

RD2035

**RECLAMATION DISTRICT 2035
Board of Trustees Regular Meeting
November 16, 2021
9:30 AM
Conaway Ranch Clubhouse**

AGENDA

<u>Item:</u>	<u>Presented By:</u>	<u>Action Needed:</u>
1. Call to Order	President	Information
2. Roll Call	President	Information
3. Public Comment		
4. Approve Minutes	President	Action
5. Budget vs. Actual Status through October 31, 2021	Marti Holland	Information
6. Agreement for Legal Services	Brian Manning	Action
7. Special Districts Signature Authorization FY2021-2022 No attachment-original will be provided	Marti Holland	Action
8. Consider approval of the revised Local Cooperation Agreement between Central Valley Flood Protection Board and RD2035 for remaining PL84-99 Repair Site	Mike Hall	Action
9. Resolution #2021-002 Consider authorizing General Manager, RD2035, Mike Hall to execute Local Maintaining Agency Resolution for Flood Maintenance Assistance Program (FMAP)	Mike Hall	Action
10. Approval for New District Truck	Mike Hall	Action
11. Resolution #2021-003 Directing Transfer of Funds following completion of RD2035 Intake Project	Marti Holland	Action
12. Board Election - Kyriakos Tsakooulos swearing Into Office	Denise Costa	Action
13. Board Election - Angelo Christie swearing Into Office	Denise Costa	Action
14. 2022 Board Meeting proposed dates	Mike Hall/ Denise Costa	Action

ADJOURN

(next available resolution number is 2021-004)

**RECLAMATION DISTRICT NO. 2035
BOARD OF TRUSTEES
MINUTES OF REGULAR MEETING
June 15, 2021**

1. Call to Order

Pursuant to notice of a Regular meeting, which was posted and served on the members of the Board of Trustees of Reclamation District No. 2035 more than 72 hours prior to June 15, 2021, the Board of Trustees of Reclamation District No. 2035 held a regular meeting. The meeting was held in person and via teleconference due to the COVID-19 pandemic. The meeting was called to order at 9:38 a.m. by President Tsakopoulos.

2. Roll Call

President Tsakopoulos, Trustee Robert Baker and Trustee Angelo Christie were present in person or via teleconference. President Tsakopoulos noted that there was a quorum was present for conducting business. Mike Hall, District General Manager, Scott Morris, General Counsel, Denise Costa, Will Vasilopoulos, Marti Holland were also present in person or via teleconference at the meeting.

3. Public Comment

There was no public comment.

4. Approve Minutes

The Board consider approval of the March 9, 2021 Regular Board meeting minutes. Trustee Baker asked if about the status of discussions with Steve Gidaro regarding winter water use, mentioned in the minutes. General Manager Mike Hall stated discussions are ongoing. After additional discussion, Trustee Christie moved approval of the minutes and Trustee Baker seconded the motion. The minutes were approved by a 3-0 vote.

5. Budget v. Actual Status Through April 2021

Marti Holland provided a handout that summarized the FY 2020-21 Budget v. Actual through the end of April 2021. She stated purchasing the new backhoe saved a lot of O&M expenses. President Tsakopoulos asked how much was saved and she replied about the same amount it cost to purchase each year. Ms. Holland reported the M&O cash position is good. While it started the year in a negative position, the reimbursement of expenses from the state of \$57,000 and the release of \$15,000 of retention funds from a construction contact should help end the year in positive territory.

The report was received by the Board and no action was taken.

6. Fiscal Year 2021-22 Budget

The Board reviewed the draft District budget for Fiscal Year 2021-22 as presented by Marti Holland. General Manager Hall stated the budget would be a challenge this year because of the continuing drought. Water supply from the USBR contract is reduced by 25% because of the drought as allowed by the contract. In addition, there is expected to be a water transfer. This results in only 4,300 acres of rice being planted instead of the normal 8,000 acres. Up to this point in the year, all water has been supplied from the river, but water from July-September will be from wells and recycled water.

After additional review by the Trustees, a question was asked about how to calculate depreciation of the pumping plant, and a 50-year time period was suggested. Since the District is a public agency, it was decided the President Tsakopoulos and Marti Holland will consult with other public agencies to see how depreciation is accounted for and what their best management practices are.

After additional discussion and review of the proposed Fiscal Year 2021-22 District Budget, Trustee Baker moved approval of the Budget and Trustee Christie seconded the motion. The Budget was approved by a 3-0 vote.

7. Approval of Wood-Rogers Consultant Contract

General Manager Mike Hall presented the 6th proposed Contract Amendment with Wood-Rogers to extend District Engineering Services from July 1, 2021 through June 30, 2022 for up to \$60,000. Mr. Hall stated any work proposed under the Contract Amendment requires a scope of work and budget to be approved by him before work can commence.

After additional discussion, Trustee Christie moved approval of the 6th Contract Amendment with Wood-Rogers for District Engineering Services, and Trustee Baker seconded the motion. The 6th Contract Amendment with Wood-Rogers for District Engineering Services was approved by a 3-0 vote.

8. Repair of Site 0412-28 by the US. Army Corps of Engineers has been postponed to Spring of 2022

Mike Hall reported that the last levee repair site has been postponed until the Spring of 2022 and will not be completed this year as hoped. The repair will still be 100% paid for by the U.S. Army Corps of Engineers.

No action was taken on this item.

9. Resolution 31 - Approval of Fall 2021 Election

District Counsel Scott Morris explained the Election Resolution pending before the Board. He stated that the District's elections are every other odd year and that election law requires the District to set election dates and establish election conductors since the District does not use the County's election system due to cost.

After additional discussion, regarding the Election Resolution, President Tsakopoulos moved approval of the District Fall 2021 Election Resolution and Trustee Baker seconded the motion. The District Fall 2021 Election Resolution was approved by a 3-0 vote.

The meeting was adjourned at 10:06 am. The next meeting will be on November 16, 2021 at 9:30 am.

ATTEST:

Secretary, Reclamation District 2035

Reclamation District 2035

APPROVED

21/22 BUDGET

APPROVED 2021/22 Budget

ACCOUNT NAME/NUMBER	Approved Budget	Actual as of 10/31/21	Projected YE
W/D INCOME			
Water Delivery by Tenants	\$ 957,000.00	\$ 450,078.35	\$ 903,000.00
Water Delivery-Winter Water	\$ 125,000.00		\$ 140,000.00
Other Income	\$ 2,500.00	\$ 191.50	\$ 2,500.00
WDCWA Power Reimbursement	\$ 350,000.00	\$ 68,582.68	\$ 350,000.00
TOTAL W/D INCOME	\$ 1,434,500.00	\$ 518,852.53	\$ 1,395,500.00
M&O INCOME			
M&O /Flood Control	\$ 466,488.00	\$ 457,118.62	\$ 457,118.62
DWR FMAP Agreement 2021	\$ 80,000.00		\$ 80,000.00
Other Income	\$ 2,500.00		\$ 2,500.00
TOTAL M&O INCOME	\$ 548,988.00	\$ 457,118.62	\$ 539,618.62
EXPENSE			
WD	\$ 1,340,950.00	\$ 289,827.43	\$ 1,298,250.00
M&O & Other	\$ 471,550.00	\$ 72,501.20	\$ 443,850.00
TOTAL EXPENSES	\$ 1,812,500.00	\$ 362,328.63	\$ 1,742,100.00
NET INCOME/LOSS			
WD	\$ 93,550.00	\$ 229,025.10	\$ 97,250.00
M&O	\$ 77,438.00	\$ 384,617.42	\$ 95,768.62
W/D Expenses			
Water Delivery Expenses			
RD Employee Salaries, etc.	\$ 160,000.00	\$ 34,811.42	\$ 160,000.00
Staff Training/Travel/Seminars	\$ 1,500.00	\$ -	\$ -
Communications	\$ 5,000.00	\$ 868.86	\$ 4,000.00
Insurance -Property & Liab	\$ 26,000.00	\$ 8,625.00	\$ 26,000.00
INTAKE- Pump Expense	\$ 160,000.00	\$ 39,546.00	\$ 160,000.00
Maintenance Equipment	\$ 15,000.00	\$ 247.40	\$ 15,000.00
Maintenance Bldg & improvements	\$ 1,000.00	\$ 581.06	\$ 1,000.00
Maintenance Supplies	\$ 2,000.00	\$ 695.53	\$ 2,000.00
Pump Maintenance	\$ 60,000.00	\$ 12,674.28	\$ 50,000.00
General Maintenance	\$ 2,000.00		\$ 500.00
SCADA Maintenance	\$ 10,000.00		\$ 500.00
Memberships	\$ 30,000.00	\$ 7,698.32	\$ 30,000.00
Miscellaneous	\$ 1,500.00	\$ 309.44	\$ 1,500.00
Office Expense	\$ 7,500.00	\$ 934.26	\$ 6,000.00
Auditing & Fiscal Services	\$ 9,000.00	\$ 6,415.79	\$ 15,000.00
Information Services	\$ 1,800.00	\$ 490.17	\$ 2,000.00
Legal Services	\$ 15,000.00	\$ 2,523.44	\$ 20,000.00
Architecture, Engineering & Planning	\$ 1,000.00		\$ 2,000.00
Ditch Maintenance	\$ 40,000.00		\$ 20,000.00
Cross Canal Maintenance	\$ 70,000.00		
Professional & Specialized	\$ 1,000.00		
Publications & Legal Notice	\$ 250.00		
Rents & Leases	\$ 5,000.00	\$ 336.91	\$ 5,000.00
Transportation & Travel	\$ 2,000.00	\$ 1,199.60	\$ 2,000.00
Pump Fuel	\$ 15,000.00	\$ 32,216.09	\$ 36,000.00
Vehicle Fuel	\$ 3,500.00	\$ 1,129.62	\$ 4,000.00
Utilities	\$ 500,000.00	\$ 133,617.77	\$ 500,000.00
Interest Expense (Backhoe)	\$ 2,000.00	\$ 694.84	\$ 1,750.00
Capital Expense - Backhoe	\$ 12,500.00	\$ 4,211.63	\$ 12,600.00
Capital Expense - Pump Repair			\$ 40,000.00
Capitalized Expense SINKING FUND	\$ 131,400.00		\$ 131,400.00
Contingency Reserve	\$ 50,000.00		\$ 50,000.00
Total WD Expenses	\$ 1,340,950.00	\$ 289,827.43	\$ 1,298,250.00

Reclamation District 2035

**APPROVED
21/22 BUDGET**

M&O Expenses					
RD Employee Salaries, etc.	\$	160,000.00	\$	34,811.46	\$ 160,000.00
Communications	\$	5,000.00	\$	868.86	\$ 4,000.00
Insurance - Prop & Liab	\$	26,000.00	\$	8,625.00	\$ 26,000.00
Maintenance Equipment	\$	15,000.00	\$	1,117.26	\$ 7,500.00
Maintenance Bldg & improvements	\$	2,000.00	\$	581.06	\$ 1,500.00
Maintenance Supplies	\$	2,000.00	\$	672.60	\$ 3,500.00
Pump Maintenance	\$	20,000.00	\$	412.21	\$ 10,000.00
General Maintenance	\$	2,000.00			\$ 500.00
Memberships	\$	10,000.00	\$	1,365.00	\$ 10,000.00
Miscellaneous	\$	1,500.00	\$	266.64	\$ 500.00
Office Expense	\$	8,000.00	\$	1,154.26	\$ 6,500.00
Auditing & Fiscal Services	\$	9,000.00			\$ 10,000.00
Information Services	\$	1,800.00	\$	490.17	\$ 2,000.00
Legal Services	\$	20,000.00			\$ 6,500.00
Architecture, Engineering & Planning	\$	60,000.00	\$	5,407.50	\$ 55,000.00
Levee Maintenance	\$	25,000.00	\$	7,950.00	\$ 15,000.00
Ditch Maintenance	\$	20,000.00			\$ 40,000.00
Professional & Specialized	\$	2,500.00			
Publications & Legal Notice	\$	250.00			
Rents & Leases	\$	5,000.00	\$	336.91	\$ 5,000.00
Transportation & Travel	\$	2,000.00	\$	1,199.60	\$ 2,000.00
Pump Fuel	\$	-			
Vehicle Fuel	\$	3,500.00	\$	1,129.62	\$ 4,000.00
Utilities	\$	6,500.00	\$	1,206.58	\$ 10,000.00
Interest Expense (Backhoe)	\$	2,000.00	\$	694.84	\$ 1,750.00
Capital Expense - Backhoe	\$	12,500.00	\$	4,211.63	\$ 12,600.00
Contingency Reserve	\$	50,000.00			\$ 50,000.00
Total M&O Expense	\$	471,550.00	\$	72,501.20	\$ 443,850.00

<u>Cash</u>	<u>Actual Cash</u>	<u>6/30/22 Projected</u>	
	<u>10/31/21</u>	<u>YE Cash</u>	
Water Delivery Cash at 7/1/21	\$ 683,147.25	\$ 683,147.25	
Plus: YTD Income	\$ 658,745.84	\$ 1,395,500.00	
Less: YTD Expenses	\$ (372,012.62)	\$ (1,116,850.00)	Projected Exp less reserves
Balance Cash 10/31/21	\$ 969,880.47	\$ 961,797.25	
Less: Reserve/Sinking Fund	\$ (362,800.00)	\$ (362,800.00)	181K x 2
Expendable Cash at 10/31/21	\$ 607,080.47	\$ 598,997.25	
O & M Cash at 7/1/21	\$ 52,902.74	\$ 52,902.74	
Plus: YTD Income	\$ 380,378.98	\$ 539,618.00	
Less: YTD Expenses	\$ (30,900.46)	\$ (393,850.00)	Projected Exp less reserves
Balance Cash 10/31/21	\$ 402,381.26	\$ 198,670.74	
Less: Reserve/Sinking Fund	\$ (100,000.00)	\$ (100,000.00)	50K x 2
Expendable Cash at 10/31/21	\$ 302,381.26	\$ 98,670.74	

DESMOND, NOLAN, LIVAICH & CUNNINGHAM
1830 15th Street
Sacramento, California 95811
Telephone: (916) 443-2051 * Facsimile: (916) 443-2651

AGREEMENT FOR LEGAL SERVICES

This agreement is made on October 12, 2021, at Sacramento, California. The parties are DESMOND, NOLAN, LIVAICH & CUNNINGHAM, referred to as “we” or “us”, and RD 2035, referred to as “you”.

You hire us by this agreement and we accept employment as your attorneys to represent you in the eminent domain action by the State of California by and through the Sacramento and San Joaquin Drainage District for the Lower Elkhorn Basin Levee Setback Project. You are hiring our law firm, and not a particular attorney in our law firm. The attorney services to be provided will not necessarily be performed by any particular attorney in our firm.

1. You agree to pay us a fee for legal services we perform for you or on your behalf as follows:

a. A minimum advance of \$ ____ -0- _____. This advance is not a flat fee, but is a deposit to be applied against fees we charge you and costs and expenses we advance to you or on your behalf. We will apply the advance against the fees, costs and expenses as they are billed. You will receive a monthly statement showing all charges for fees, costs and expenses, and the remaining balance of the advance. If the advance is completely used up, we reserve the right to require that you make an additional advance deposit. Any advance remaining in the client trust account at the conclusion of our representation, after payment of all fees and costs, will be returned to you absent any agreement otherwise. Failure to pay our fees and costs on a timely basis, or failure to replenish the advance as requested from time to time, will be cause for DNLC to withdraw from your representation.

b. You will be charged the prevailing hourly rate of each attorney performing services in your matter. The current rates being charged are set forth on the chart which is attached to and a part of this agreement as Exhibit “A”.

c. You will be charged a fee based on a minimum of two-tenths (0.2) of an hour for any and all work we perform for you, including, but not limited to telephone calls, file

review, review of letters, and so forth. Travel time will be charged for all time incurred from door to door.

d. We charge a fee for services originated by a secretary, and time for word processing, law clerks, paralegals and legal assistants, at rates set forth on the attached chart. We also charge for photocopying, receiving and sending facsimiles (fax), long distance telephone, computerized legal research and mileage at the rates set forth on the attached chart.

e. There may be occasion during our representation when we will review and revise our rates and charges to keep up with increasing costs. We, therefore, reserve the right to change our current prevailing rates and charges after we have given you 30 days written notice of our intention to do so. The revised rates and charges will be applied to the services rendered after the 30 day notice.

2. You agree to pay all the costs necessary for the establishment and continuation of your case. These costs may include, but are not limited to court costs, costs of process service, accountancy fees, appraisal fees, expert witness fees, deposition costs, and transportation costs, including mileage and parking. We may advance costs for you or on your behalf. If we do, you agree to reimburse us upon demand.

3. Our fees, costs and expenses are due and payable when we present you with a billing statement. We will bill you monthly, generally by the 20th of the month after the services are performed. You must pay the balance billed in full within 10 days of the date we send the billing statement. We will charge you interest on any balance more than 30 days past due at the rate of 0.83% per month (10% per annum.)

4. If attorneys' fees or costs are awarded to you or us and are ordered to be paid by the adverse party, your account will be credited with payment for any such fees or costs actually paid. You understand and agree that we do not have a duty to attempt to collect fees or costs from any adverse party, even after an award of such fees or costs has been made to you or us, without charging you for the time we spend to attempt collection. You acknowledge this understanding by initialing here. (____)

5. You have the right to ask us at any time at no charge for clarification of any of the terms of this agreement and any of our charges. If you notify us that we have charged you any fees, costs or expenses improperly, we will correct the error. If a fee dispute arises between you and us, you have the right to have the dispute arbitrated through the Sacramento County Bar Association's Fee Arbitration Committee in accordance with its rules and California Business and Professions Code, sections 6200, and following.

6. If your engagement includes a litigation matter, it is possible that it will involve electronic discovery. Under California and federal law, the obligation to provide discovery of

electronic information carries with it the obligation to preserve such information. Failure to preserve all electronic and paper information that is later determined to be of potential importance to pending or threatened litigation can result in a range of sanctions, including, in extreme cases, the sanction of an adverse judgment. This evidence may also turn out to be critical to your ability to prove facts that support your position in the case, or disprove facts that the opposing party offers. Many electronic document storage systems contain programs that automatically overwrite or delete data. It is therefore important that you take appropriate steps to ensure that all information and electronic data that may be relevant is not lost, deleted, or destroyed. As such, we recommend that normal document management policies, or automatic purging of electronic records, be suspended as to the matters at issue in any pending or threatened litigation until the matter is concluded. Please contact me for our fee schedule for assistance with collecting and processing electronically stored information as needed in your matter.

7. Unless you specifically direct us otherwise, we may use cell phones, e-mail and facsimile machines in the course of this engagement. Our e-mail and facsimile transmissions may not be encrypted so the use of such forms of communication under current technologies may place confidential or privileged information at risk. Similarly, the use of cell phones may place confidential or privileged information at risk. By initialing below, you consent to our use of these forms of communication. (___)

8. We may withdraw at any time as permitted under the Rules of Professional Conduct of the State Bar of California. If we withdraw, you remain obligated to pay us at the agreed rates for all services we have provided, and to reimburse us for all costs we advanced before the withdrawal.

9. Although we may offer an opinion about possible results regarding the subject matter of this agreement, we cannot guarantee any particular result. You acknowledge that we have made no promises about the outcome and that any opinion offered by us in the future will not be a guaranty.

10. We carry legal malpractice insurance which applies to the services to be rendered under this agreement.

11. This agreement is an integrated agreement. If any part of it is found to be void, invalid or unenforceable, that finding does not invalidate any other part(s) of the agreement.

12. You grant us a lien against any and all property and or sums of money awarded to you in this matter. This lien is security for any unpaid attorney's fees, costs, and expenses you owe us. You have the right to obtain the advice of independent legal counsel regarding this lien provision before signing this fee agreement and granting us a lien as contemplated in this paragraph. You acknowledge your understanding of this paragraph by initialing here. (___)

13. We may ask you to grant us a security interest in any real property by means of a deed of trust. If we make this request, you have the right to seek and obtain the advice of independent counsel before you grant us such an interest. You acknowledge this understanding by initialing here. (___)

14. By signing below, you certify that you have read this agreement entirely, you have discussed it with us, you understand it and you are satisfied with the terms.

ATTORNEYS:

DESMOND, NOLAN, LIVAICH
& CUNNINGHAM

By: _____
BRIAN MANNING

CLIENTS:

RD 2035

By: _____
KYRIAKOS TSAKOPOULOS,
President

EXHIBIT "A"

Attorney's Time

The time of the attorneys will be billed according to their experience and expertise and will range from \$175 to \$500 per hour.

Legal Assistants' Time

The rate for work done by a legal assistant (paralegal) will be \$95 per hour.

Law Clerks' Time

The rate for work done by a law clerk will be \$150 per hour.

Secretarial Time for Originating Work

The rate for work done by a secretary will be \$45 per hour. Please note, secretarial time will only be billed for work originated by a secretary.

Expenses and Advances

The rates we charge for expense items for which you will be billed are:

Photocopying: \$0.35 per page

Facsimiles (FAX): \$1.00 per page for documents received by FAX

\$2.00 for the first page and \$1.00 per additional page for documents transmitted by our office by FAX

Computer assisted legal research ("Westlaw" or "Lexis"): Actual charges we are billed by company.

Long Distance Telephone: Actual long distance charges we are billed.

Mileage is charged for actual mileage incurred door-to-door at the rate of \$0.58 per mile, and parking is charged at actual cost.

Court filing fees, fees for service of process, witness fees and other fees charged to us by outside providers and contractors are charged at their actual costs to Attorneys.

DESMOND, NOLAN, LIVAICH & CUNNINGHAM

ATTORNEYS AT LAW

October 12, 2021

Via Email Only

RD 2035 Board Members
Attn: Mike Hall
1296 E. Gibson Road, Suite A-361
Woodland, California 95776

Re: Engagement

Dear RD 2035 Board:

Thank you for retaining Desmond, Nolan, Livaich & Cunningham to represent you in the eminent domain action by the State of California by and through the Sacramento and San Joaquin Drainage District for the Lower Elkhorn Levee Setback Project.

I, in coordination with Gary Livaich, will primarily handle the matter. My hourly rate is \$425. If other attorneys or paralegals work on your matter, their billing rates will be reflected in the bill we send you each month.

In addition to our legal fees, we charge for costs we incur on your behalf. We may send the invoices for some of these costs directly to you for payment, and we may ask that you pay such costs in advance.

We request that you pay our invoice within ten (10) days following receipt, and we reserve the right to withdraw our representation for nonpayment of our fees. Delinquencies of thirty (30) days or more from the date of the invoice will be subject to a late charge to cover additional costs that we incur. The late charge is 0.83% per month (10% per annum) of the fees and costs incurred during the billing period covered by the invoice.

The enclosed Agreement for Legal Services further clarifies the terms and conditions of our representation.

15th & S Building
1830 15th Street
Sacramento, California 95811-6649
Telephone: 916/443-2051
Facsimile: 916/443-2651
E-mail: bmanning@dnlc.net

J. Russell Cunningham
Brian Manning
Kristen Ditlevsen Renfro
Benjamin C. Tagert

Of Counsel
William W. Nolan
Gary Livaich
Edward K. Dunn

Earl D. Desmond
(1895-1958)
E. Vayne Miller
(1904-1965)
Richard F. Desmond
(1923-2004)
William C. Livaich
(1950-2007)

October 12, 2021

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I encourage you to contact me if you have any questions regarding our representation or our fees. If these terms are acceptable, please sign and initial where indicated on the Agreement for Legal Services enclosed with this letter and return by pdf or mail. We will forward a fully executed copy for your files.

The enclosed Agreement for Legal Services further clarifies the terms and conditions of our representation.

Very truly yours,

DESMOND, NOLAN, LIVAICH & CUNNINGHAM



Brian Manning

BTM/kms

Enclosure

DESMOND, NOLAN, LIVAICH & CUNNINGHAM

Attorneys at Law

15th & S Building

1830 15th Street

Sacramento, California 95811

Telephone: 916/443-2051

LOCAL COOPERATION AGREEMENT
BETWEEN
THE CENTRAL VALLEY FLOOD PROTECTION BOARD OF THE STATE OF CALIFORNIA
AND
Reclamation District No. 2035
FOR
PL 84-99 Rehabilitation Assistance Program Work

This Local Cooperation Agreement ("Agreement") is entered by and between the Central Valley Flood Protection Board of the State of California (Board) and the **Reclamation District No. 2035** (DISTRICT) on this 15th day of **June, 2021** in view of the following circumstances:

1. The Sacramento River Flood Control Project (SRFCP) was authorized by Congress and approved on March 1, 1917, then amended on May 15, 1928, August 26, 1937, August 18, 1941, August 17, 1954, and July 14, 1960;
2. The State will assist the United States Army Corps of Engineers (Government) in the repair of levee flood damage sites under the PL 84-99 Rehabilitation Assistance Program. For the purposes of this agreement, the "State" shall mean the Board and the California Department of Water Resources (DWR);
3. Water Code Section 8370 states that it is the responsibility, liability, and duty of the reclamation districts, levee districts, protection districts, drainage districts, municipalities, and other public agencies within the Sacramento River Flood Control Project (SRFCP) limits, to maintain and operate the works of the project within the boundaries or jurisdiction of such agencies;
4. Water Code Section 12642 states 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 United States free from damages;
5. The Board has agreed to serve as the nonfederal sponsor of the Project on the condition that DISTRICT provides the Board with the assurances specified in this Agreement that the DISTRICT will be responsible for operation and maintenance of the Project upon its completion; and will, as described below, hold and save the Government and Board, their representatives, officers, directors, employees, and other persons acting in their capacity on behalf of the Board, as well as their successors and assigns, free and harmless from any and all claims and damages arising from the construction, operation, and maintenance of the Project;
6. The Board's obligations as nonfederal sponsor of the Project are set forth in the Cooperation Agreement for this Project between the Board and the Government.
7. DISTRICT has agreed to provide the aforementioned assurances specified in this Agreement to the Board; and

8. DISTRICT has the power and authority to undertake all obligations required of DISTRICT in this Agreement to the Board; and

NOW, THEREFORE, IT IS HEREBY AGREED:

SECTION I: Obligations of the Board and DISTRICT

- A. For purposes of this Agreement, the term "Project" shall mean levee rehabilitation and repair work, and related mitigation work, performed by the Government at locations within DISTRICT 's jurisdiction, and initiated in 2021 all as set forth in plans entitled **PL84-99 WEST LEVEE OF YOLO BYPASS REPAIR SITE 0412-28 DATED AUGUST 2020 in Yolo County, California.**
- B. The terms of this Agreement shall apply to all the separate construction and mitigation contracts that may be awarded by the Government for this Project.
- C. DISTRICT agrees to the following:
 1. To operate and maintain the Project, including, without limitation, slope protection features, berms, plantings, embedded woody material, and related features constructed as part of the Project in accordance with the Project design specifications, environmental permits, environmental impact reports, regulations, and directions prescribed by the state and federal government, the Government, and the Board, all without any cost to the State. The duties of DISTRICT to operate and maintain all Project features shall be performed in a manner that does not diminish the flood protection afforded by or jeopardize the structural integrity of the Project or the SRFCP. The specific duties of the DISTRICT pursuant to this paragraph are described in Section II below.
 2. To hold and save the State, its representatives, officers, directors, employees, and other persons acting in their capacity on behalf of the State, as well as the State's successors and assigns, to the extent permitted by State law, free and harmless from any and all claims, damages and costs, including the State's attorneys' fees, arising from the construction, operation, or maintenance of the Project.

To hold and save the Government, its representatives, officers, directors, employees, and other persons acting in their capacity on behalf of the Government, as well as its successors and assigns, to the extent permitted by State law free and harmless from any and all claims and damages due to the construction, operation, and maintenance of the Project, except for claims or damages due to the fault or negligence of the Government or its contractors.
 3. To hold and save the State, its representatives, officers, directors, employees, and other persons acting in their capacity on behalf of the State, as well as the State's successors and assigns, to the extent permitted by State law, free and

harmless from any and all claims, damages and costs, including the State's attorneys' fees, arising from the obligations herein assumed by DISTRICT, including any responsibility for claims or damages arising out of work performed by the Government or State for which the Government or the State may be held liable.

4. To indemnify the State, its representatives, officers, directors, employees and other persons acting in their capacity on behalf of the State, as well as the State's successors and assigns, against all claims, liabilities, charges, losses, expenses and costs including the State's attorneys' fees that may arise from any action or inaction of the State taken in conjunction with the Project except for any such expenses caused solely by the gross negligence or intentional acts of the State or its officers, agents and employees.

- D. DISTRICT shall inform landowners and other affected interests of the extent of protection afforded by the Project, using data provided by the Board, not less than once each year, if so requested in writing by the Board.
- E. DISTRICT agrees to mitigate, as otherwise required by law, for any environmental impacts of work performed by DISTRICT pursuant to Section I.C.1 of this Agreement without any costs to the State.

SECTION II: Obligations to Operate and Maintain

- A. Upon completion of the Project or any functional portion thereof as determined by the Government, the Board shall turn over the responsibility for operation and maintenance of the Project or functional portion thereof to DISTRICT. Any rights in real property acquired by the State will continue to be held by the State and are not intended by this Agreement to be conveyed to DISTRICT. DISTRICT accepts responsibility for operation and maintenance of the completed Project or functional portion thereof in accordance with the then-applicable Operation and Maintenance Manual, to be provided to DISTRICT under this Section II.A., as required by Water Code sections 8370, 12642, and 12828 and Section I.C. of this Agreement.

The Government has agreed that when it turns over this Project to the Board, it will be accompanied by (1) the Standard Operation and Maintenance Manual for the SRFCP and (2) the applicable Supplement to the Standard Operation and Maintenance Manual, SRFCP. The Board shall provide the manual and supplement to DISTRICT.

- B. DISTRICT hereby gives the Government and the State the right to enter, at reasonable times and in a reasonable manner, upon land which it owns or controls for access to the Project for the purpose of: (i) constructing the repairs under the Project; (ii) performing any of their other obligations under this Agreement; (iii) conducting subsequent inspections to verify that the DISTRICT is complying with its obligations under this Agreement; and (iv) operating, maintaining, repairing, replacing, or rehabilitating any part of the Project.

- C. Upon notification by the State, prior to or during construction of the Project, DISTRICT shall remove, alter, relocate, or reconstruct at no cost to the Board: any and all improvements owned or controlled by DISTRICT that are located on or affecting the Project site as may be determined necessary by the Government or the State in order to operate, maintain, repair, replace, or rehabilitate any part of the Project located at or accessible by the Project site in conjunction with operation, maintenance, repair, replacement, or rehabilitation of the Project, or to meet any other obligations under this Agreement; or if such improvements are damaged by any cause.
- D. If DISTRICT has failed or refused to perform the obligations set forth in this Agreement and that failure or refusal constitutes, in the opinion of the Government or the State, a threat to the continued ability of that functional portion of the Project to perform in a manner necessary to provide its designed level of flood protection or if DISTRICT fails or refuses to meet its obligations pursuant to this Agreement or the requirements of the manuals mentioned above, then the State or Government may perform the necessary work either with their own staff and equipment or by contract. DISTRICT will reimburse the State or Government for the costs of performing that work.
- E. Mitigation features shall be constructed on site by the Government's contractor as directed by the Government to meet the mitigation requirements approved for the Project by the Board and the Government. The mitigation features will be considered to be functional portion(s) of the Project. The specific requirements of initial plant establishment and mitigation monitoring are specified by the Government and/or the State in accordance with the standards and guidelines set forth in the environmental permits and environmental documents adopted for the Project.

The Government's contractor is required to perform maintenance of the mitigation features, which includes irrigation, weed control, and plant replacement, prior to acceptance of the work by the Government. Once the Government has accepted the work from the contractor, the Government will turn the Project over to the Board and the Board will, in turn, turn the Project over to DISTRICT. When the Project is turned over to DISTRICT, all mitigation plantings will be fully established and will no longer require irrigation, weed control, or plant replacement and all mitigation monitoring requirements should be fully satisfied, including meeting all mitigation performance standards and any necessary remedial measures set forth in the environmental permits and environmental documents adopted for the Project and the operation and maintenance manuals referenced in Section II.A of this Agreement. Once the Project is accepted by DISTRICT, DISTRICT's maintenance obligation for the mitigation features shall include damage prevention to the mitigation plantings by reasonably controlling herbicide spraying adjacent to the mitigation planting, controlling any levee burning so that it does not burn the mitigation plantings and performing levee maintenance activities in a manner that minimizes any potential damage the mitigation area.

- F. In the event that vegetation is partially or completely damaged or removed by DISTRICT in the course of carrying out its obligations to operate and maintain the Project under this Agreement, DISTRICT shall mitigate for the damaged or removed vegetation in accordance with state and federal laws and without cost to the State.

SECTION III: Disputes

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

SECTION IV: Compliance with State and Federal Law

In carrying out the provisions of this Agreement, DISTRICT agrees to comply with all applicable federal and State laws and regulations, including Section 601 of Title VI of 55000.11 issued pursuant thereto and published in Part 300 of Title 32, Code of Federal Regulations; and Army Regulation 600-7, entitled "Non-Discrimination on the Basis of Handicap in Programs and Activities Assisted or Conducted by the Department of the Army."

SECTION V: 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 VI: Hazardous Substances

DISTRICT acknowledges that the State may incur obligations with respect to hazardous substances regulated under the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), 42 USC Sections 9601-9675; California Hazardous Substances Account Act, Calif. Health & Safety Code sections 25310 et seq. or other statutes or regulations (collectively referred to as "state and federal Hazardous Substances Laws") on lands necessary for Project construction, operation, and maintenance. DISTRICT agrees:

- A. That in the event that Government, State or DISTRICT 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 hazardous substances regulated under CERCLA and/or other state and federal Hazardous Substances Laws at levels requiring a response under those laws, Board and DISTRICT shall promptly notify each other of that discovery.
- B. That in the event hazardous substances regulated under CERCLA and/or other state and federal Hazardous Substances Laws have been found at levels which would require a response under those laws if the Project was initiated upon lands, easements, or rights of way acquired or provided for the Project by the State, then in conjunction with the Board's obligations under the Cooperation Agreement that it has executed with the Government, the Government, the State and DISTRICT shall determine whether to initiate construction of the Project, or if already in construction, whether to continue with the construction of the Project, or to terminate construction of the Project for the convenience of the Government, the State, and DISTRICT. Should the Government, the State, and DISTRICT determine to proceed or continue with the construction after considering any liability that may arise under CERCLA, DISTRICT shall be responsible,

as between the State and DISTRICT, for any and all necessary clean up and response costs, to include the costs of any studies and investigations necessary to determine an appropriate response to the contamination. Such costs shall not be considered a part of the Project as defined in this Agreement. In the event that the Government, the State, and DISTRICT elect to proceed with the construction but that DISTRICT fails to provide any funds it has agreed to pay and which are necessary to pay for clean-up and response costs or to otherwise discharge its obligations under this paragraph, the Government and the State may terminate or suspend work on the Project.

- C. In the event that the Government, the State, and DISTRICT elect to continue with construction of the Project, DISTRICT shall consult with the Board 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 DISTRICT shall operate and maintain the Project in a manner that will control the intentional or negligent 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, or maintenance.
- E. That in the event that the Government or State, or their representatives, officers, directors, employees, and other persons acting in their capacity on behalf of the Government or State, 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 and maintenance of the Project, then DISTRICT shall indemnify the Government and State, their representatives, officers, directors, employees, and other persons acting in their capacity on behalf of the Government or State, as well as their successors and assigns, for any response or cleanup costs for which the Government or State, their representatives, officers, directors, employees, and other persons acting in their capacity on behalf of the Government or State, as well as their successors and assigns, are found to be liable under CERCLA and/or other state and federal Hazardous Substances Laws, except DISTRICT shall not indemnify the Government for such response or cleanup costs which result from negligence of the Government or its contractors during construction.
- F. No decision made or action taken pursuant to any provision of this Section of the 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 DISTRICT 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 DISTRICT 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.

G. As between DISTRICT and the State, DISTRICT shall be considered the operator of the Project for purposes of liability under CERCLA and/or other state and federal Hazardous Substances Laws. This provision is not intended to alter the legal designation of operator, except as between the State and DISTRICT.

SECTION VII: Authorization for Delegation or Subcontracting

DISTRICT may delegate or subcontract its responsibilities under this Agreement to another public agency or firm. However, in performing the obligations called for in this Agreement, DISTRICT shall notify the Board if it retains, employs, or uses any such public agencies or firms. DISTRICT shall be responsible for all work to be performed under the contract, including any delegated work. The Board shall have the right to ask that any services for this Agreement provided by any subcontractor be terminated if its performance is unsatisfactory.

Payment for services rendered by subcontractors shall be made entirely by DISTRICT; the Board shall not have any responsibility for making any payments to the subcontractors for any services they may render in connection with this Agreement.

SECTION VIII: Amendment

This Agreement may be amended only in writing and upon consent of all parties.

SECTION IX: Notices

All notices, requests, demands, and other communications required or permitted to be given under this 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:

Executive Officer
Central Valley Flood Protection Board
of the State of California
3310 El Camino Ave., Suite 170
Sacramento, California 95821

Mike Hall
RD No. 2035
45332 County Road 25
1296 E.Gibson Rd Ste.A361-mail
Woodland, CA 95776

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 X: Severability

If any provision of this Agreement is held invalid or unenforceable by any court of final jurisdiction, it is the intent of the parties that all other provisions of this Agreement be construed to remain fully valid, enforceable, and binding on the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement which will become effective upon the date it is signed on behalf of The Central Valley Flood Protection Board.

The Central Valley Flood Protection Board
of the State of California

Reclamation District No. 2035

By _____
Leslie M. Gallagher
Executive Officer

By _____
Kyriakos Tsakopoulos
District President

Date: _____

Date: _____

Approved as to Legal Form
and Sufficiency:

Approved as to Legal Form
and Sufficiency:

Kanwarjit S. Dua, Board Counsel

Scott Morris, District Counsel

Date: _____

Date: _____

EXHIBIT A, B and C

RD 2035 Work Plan, Project Schedule, Budget

Activity	Description	Schedule 2022	Budget						
Herbicide Spray Program	<ul style="list-style-type: none"> Conduct Herbicide Spray Program on project levees to control weed growth Personnel and equipment to include: 2 employees and Airplane 	<table border="1"> <tr> <td>Jan. 22 - Dec. 22</td> <td> <table border="1"> <tr> <td>Calculation</td> <td>12 mile length x \$1000 / mile</td> </tr> <tr> <td>Activity Cost</td> <td>\$12,000</td> </tr> </table> </td> </tr> </table>	Jan. 22 - Dec. 22	<table border="1"> <tr> <td>Calculation</td> <td>12 mile length x \$1000 / mile</td> </tr> <tr> <td>Activity Cost</td> <td>\$12,000</td> </tr> </table>	Calculation	12 mile length x \$1000 / mile	Activity Cost	\$12,000	
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Calculation	12 mile length x \$1000 / mile								
Activity Cost	\$12,000								
Rodent Control Program	<ul style="list-style-type: none"> Conduct Rodent Control Program on project levees to prevent rodent nesting and tunneling Personnel and equipment to include: 1 employee and pickup truck 	<table border="1"> <tr> <td>Jan. 22 - Dec. 22</td> <td> <table border="1"> <tr> <td>Calculation</td> <td>12 mile length x \$210 / mile</td> </tr> <tr> <td>Activity Cost</td> <td>\$2,520</td> </tr> </table> </td> </tr> </table>	Jan. 22 - Dec. 22	<table border="1"> <tr> <td>Calculation</td> <td>12 mile length x \$210 / mile</td> </tr> <tr> <td>Activity Cost</td> <td>\$2,520</td> </tr> </table>	Calculation	12 mile length x \$210 / mile	Activity Cost	\$2,520	
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Calculation	12 mile length x \$210 / mile								
Activity Cost	\$2,520								
Mowing Program	<ul style="list-style-type: none"> Conduct mowing on slopes and roads on project levees to address invasive and other weed growth Personnel and equipment include: 1 employee and 1 Wheel Tractor with mower 	<table border="1"> <tr> <td>Jan. 22 - Dec. 22</td> <td> <table border="1"> <tr> <td>Calculation</td> <td>12 mile length x \$1,000 / mile</td> </tr> <tr> <td>Activity Cost</td> <td>\$5,000</td> </tr> </table> </td> </tr> </table>	Jan. 22 - Dec. 22	<table border="1"> <tr> <td>Calculation</td> <td>12 mile length x \$1,000 / mile</td> </tr> <tr> <td>Activity Cost</td> <td>\$5,000</td> </tr> </table>	Calculation	12 mile length x \$1,000 / mile	Activity Cost	\$5,000	
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Activity Cost	\$5,000								
Flap Gates Service and repairs	<ul style="list-style-type: none"> Conduct maintenance and servicing on flap-gates on levees and channels Personnel and equipment to include: 1 employee and pickup truck 	<table border="1"> <tr> <td>Jan. 22 - Dec. 22</td> <td> <table border="1"> <tr> <td>Calculation</td> <td>Personnel and vehicle cost =</td> </tr> <tr> <td>Activity Cost</td> <td>\$5,000</td> </tr> </table> </td> </tr> </table>	Jan. 22 - Dec. 22	<table border="1"> <tr> <td>Calculation</td> <td>Personnel and vehicle cost =</td> </tr> <tr> <td>Activity Cost</td> <td>\$5,000</td> </tr> </table>	Calculation	Personnel and vehicle cost =	Activity Cost	\$5,000	
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Calculation	Personnel and vehicle cost =								
Activity Cost	\$5,000								
Gate Repairs Program	<ul style="list-style-type: none"> Conduct repairs to gates and fences along project levees and around levee infrastructure Personnel and equipment to include: 2 employees 	<table border="1"> <tr> <td>Jan. 22 - Dec. 22</td> <td> <table border="1"> <tr> <td>Calculation</td> <td>Personnel cost = \$5,000</td> </tr> <tr> <td>Activity Cost</td> <td>\$5,000</td> </tr> </table> </td> </tr> </table>	Jan. 22 - Dec. 22	<table border="1"> <tr> <td>Calculation</td> <td>Personnel cost = \$5,000</td> </tr> <tr> <td>Activity Cost</td> <td>\$5,000</td> </tr> </table>	Calculation	Personnel cost = \$5,000	Activity Cost	\$5,000	
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Calculation	Personnel cost = \$5,000								
Activity Cost	\$5,000								
Burn Control Program	<ul style="list-style-type: none"> Removal of weeds, vegetation along levees and channels for fire prevention/burn control Personnel and equipment to include: 2 employees and 2 pickup trucks 	<table border="1"> <tr> <td>Jan. 22 - Dec. 22</td> <td> <table border="1"> <tr> <td>Calculation</td> <td>Personnel and vehicle cost =</td> </tr> <tr> <td>Activity Cost</td> <td>\$4,000</td> </tr> </table> </td> </tr> </table>	Jan. 22 - Dec. 22	<table border="1"> <tr> <td>Calculation</td> <td>Personnel and vehicle cost =</td> </tr> <tr> <td>Activity Cost</td> <td>\$4,000</td> </tr> </table>	Calculation	Personnel and vehicle cost =	Activity Cost	\$4,000	
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Calculation	Personnel and vehicle cost =								
Activity Cost	\$4,000								
Grading Repairs Program	<ul style="list-style-type: none"> Conduct grading repairs to levee slopes and access roads 	<table border="1"> <tr> <td>Jan. 22 - Dec. 22</td> <td> <table border="1"> <tr> <td>Calculation</td> <td>Personnel and equipment cost =</td> </tr> <tr> <td>Activity Cost</td> <td>\$1,000</td> </tr> </table> </td> </tr> </table>	Jan. 22 - Dec. 22	<table border="1"> <tr> <td>Calculation</td> <td>Personnel and equipment cost =</td> </tr> <tr> <td>Activity Cost</td> <td>\$1,000</td> </tr> </table>	Calculation	Personnel and equipment cost =	Activity Cost	\$1,000	
Jan. 22 - Dec. 22	<table border="1"> <tr> <td>Calculation</td> <td>Personnel and equipment cost =</td> </tr> <tr> <td>Activity Cost</td> <td>\$1,000</td> </tr> </table>	Calculation	Personnel and equipment cost =	Activity Cost	\$1,000				
Calculation	Personnel and equipment cost =								
Activity Cost	\$1,000								
Sand, gravel, shovels, plastic rolls and buttons	<ul style="list-style-type: none"> Material for flood fighting 	<table border="1"> <tr> <td>Jan. 22 - Dec. 22</td> <td>Material</td> <td>\$15,900</td> </tr> </table>	Jan. 22 - Dec. 22	Material	\$15,900				
Jan. 22 - Dec. 22	Material	\$15,900							
Sprayer	<ul style="list-style-type: none"> Equipment 	<table border="1"> <tr> <td>Jan. 22 - Dec. 22</td> <td>Equipment</td> <td>\$3,600</td> </tr> </table>	Jan. 22 - Dec. 22	Equipment	\$3,600				
Jan. 22 - Dec. 22	Equipment	\$3,600							
Final SWIF	Incorporate USACE Comments on the SWIF	<table border="1"> <tr> <td>Jan. 22 - Dec. 22</td> <td></td> <td>\$20,000</td> </tr> </table>	Jan. 22 - Dec. 22		\$20,000				
Jan. 22 - Dec. 22		\$20,000							
TOTAL COST			\$80,120						

ATTACHMENT B

**Local Maintaining Agency Authorizing Resolution
Resolution No. 2021-002**

A Resolution by the Board of Trustees
of the Reclamation District No. 2035 (RD-2035)
Authorizing a Proposal for funding from the Department of Water Resources and Designating a
Representative to Execute the Agreement and any Amendments thereto, for the
Operations and Maintenance Activities Project

WHEREAS, the Reclamation District No. 2035 (RD-2035) is a California
Public Agency with responsibility for flood maintenance and right-of-way authority of the Project facilities;

WHEREAS the Reclamation District No. 2035 (RD-2035) acknowledges
that it must submit a new operations, maintenance, repair, rehabilitation, and replacement agreement
with the Central Valley Flood Protection Board prior to the receipt of Flood Maintenance Assistance
Program funds;

WHEREAS, the Reclamation District No. 2035 (RD-2035) is authorized to
enter into an agreement with the Department of Water Resources and the State of California;

THEREFORE, BE IT RESOLVED by the Board of Trustees
of the Reclamation District No. 2035 (RD-2035) as follows:

1. That pursuant and subject to all of the terms and conditions of the Budget Act of 2021, the
Board of Trustees authorize the
General Manager Mike Hall, or designee, to execute the funding agreement
with the Department of Water Resources and any amendments thereto.
2. That the General Manager Mike Hall, or designee, shall prepare the necessary data,
make investigations, and take other such actions as necessary and appropriate to obtain funding
for the Operations and Maintenance Activities Project.

CERTIFICATION

I hereby certify that the foregoing Resolution No. _____ was duly and regularly
adopted by the Board of Trustees of
the Reclamation District No. 2035 (RD-2035) at the
meeting held on _____, motion by _____ and
seconded by _____, motion passed by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

Attest: _____
Denise Costa, Bd. Secretary

Mike Hall, General Manager
Reclamation District No. 2035 (RD-2035)

15:54

F&I DEAL RECAP

Sold: 11/10/2021 as new Truck Arrived: / / In Srvc: / /
 Buyer: JESSE CLARK Email: JESSE@RD2035.ORG
 45332 COUNTY ROAD 25, WOODLAND CA 95776
 Home Phn: 530-788-8452 Work Phn: 530-788-8452 Cell Phn:
 VIN: 1C6SRFRT1MN818433 2021 RAM 1500 CREW CAB Mileage: 1
 Stock #: 818433 Deal #: 74054 Customer: 83618 Class: R-Retail
 Salesperson 1: DANIEL G GIGENA F&I Salesperson:
 Sales Manager: RONALD A BARBANELL

Price:	49370.00	Lender:	CAPONE CAPITAL ONE AUTO FIN
Down Payment:	0.00		
Rebate:	0.00	APR:	0.000
Trade Allowance:	0.00	Term:	48
Trade Payoff:	0.00	First Payment:	30 12/10/2021
Options/Aftermkt:	285.00	Standard Loan:	N MSRP: 53870.00
Insurance:	0.00	Residual 0%:	0.00
Ext Service Plan:	4998.00		
Weight Fee:	154.00	PAYMENT:	1242.98
License/Title Fee:	791.75	Total Payments:	59662.95
Delivery Fee:	85.00	Total Finance Charges:	0.00
Fees & Sales Taxes:	3979.20		
=====			
Amount Financed:	59662.95		

Misc Info	Dealer Options	Fees & Taxes
Non-tax Rebate: 0.00	PORTFOLIO	Tax State: CA
		License: 753.00
		Title: 0.00
		St 0.0000: 0.00
VSI Fee: 0.00		Cn 8.0000: 3979.20
Loan Proc Fee: 0		Ci 0.0000: 0.00
	Insurance	EVR: 30.00
		SMOG FEE: 0.00
		SMOG CERT: 0.00
		SMOG ABATEM: 0.00
		TIRE FEE: 8.75
		SMOG EXEMPT: 0.00
	Ext Service	

BUYER/COBUYER:		Misc Tax:	0.00
PHONE NUMBER:		DelFeeTax:	6.80*
MISCELLANEOUS:		Lic Tax:	0.00
ATTENTION:		Title Tax:	0.00
DEFERRED DOWN:	Rebates	DSO Tax:	22.80*
DEFERRED DATE:		AftMktTax:	0.00
		Taxed On:	49740.00

* - Tax amount, or a portion of the Tax amount is included in Sales Tax
 END OF REPORT

RECLAMATION DISTRICT NO. 2035

RESOLUTION 2021-003

**RESOLUTION DIRECTING TRANSFER OF FUNDS FOLLOWING
COMPLETION OF RECLAMATION DISTRICT PROJECT**

WHEREAS, on ~~January~~ 17, 2019 Reclamation District 2035 ("District") completed the Sacramento River water intake facility project; and

WHEREAS, on April 20, 2020 the District transferred the final payment to the Woodland-Davis Clean Water Agency; and

WHEREAS, the District intends that the remaining RD 2035 accounts shall be closed, and any remaining funds transferred to the District's Operating Levee Maintenance fund number 6410.

NOW, THEREFORE, BE IT RESOLVED, as follows:

1. The above recitals are true and correct.
2. The Board of Trustees of the District hereby authorizes the County to transfer any balances remaining in RD 2035 fund numbers 6414 Intake Project- Local Funds, 6415 Intake Project- Department of Water Resources, 6416 Intake Project- Bureau of Reclamation, and 6418 State Share to RD 2035 fund number 6410- Operating Levee Maintenance.
3. The District's staff are hereby authorized to take all steps necessary to carry out this transfer.

PASSED AND ADOPTED as resolution of the Board of Trustees of the Reclamation District No. 2035 on November 16, 2021.

AYES:

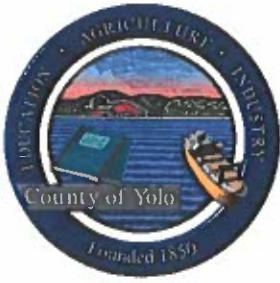
NOES:

ABSTAIN:

ABSENT:

Secretary of the Board of Trustees
Reclamation District 2035

President of the Board of Trustees
Reclamation District 2035



COUNTY OF YOLO

Board of Supervisors

District 1, **Oscar Villegas**
District 2, **Don Saylor**
District 3, **Gary Sandy**
District 4, **Jim Provenza**
District 5, **Angel Barajas**

625 Court Street, Room 204 • Woodland, CA 95695
(530) 666-8195 • FAX (530) 666-8193
www.yolocounty.org

Interim County Administrator, **Chad Rinde**
Sr. Deputy Clerk of the Board, **Julie Dachtler**

November 15, 2021

Angelo Christi
45332 County Road 25
Woodland, CA 95776

Dear Mr. Christi:

This is to notify you that you have been appointed by the Yolo County Board of Supervisors to serve on Reclamation District 2035 for a term ending December 5, 2025.

Enclosed is a Certificate of Appointment and Oath of Office; instructions are attached. **Please note** that all public officers shall, before they enter upon the duties of their respective offices, take and subscribe the Oath of Office. (California Code Section 1360)

Included with this letter is a copy of The Yolo Way, which highlights Yolo County's Mission, Values and Strategic Plan. For more information on The Yolo Way, and to access resources for Advisory Body members (i.e. Brown Act, Rosenberg's Rules of Order, etc.), visit: www.yolocounty.org/Advisory-Body-Resources.

Thank you for your willingness to serve the citizens of Yolo County.

Sincerely,

Julie Dachtler, Deputy Clerk
Yolo County Board of Supervisors

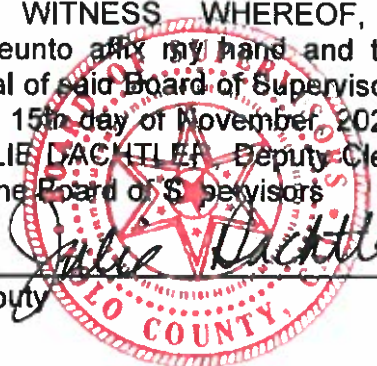
CERTIFICATE OF APPOINTMENT AND OATH OF OFFICE

STATE OF CALIFORNIA
COUNTY OF YOLO

I, JULIE DACHTLER, Senior Deputy Clerk to the Board of Supervisors of said County of Yolo, hereby certify that at a regular meeting of said Board of Supervisors, held telephonically, in said County on the 9th day of November, 2021, **Angelo Christi** was appointed to serve on **Reclamation District 2035** as it appears in the records of said Board of Supervisors now in my custody.

IN WITNESS WHEREOF, I hereunto affix my hand and the Seal of said Board of Supervisors this 15th day of November 2021. JULIE DACHTLER, Deputy Clerk of the Board of Supervisors

By: Julie Dachtler
Deputy



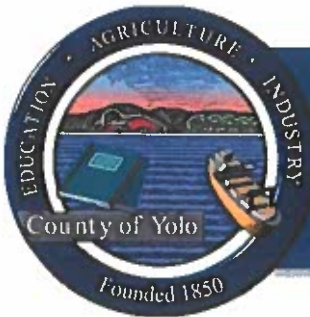
STATE OF CALIFORNIA
COUNTY OF YOLO

I, **Angelo Christi**, solemnly swear (or affirm) that I will support and defend the Constitution of the United States and the Constitution of the State of California against all enemies, foreign and domestic; that I will bear true faith and allegiance to the Constitution of the United States and the Constitution of the State of California; that I take this obligation freely, without any mental reservation or purpose of evasion; and that I will well and faithfully discharge the duties upon which I am about to enter.

Member's signature

Subscribed and sworn to before me, this _____ day of _____ 20__.

Deputy



Yolo County Strategic Plan Summary 2020-2025



Mission

Making a difference by enhancing the quality of life in our community



COUNTY OF YOLO

Board of Supervisors

District 1, **Oscar Villegas**
District 2, **Don Saylor**
District 3, **Gary Sandy**
District 4, **Jim Provenza**
District 5, **Angel Barajas**

625 Court Street, Room 204 • Woodland, CA 95695
(530) 666-8195 • FAX (530) 666-8193
www.yolocounty.org

Interim County Administrator, **Chad Rinde**
Sr. Deputy Clerk of the Board, **Julie Dachtler**

November 15, 2021

Kyriakos Tsakopoulos
1296 E. Gibson Road, Ste. A-361
Woodland, CA 95776

Dear Mr. Tsakopoulos:

This is to notify you that you have been appointed by the Yolo County Board of Supervisors to serve on Reclamation District 2035 for a term ending December 5, 2025.

Enclosed is a Certificate of Appointment and Oath of Office; instructions are attached. **Please note** that all public officers shall, before they enter upon the duties of their respective offices, take and subscribe the Oath of Office. (California Code Section 1360)

Included with this letter is a copy of The Yolo Way, which highlights Yolo County's Mission, Values and Strategic Plan. For more information on The Yolo Way, and to access resources for Advisory Body members (i.e. Brown Act, Rosenberg's Rules of Order, etc.), visit: www.yolocounty.org/Advisory-Body-Resources.

Thank you for your willingness to serve the citizens of Yolo County.

Sincerely,

Julie Dachtler, Deputy Clerk
Yolo County Board of Supervisors

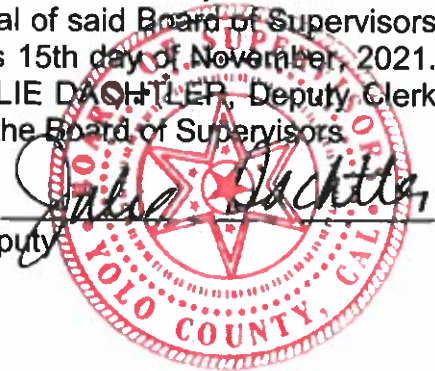
CERTIFICATE OF APPOINTMENT AND OATH OF OFFICE

STATE OF CALIFORNIA
COUNTY OF YOLO

I, JULIE DACHTLER, Senior Deputy Clerk to the Board of Supervisors of said County of Yolo, hereby certify that at a regular meeting of said Board of Supervisors, held telephonically, in said County on the 9th day of November, 2021, **Kyriakos Tsakopoulos** was appointed to serve on **Reclamation District 2035** as it appears in the records of said Board of Supervisors now in my custody.

IN WITNESS WHEREOF, I hereunto affix my hand and the Seal of said Board of Supervisors this 15th day of November, 2021. JULIE DACHTLER, Deputy Clerk of the Board of Supervisors

By: _____
Deputy



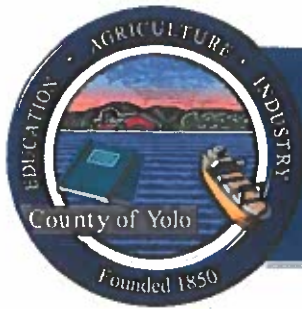
STATE OF CALIFORNIA
COUNTY OF YOLO

I, **Kyriakos Tsakopoulos**, solemnly swear (or affirm) that I will support and defend the Constitution of the United States and the Constitution of the State of California against all enemies, foreign and domestic; that I will bear true faith and allegiance to the Constitution of the United States and the Constitution of the State of California; that I take this obligation freely, without any mental reservation or purpose of evasion; and that I will well and faithfully discharge the duties upon which I am about to enter.

Member's signature

Subscribed and sworn to before me, this _____ day of _____ 20__.

Deputy



Yolo County Strategic Plan Summary 2020-2025



Mission

Making a difference by enhancing the quality of life in our community