96	ft/s
A	7.07	ft ²
Q	35.1	ft ³ /s

30" HDPE

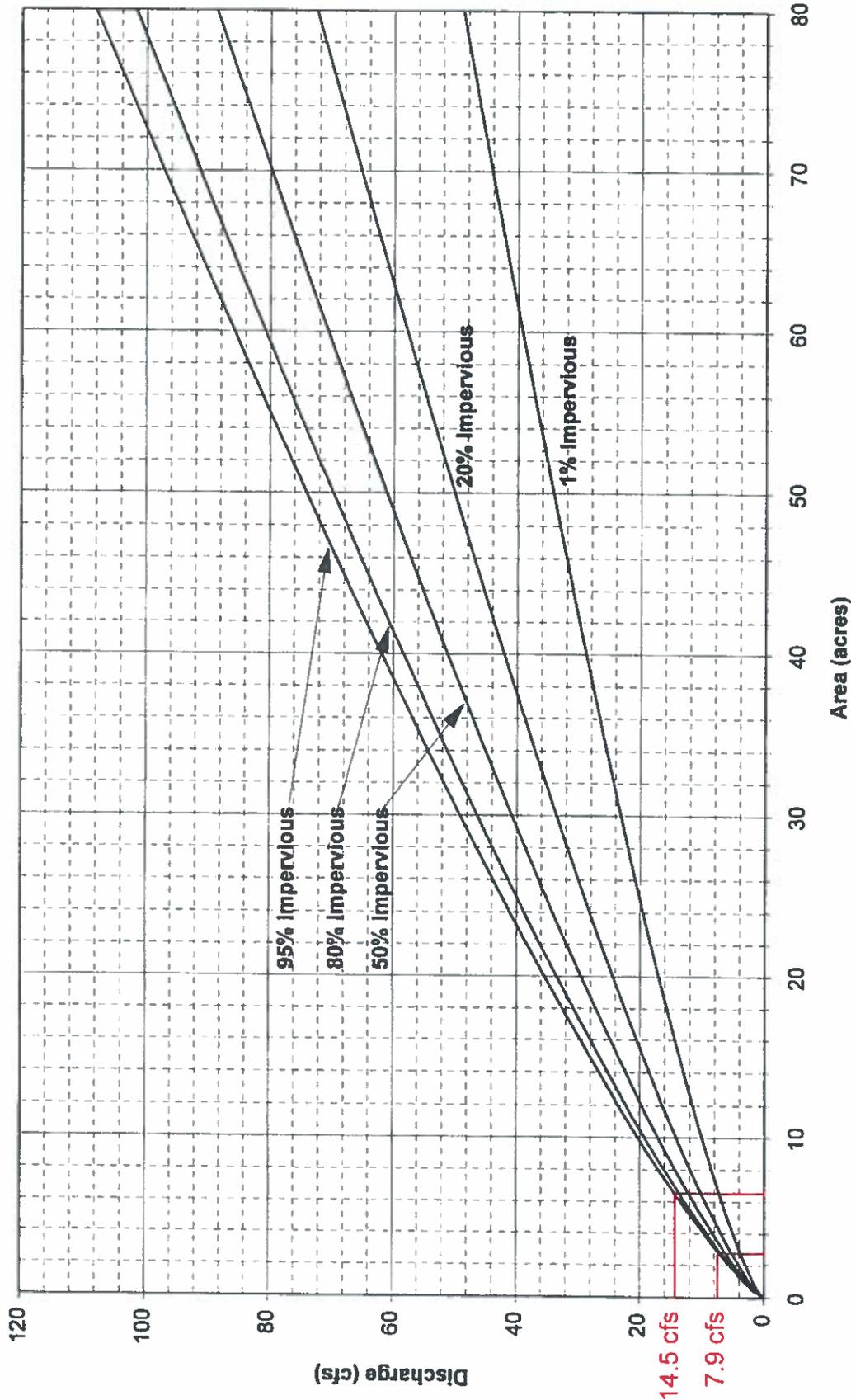
k	1.318	
C	150.0	
D	2.5	ft
R	0.63	ft
S	0.31	%
V	6.50	ft/s
A	4.91	ft ²
Q	31.9	ft ³ /s

Existing Subdrain

Rate of seepage at toe	57	<i>feet/day</i>
Flow area	12300	<i>square feet</i>
Seepage Flow	701100	<i>cubic feet/day</i>
Seepage Flow	8.1	<i>cubic feet per second</i>

Proposed Subdrain

Rate of seepage at toe	57	<i>feet/day</i>
Flow area	4800	<i>square feet</i>
Seepage Flow	273600	<i>cubic feet/day</i>
Seepage Flow	3.2	<i>cubic feet per second</i>



Note: Refer to accompanying disk for assumptions made in deriving this figure.

100-Year Peak Flow Sacramento Method Rainfall Zone 2, <80 Acres

Date December 1996

Figure 2-20

PERMIT # 2020-08-02

To City of West Sacramento Corporation Yard Project Phase One, Project Manager James Strand

Permission is hereby granted to encroach upon an easement or right of way of Reclamation District No. 900, herein called District, in the following manner: To allow for the installation of two 18" storm drain pipes with positive closure devices within the District's right-of-way at the back side of the Cities property located at 4300 West Capitol Avenue and allow for the connection of the two 18" storm drain pipes to existing manholes as shown in the provided plans.

This permit is granted upon the following conditions which, by acceptance of this permit, permittee agrees to perform:

1. This permit shall be cancelled and void unless the work contemplated hereunder is initiated within one year from the date of issuance and diligently prosecuted to completion, written Notice will be given to the District at least three (3) days prior to commencement of the work above described. Notice shall be sent to Timothy Mallen at 1420 Merkley Ave Suite #4 West Sacramento CA, 95691.
2. The permittee shall indicate his acceptance of this permit and the terms and conditions thereof, by executing the form of acceptance on one copy of this permit and returning it to the District.
3. The permittee shall fully comply with each and every recommendation and requirement set forth above as well as in the report from the District's Engineer regarding the encroachment above described.
4. This permit does not grant a right to use or construct works on land owned by others.
5. This permit does not establish any precedent with respect to any other application received by the District.
6. To the fullest extent permitted by law, permittee shall indemnify, hold and save the District harmless of and from any liability which may be incurred through injury to person or damage to property arising out of or connected with the construction or installation of the encroachment above described, and from any such liability arising out of or in connected with the maintenance and operation of such encroachment, except where responsibility for maintenance thereof is accepted by the District in writing.
7. If the encroachment above described constitutes the replacement of an open ditch or canal of the District with a covered pipe or conduit, then the pipe or conduit so installed (shall) (shall not) become the property of the District.
8. The project site shall be restored to the condition that existed prior to commencement of work accepting improvements approved in this permit.
9. Permittee shall acquire no easement or property right in or to the property or right of way of the District by virtue of this permit and the District does not hereby relinquish any right or title therein.
10. Except as herein otherwise provided, all cost of maintenance, repair and replacement of the encroachment above described shall be borne by permittee. Permittee shall, whenever instructed by the District to do so, repair, replace or relocate such encroachment in the manner prescribed by the District whenever the District shall determine that such repair, replacement or relocation is required in the interest of the District. Any such repair, replacement or relocation ordered by the District which shall not have been performed by the permittee within thirty (30) days after written notice has been given by the District of such required repair, replacement or relocation, may be performed by the District, at permittee's expense and permittee shall promptly reimburse the District for such repair, replacement or relocation.
11. If the permitted encroachment causes physical damage to the District's facilities, real property, or improvements, or otherwise interferes with the District's ongoing maintenance and operation of its reclamation facilities, the permittee shall, whenever instructed by the District to do so, repair, replace or rectify in the manner prescribed by the District such damage or interference at the permittee's sole expense.

PERMIT # 2020-08-02

Any such repair, replacement or other work ordered by the District which shall not have been performed by the permittee within thirty (30) days after written notice has been given by the District of such required repair, replacement or other, may be performed by the District, at permittee's expense and permittee shall promptly reimburse the District for such repair, replacement or other work.

12. The District reserves the right of access to the portion of its easement and right of way above described for such maintenance, repairs or alterations of the District facilities or of the facilities described above as may be required for reclamation purposes. The District shall not be responsible for any damage done to surface improvements of permittee whether herein permitted or otherwise where necessary as part of the ordinary and necessary access to or exercise of its easement and right of way for reclamation purposes and need not replace any paving, concrete or other improvement required to be removed or disturbed in the process of such maintenance, repair or alteration. Permittee shall reimburse the District for any increased cost of such access occasioned by the improvements of permittee described herein.

13. Permittee may make no alteration or improvement of any portion of the District's easement and right of way not specifically herein permitted nor alter or remove any portion of the encroachment or improvement herein described without further permit from the District.

14. Permittee shall maintain in full force, at Permittee's own expense, a policy of comprehensive liability insurance, including property damage, which will insure Permittee and the District against liability for injury to persons, damage to property, and death of any person arising out of or connected with the construction, installation, maintenance, or operation of the permitted encroachment. The insurance shall not be less than one million dollars (\$1,000,000.00) for any one person injured or killed, not less than one million dollars (\$1,000,000.00) for any one incident, and not less than one million dollars (\$1,000,000.00) for property damage. Permittee shall provide the District with a copy of the policy together with an endorsement that states that the policy will not be cancelled except after ten (10) days' notice in writing to the District.

15. Upon Failure of permittee to conform to any of the covenants and conditions herein specified this permit shall, at the option of the District, cease and terminate and the District may remove encroachment or improvement above described together with any appurtenances thereto located with the easement and right of way of the District and permittee shall promptly pay to the District all costs and expenses incurred in such removal.

16. If the project or any portion thereof, is to be abandoned in the future, the permittee or successor shall abandon the project under direction of the District, at the permittee's or successor's cost and expense.

17. Upon completion of the project, the permittee shall submit as-built plans to: Reclamation District 900, 1420 Merkley Ave Suite #4, West Sacramento CA, 95691, or such other address as the Reclamation District shall designate in writing to the permittee.

18. See attached Special conditions if box checked.

Dated: _____, 20____

Reclamation District No. 900

By: _____

ACCEPTANCE

Permittee hereby accepts the above permit and agrees to comply with all of the requirements thereof.

Dated: _____, 20____

PERMIT # 2020-08-02

19. Permittee shall install positive closure devices ("Closure Devices") in both pipes that discharge directly to District facilities at the project limits and shall coordinate final location of the Closure Devices with a District representative. Operation of the Closure Devices, including for purposes of flood protection operations, shall be within the sole discretion of the District. The District may open or close the Closure Devices as necessary to fulfill the District's obligations and operational purposes. Permittee shall hold the District harmless for any damages or losses incurred by the Permittee, or third parties, arising from the District's operation of the Closure Devices. Upon written request of Permittee, this Permit condition Number _ may be terminated by the District to the extent the District, in its sole discretion, determines that the Closure Devices are no longer necessary or are removed.

RESOLUTION NO. 2020-08-01

A RESOLUTION OF RECLAMATION DISTRICT NO. 900 AUTHORIZING THE GENERAL MANAGER TO ENTER INTO AN OPERATION, MAINTENANCE, REPAIR, REPLACEMENT, AND REHABILITATION AGREEMENT WITH STATE OF CALIFORNIA ACTING THROUGH THE CENTRAL VALLEY FLOOD PROTECTION BOARD

WHEREAS, the Southport Levee Improvement Project (“SLIP”) is part of the West Sacramento Levee Improvement Program, which in turn is a part of the Sacramento Metro Area Flood Control Project that was authorized by Congress in Section 101(4) of the Water Resources Development Act of 1992, the Energy and Water Development Appropriations Act of 1999 and the Water Infrastructure Improvements for the Nation Act of 2016, and is a part of the Sacramento River Flood Control Project, which was authorized by Congress on March 1, 1917, and amended on May 16, 1928, August 26, 1937, August 18, 1941, August 17, 1954, and July 16, 1960; and

WHEREAS, the voters of California approved Propositions 1E and 84 on November 7, 2006, making bond funds available for flood control work and other purposes; and

WHEREAS, the State acting through the Department of Water Resources (“DWR”) provides funding for these purposes through the Early Implementation and Urban Flood Risk Reduction Programs (“Programs”); and

WHEREAS, WSAFCA entered into funding agreements under the Programs to design and construct the SLIP; and

WHEREAS, the funding agreements provide that WSAFCA, as the funding recipient, shall be responsible for operation, maintenance, repair, replacement, and rehabilitation (“OMRR&R”) of the Southport Project; and

WHEREAS, Reclamation District 900 (“District”), as the Local Maintaining Agency (“LMA”), may agree with WSAFCA that the District shall assume responsibility for OMRR&R of the SLIP provided that WSAFCA shall assume responsibility should the LMA fail to provide OMRR&R of the SLIP; and

WHEREAS, The State of California acting through the Central Valley Flood Protection Board shall oversee OMRR&R of the SLIP and is party to the Operations, Maintenance, Repair, Replacement, and Rehabilitation Agreement (“Agreement”); and

WHEREAS, the terms and obligations of the Agreement have been reviewed by the parties.

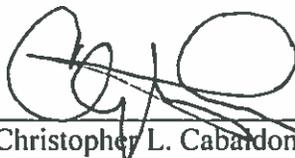
NOW, THEREFORE, BE IT RESOLVED by Board of Trustees of Reclamation District No. 900, that pursuant and subject to all of the terms and provisions of the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of

2006, and the Disaster Preparedness and Flood Prevention Bond Act of 2006, that funds awarded to the West Sacramento Area Flood Control Agency ("Funding Recipient") by the California Department of Water Resources for a State-Federal Flood Control System Modification Program project titled Southport Levee Improvement Project have been accepted, and as a condition of accepting these funds the Funding Recipient committed to signing and/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. 900 to assume responsibility for operation, maintenance, repair, replacement, and rehabilitation of the Southport Levee Improvement Project.

BE IT FURTHER RESOLVED, the General Manager of Reclamation District No. 900 is hereby authorized and directed to sign an operation, maintenance, repair, replacement and rehabilitation agreement with the Central Valley Flood Protection Board, or successor thereto.

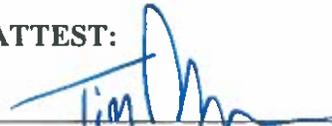
PASSED AND ADOPTED by the Board of Trustees of Reclamation District No. 900 this 19th day of August, 2020, by the following vote:

AYES: 3
NOES: 0
ABSENT: 2



Christopher L. Cabardon, President

ATTEST:



Timothy Mallen, Secretary/General Manager

APPROVED AS TO FORM:



Ralph R. Nevis, RD 900 Attorney

**OPERATION, MAINTENANCE, REPAIR, REPLACEMENT, AND
REHABILITATION AGREEMENT BETWEEN
The Central Valley Flood Protection Board
AND
Reclamation District No. 900
AND
the West Sacramento Area Flood Control Agency
FOR
The Southport Levee Improvement 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, or any successor thereto, ("Board"), Reclamation District No. 900 ("Local Maintaining Agency"), and, for the limited purpose of Section I.A.3. and 4., hereof, the West Sacramento Area Flood Control Agency ("Funding Recipient") on this _____ day of _____, 2020 in view of the following circumstances:

1. The Southport Levee Improvement Project ("Southport Project") is part of the West Sacramento Levee Improvement Program, which in turn is a part of the Sacramento Metro Area Flood Control Project that was authorized by Congress in Section 101(4) of the Water Resources Development Act of 1992, the Energy and Water Development Appropriations Act of 1999 and the Water Infrastructure Improvements for the Nation Act of 2016, and is a part of the Sacramento River Flood Control Project, which was authorized by Congress on March 1, 1917, and amended on May 16, 1928, August 26, 1937, August 18, 1941, August 17, 1954, and July 16, 1960. The Southport Project is being funded in part under the Early Implementation Program (EIP) guidelines, with the balance of such Southport Project to be undertaken under the Department of Water Resources' ("Department") Urban Flood Risk Reduction ("UFRR") guidelines.
2. State funding has become available for the EIP and 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 EIP funding and has solicited 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 Southport Project.
 - The Funding Agreements provide that the Funding Recipient shall be responsible for construction, operation, maintenance, repair, replacement, and rehabilitation ("OMRR&R") of the Southport Project. Under this OMRR&R Agreement the Board will oversee OMRR&R for the Southport 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 it shall assume responsibility for OMRR&R of the Southport Project, provided that the Funding Recipient shall 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 assume responsibility for OMRR&R if for any reason the Local Maintaining Agency fails to perform under this OMRR&R Agreement.
3. It is not expected that the Federal Government will provide funding for the EIP and 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 Southport Project.
 4. The Local Maintaining Agency agrees that it already has responsibility for OMRR&R for existing portions of the project (as hereinafter defined and as depicted on the plat attached hereto as Figure 1) 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 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 Southport Project, and Funding Recipient 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 construction of the Southport Project.
 6. The Board and the Local Maintaining Agency have agreed that this OMRR&R Agreement will set forth not only their agreement with respect to OMRR&R for the Southport Project, but also for work funded under prior and future funding agreements related to The West Sacramento Levee Improvement Program, save and except for portions operated and maintained by State Maintenance Area 4, on land and rights-of-way that have been or will ultimately be transferred to the Sacramento and San Joaquin Drainage District, acting by and through the Board and for portions operated and maintained by Reclamation District No. 537, and all of the federally and State authorized flood facilities related to the project that are within the Local Maintaining Agency's boundaries.

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 West Sacramento Area Flood Control Agency for The West Sacramento Levee Improvement Program dated October 19, 2009, Agreement Number 4600008653 and June 23, 2011, Agreement Number 4600009394.

"Funding Recipient:" The West Sacramento Area Flood Control Agency, 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 900 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 Southport 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, West Sacramento Area Flood Control Agency, and Reclamation District No. 900, 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:" All of 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.

“Project Site:” The location of the Southport Project.

“Southport Project:” The flood risk reduction project features of such Southport Project as described in the Overall Work Plan described in the Funding Agreement, as amended.

“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, and, in part, as provided in Subsection 3 and 4, below, the Funding Recipient agree to the following:

1. To perform OMRR&R for the Project, 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 duties of the Local Maintaining Agency to perform OMRR&R for State Plan of Flood Control 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, including their attorneys as well as 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 construction and performance of OMRR&R under this Agreement.
3. 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, including their attorneys as well as 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 construction of the Southport Project, and to assume responsibility for OMRR&R if for any reason the Local Maintaining Agency fails to perform under this Agreement.
4. The Funding Recipient agrees to cause OMRR&R to be performed on all mitigation features of the Project in accordance with environmental permits, environmental impact reports, and applicable regulations and directions.

B. Specific Obligations to Operate, Maintain, Repair, Replace, and Rehabilitate

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 West Sacramento Levee Improvement Program. The Standard Operation and Maintenance Manual for the Southport 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. 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. 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 law, 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.

C. Additional Obligations:

1. The Local Maintaining Agency shall annually review and, if appropriate or requested by the State, update the safety plan for the Southport Project prepared pursuant to the relevant Funding Agreements 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.
2. No later than September 30th of each year, the Local Maintaining Agency shall provide an annual Post Construction Performance Report to the Department. It is agreed that the report provided pursuant to Water Code section 9140 will serve that purpose.
 - (a) 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.
 - (b) The Department in its sole determination may modify the reporting requirements as needed to ensure that it has adequate information with which to perform its responsibilities.
3. Upon request, the Funding Recipient will provide the State with copies of Project Completion Reports prepared pursuant to the Funding Agreement.
 - (a) No later than September 30th 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) The Board in its sole determination may modify the reporting requirements as needed to ensure that it has adequate information with which to perform its responsibilities.

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.
- E. 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, its representatives, officers, directors, employees, including its attorneys, as well as their successors and assigns, harmless from any response or cleanup costs for which the State, its representatives, officers, directors, employees, including its 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.
- F. 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 the Local Maintaining Agency fails to fulfill its obligations under this Agreement, the State may perform such obligations and bill the 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. The 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 No. 900
 ATTN: General Manager
 1420 Merkley Avenue, Suite 4
 West Sacramento, CA 95691

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:
West Sacramento Area Flood Control Agency
ATTN: General Manager
1110 West Capitol Avenue
West Sacramento, CA 95691

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. 900

By _____
Leslie M. Gallagher,
Executive Officer

By _____
Tim Mallen,
General Manager

Date: _____

Date: _____

Approved as to Legal Form
and Sufficiency:

Approved as to Legal Form
and Sufficiency:

Kanwarjit Dua,
Board Counsel

Ralph R. Nevis.,
General Counsel

West Sacramento Area Flood Control Agency

By _____
Greg Fabun,
General Manager

Approved as to Legal Form
And Sufficiency:

Ralph R. Nevis,
General Counsel

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 EIP 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 EIP 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.

11. **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.
12. **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.
13. **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.
14. **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.
15. **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.*
16. **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.
17. **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.

18. **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.

19. **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

- b) Local Maintaining Agency, its contractors, or subcontractors violates the certification by failing to carry out the requirements noted above.
20. **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.
21. **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.
22. **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.
23. **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

Resolved by the _____ Resolution No. _____
(Governing body, city council, or other)

of the _____
(Name of Local Maintaining Agency)

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 _____
(Name of Local Maintaining Agency)

to assume responsibility for operation, maintenance, repair, replacement, and rehabilitation of _____
(Project title)

Therefore, the _____
(Presiding officer, president, city manager, or other official)

of the _____ is hereby authorized and directed to
(Name of Local Maintaining Agency)

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 Directors, Supervisors, etc.)

of the _____
(Name of Local Maintaining Agency)

on _____
(Date)

Affix official seal here

Authorized Signature _____

Printed Name _____

Title _____

Clerk/Secretary _____



RECLAMATION DISTRICT 900

Post Office Box 673

West Sacramento, CA 95691

PH: (916) 371-1483 • [email: admin@rd900.org](mailto:admin@rd900.org)

DATE: August 19, 2020

AGENDA ITEM NO. 9.1

TITLE: General Manager's Report –August 2020

SUBJECT: Update on activities since the July 2020 Board of Trustees Meeting

EXECUTIVE SUMMARY:

This Staff Report is intended to report the noteworthy activities and events of the District. Noteworthy activity since the previous Board Meeting on 7/15/20

BACKGROUND:

9.1.1. Administration Services

There is nothing to report on at this time.

9.1.2. District Operations

9.1.2.1. Flood Operations and Maintenance:

We have begun vegetation cleanup along the RD 537 bypass levee. Brush was cleared from the toe of the levee but there is still considerable work to be done to make it a viable access road for the rip-rap maintenance.

9.1.2.2. Internal Drainage Operations:

The City well providing water to maintain Bridgeway lakes is back up and running and flowing but has made little change in the lake level as the volume appears to only meet evaporation rate at this point. District wide we are seeing unprecedentedly low water levels, especially north of the port where most ditches are dry and shelves and islands are appearing in Lake Washington.

We met with the Manager of RD 537 at the 537/811 pump station and went through the operations of the station and maintenance history. A more formal report on the status of previous major maintenance is forthcoming from RD 537.

9.1.3. Capital Improvement Projects

9.1.3.1. Blacker Canal:

The environmental assessment field visit to begin the NEPA/CEQA process occurred on July 31st. Coordination has begun between the environmental and cultural representatives for both FEMA and the District and all parties stated they were on the same page moving forward in regards to the site conditions. It was determined that no changes to work plan needed to be made and that standard

General Manager's Report – August 2020

best practices for Giant Garter snake mitigation are sufficient for the project as no evidence was found of their presence in the area.

9.1.4. Agency Coordination:

9.1.4.1. USACE:

Nothing to report at this time.

9.1.4.2. CVFPB:

Now that AB3226 passed on August 5th the next step will be a formal request letter from the District so that the process can be initiated to absorb MA4 now that they are within the District's boundary. I am working with Darren with CVFPB to formalize what needs to be done and begin coordinating a maintenance agreement.

9.1.4.3. RD 537:

We continue to work through the transfer of assets and properties with RD 537 and with the County Treasury to establish a new account as well assume the RD 537 assessment for internal drainage. They are currently working on the closing out the previous fiscal year and will assist us soon once that is complete.

9.1.5. WSAFCA Updates

9.1.5.1. USACE Yolo Bypass East Levee Projects:

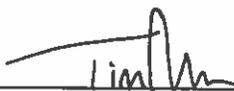
Safety Assurance Review is completed and comments are currently being addressed by the team. The 95% submittal deadline back to the Corps will be by on October 14th. Final Geotech responses to any design changes needed as well as updates on costs are expected this week.

9.1.6. Development Project Coordination:

No other projects to discuss at this time.

ATTACHMENTS: None

STAFF RESPONSIBLE FOR REPORT:



Timothy Mallen, General Manager