Sutter Butte Flood Control Agency

Board of Directors Agenda - Regular Meeting, April 8, 2026, 1 p.m.
City of Yuba City Council Chambers – 1201 Civic Center Blvd., Yuba City

The agenda is posted in the building of the Sutter Butte Flood Control Agency at 1445 Butte House Road. Suite B, Yuba City. The agenda summary, backup materials, and approved minutes are also posted on the Sutter Butte Flood Control Agency website at sutterbutteflood.org. Materials related to an item on this agenda and submitted to the Board of Directors after distribution of the agenda packet are available for public inspection in the office of the Board Clerk at 1445 Butte House Road, Suite B, Yuba City, during normal business hours. In compliance with the American with Disabilities Act, the meeting room is wheelchair accessible and disabled parking is available. If you have a disability and need, disability related modifications or accommodations to participate in this meeting, please contact the SBFCA office at 530-755-9859 or admin@sutterbutteflood.org. Requests must be made one full business day before the start of the meeting.

County of Sutter
Jeff Stephens
Mike Ziegenmeyer
Alt. Karm Bains
Alt. Jeff Boone

County of Butte
Bill Connelly
Tod Kimmelshue

City of Yuba City
Marc Boomgaarden
Dave Shaw
Alt. Toni Cole
Alt. Michael Pasquale

City of Live Oak
Jeramy Chapdelaine
Alt. Nancy Santana

City of Gridley
Bruce Johnson

City of Biggs
Bo Sheppard
Alt. Zach Brown

Levee District 1
Charlie Hoppin
Al Montna
Alt. Gary Marler
Alt. Drew Stresser

Levee District 9
Mike Morris
Chris Schmidl

Persons wishing to address the Board during consideration of matters listed on the agenda will be allowed to do so. Testimony should always begin with the speaker giving his or her name and place of residence. Requests for assistive listening devices or other accommodations, such as interpretive services, should be made through the Sutter Butte Flood Control Agency office at 530-755-9859. Requests should be made at least 72 hours prior to the meeting. Later requests will be accommodated to the extent feasible.

AGENDA SUMMARY

REGULAR MEETING/CALL TO ORDER

- Roll Call
- Pledge of Allegiance

PUBLIC COMMENT

Members of the public will be allowed to address the Sutter Butte Flood Control Agency's Board of Directors on items of interest to the public that are within the subject matter jurisdiction of the Board. Any member of the

audience who may wish to bring a matter before the Board that has not been placed on the agenda may do so at this time; however, State law provides that no action may be taken on any item not appearing on the posted Agenda.

CONSENT CALENDAR

The Consent Calendar groups together those items which are considered noncontroversial or for which prior policy direction has been given to staff and that require only routine action by the Board. The Chair will advise the audience that the matters may be adopted in total by one motion; however, the Board may, at its option or upon request of a member of the public, consider any matter separately.

1. Approval of the Minutes for the March 11, 2026 Regular Board Meeting

2. Approval of Implementation Agreement with the CA Department of Water Resources and approval of an Amendment to the Agreement with R&R Horn Contractors, Inc. for the Oroville Wildlife Area Thermalito Recreation Improvements Project

3. Approval of Task Order 15 Amendments No. 2 and No. 3 with ECORP Consulting Inc. for Environmental Permitting Support for the OWA Robinson's Riffle Project

INFORMATIONAL AND POSSIBLE APPROVAL ITEMS

4. Receive and File Monthly Financial Reports

5. Presentation and File Program/Project Update

CLOSED SESSION

6. Conference with labor negotiator (Executive Director) (Govt. Code 54957.6)

7. Public employee performance evaluation (Executive Director) (Govt. Code 54957(b)(1))

ADJOURNMENT

The next regularly scheduled Board of Directors meeting will be held on Wednesday, May 13, 2026 at 1 p.m.

Sutter Butte Flood Control Agency

Board of Directors Regular Meeting Minutes, March 11, 2026 1 p.m.
City of Yuba City Council Chambers - 1201 Civic Center Blvd., Yuba City, CA

The Sutter Butte Flood Control Agency (Agency) Board of Directors (Board), State of California, met on the above date at 1 p.m. at the City of Yuba City Council Chambers - 1201 Civic Center Boulevard, Yuba City, CA.

These minutes do not represent a transcript of the meeting and are intended to be a summary of the most important points. For a complete record, please refer to the video recording of the meeting, which is posted on SBFCA's website: http:/sutterbutteflood.org/board/meetings-agendas/

MEMBERS PRESENT

County of Butte:	Bill Connelly, Tod Kimmelshue
County of Sutter:	Jeff Stephens, Mike Ziegenmeyer
City of Yuba City:	Marc Boomgaarden
City of Live Oak:	Jeramy Chapdelaine
City of Biggs:	Bo Sheppard
City of Gridley:	Bruce Johnson
Levee District 9:	Mike Morris, Chris Schmidl
Levee District 1:	Charlie Hoppin, Gary Marler

MEMBERS ABSENT: Dave Shaw, Al Montna

STAFF PRESENT: Michael Bessette, Executive Director; Chris Fritz, Director of Engineering, Agency Counsel, Brian Hamilton; Sean Meyers, Budget Manager, and Terra Yaney, Board Clerk

MEETING/CALL TO ORDER
At 1:00 p.m., Executive Director Jeff Stephens opened the meeting and led the group in the pledge of allegiance.

PUBLIC COMMENT
No public comment.

CONSENT CALENDAR

1. **Approval of the Minutes for the February 11, 2026 Regular Board Meeting**

Item 2 was pulled from Consent Calendar for further discussion.

A motion to approve the Consent Calendar was made by Mike Morris and seconded by Bruce Johnson. The motion passed with no objection. The Consent Calendar was approved as follows:

- **Marc Boomgaarden - yes**
- **Jeramy Chapdelaine - yes**
- **Bill Connelly - yes**
- **Charlie Hoppin- yes**
- **Bruce Johnson - yes**
- **Tod Kimmelshue- yes**
- **Gary Marler - yes**
- **Mike Morris**
- **Chris Schmidl– yes**
- **Bo Sheppard– yes**
- **Jeff Stephens – yes**
- **Mike Ziegenmeyer - yes**

No public Comment. The entire discussion and presentation is available on the SBFCA website at: http://sutterbutterflood.org/board/meetings-agendas/

INFORMATIONAL AND POSSIBLE APPROVAL ITEMS

2. **Approval of Plans and Specifications and Consideration of Award of the Oroville Wildlife Area Thermalito Recreation Improvements Project Construction Contract (Contract No. 01-2026-OWAP) to R&R Horn Contractors, Inc.**
   Executive Director Michael Bessette gave a brief background of the project. He reported that the project, part of Oroville Wildlife Area efforts, will construct recreational improvements at the Thermalito Afterbay Outlet, including boat launches, a campground, access roads, parking, a multi-use trail, and supporting amenities. The project is funded through grants from the California Wildlife Conservation Board (WCB) and the California Department of Fish and Wildlife, with coordination from the Department of Water Resources (DWR). It was reported that all the required permits are in place except for approval from the Federal Energy Regulatory Commission (FERC). DWR is anticipating FERC approval to be received in time to begin construction on or about May 15th as called for in our project bid documents.

   Mr. Bessette went on to inform the board that 11 sealed bids were received, with R&R Horn Contractors, Inc. identified as the lowest bidder at $3,922,630, below the Engineer's Estimate of $4.1 million. Due to pending FERC approval, R&R Horn Contractors, Inc. has agreed to postpone the construction contract award deadline by 30 days to allow FERC more time to complete its review and approval process.

   Staff recommends extending the bid guaranty period by 30 days to April 14, 2026, and authorizing the Executive Director to award the contract upon receipt of the FERC approval. If for some reason the FERC approval is not obtained in a timely manner, the Executive Director will return to the Board of Directors at its April meeting to further discuss SBFCA's options.

A motion to approve staff recommendation to extend the bid guaranty period by 30-days and authorize Executive Director to award the construction contract to R&R Horn Contractors, Inc. upon receipt of FERC approval was made by Charlie Hoppin and seconded by Tod Kimmelshue. The motion passed with no objection. The item was approved as follows:

- **Marc Boomgaarden - yes**
- **Jeramy Chapdelaine - yes**
- **Bill Connelly - yes**
- **Charlie Hoppin- yes**
- **Bruce Johnson - yes**
- **Tod Kimmelshue- yes**
- **Gary Marler - yes**
- **Mike Morris**
- **Chris Schmidl– yes**
- **Bo Sheppard– yes**
- **Jeff Stephens – yes**
- **Mike Ziegenmeyer - yes**

3. **Presentation of Agency Audited Financial Statements and Related Reports for Fiscal Year Ending June 30, 2025**
   Budget Manager Sean Myers presented the Agency Audited Financial Statements and Related Reports for Fiscal Year Ending June 30, 2025. He reported that it was a clean audit with no significant findings/weakness. It was reported that the Audited Financial Report will be incorporated into the Agency's Continuing Disclosure report filed as part of our ongoing obligations associated with our outstanding Assessment Bonds. Staff will be posting the Continuing Disclosure Report to the Electronic Municipal Market Access website (https://emma.msrb.org/). The entire report, along with a PowerPoint presentation is available on the SBFCA website at: http://sutterbutterflood.org/board/meetings-agendas/

A motion to approve the Agency Audited Financial Statements and Related Reports for Fiscal Year Ending June 30, 2025 was made by Mike Morris and seconded by Bo Sheppard. The motion passed with no objection. The item was approved as follows:

- **Marc Boomgaarden - yes**
- **Jeramy Chapdelaine - yes**
- **Bill Connelly - yes**
- **Charlie Hoppin- yes**
- **Bruce Johnson - yes**
- **Tod Kimmelshue- yes**
- **Gary Marler - yes**
- **Mike Morris**
- **Chris Schmidl– yes**
- **Bo Sheppard– yes**
- **Jeff Stephens – yes**
- **Mike Ziegenmeyer - yes**

4. **Presentation and File Monthly Financial Report**
   No report**.**

5. **Presentation and File Program/Project Update**
   Executive Director Michael Bessette gave a presentation by outlining the recent and ongoing activities of the agency. He reported that the contractor for the Tudor Flood Risk Reduction project is completing the required submittals for the two pipe installations which will occur this year. The CVFPB and Odysseus Farms completed their negotiations on the encroachment permit. Construction work will start in late April or early May.

   He went on to report that the project team continues to advance the design and permitting work for the Sutter Bypass East Levee repairs. The project team is now advancing the design to a 100% submittal package. The 100% submittal is scheduled to be complete by April 21. He reported that staff is conducting regular meetings with PG&E to discuss details related to the relocation of their power poles along the toe of the levee. In addition, staff continues to coordinate with both DWR and CalOES in order to submit a new funding application under FEMA's Hazard Mitigation Grant Program (HMGP) by spring of 2026.

   Mr. Bessette provided an update on the City of Oroville Levee Repair project. He reported that USACE provided a briefing to the Oroville City Council on the findings and recommendations of the report on February 3rd. USACE will also provide a briefing to the Oroville Citizen's Advisory Commission at their upcoming meeting on April 10.

   It was reported that the WCB Board granted SBFCA $31.9M to fully fund the construction of the OWA Robinson's Riffle Restoration project. The project team is coordinating with CDFW and DWR on the 100% design plans, which are schedule to be completed in April. We anticipate going out to bid in the late fall of 2026 and beginning construction in 2027.

   He went on to report on the upcoming meetings of the agency:
   - Sutter County Hazard Mitigation Plan Update This effort is the FIVE (5) year update. Multiple meetings with the contractor updating the plan.

   - Meeting w/ DWR and Mid/Upper Sacramento Region to discuss Sutter Bypass Masterplan on March 13th

The entire report is available on the SBFCA website at: http://sutterbutterflood.org/board/meetings-agendas/

PUBLIC COMMENT
None

ADJOURNMENT
With no further business coming before the Board, the meeting was adjourned at 1:50 p.m.

ATTEST BY: _____ _____

Terra Yaney, Board Clerk **Board Chair**

Sutter Butte Flood Control Agency

A Partnership for Flood Safety

April 8, 2026

TO: Board of Directors

FROM: Michael Bessette, Executive Director

SUBJECT: Approval of Implementation Agreement with the CA Department of Water Resources and approval of an Amendment to the Agreement with R&R Horn Contractors, Inc. for the Oroville Wildlife Area Thermalito Recreation Improvements Project

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Recommendations

1. Approve and authorize the Executive Director to execute the Implementation Agreement with the CA Department of Water Resources, subject to counsel review and approval, for the Oroville Wildlife Area Thermalito Recreation Improvements Project.
2. Approve and authorize the Executive Director to execute an Amendment to the Agreement with R&R Horn Contractors, Inc. to extend the Bid Guaranty period by an additional 30-days.

Background

Continuing with SBFCA's work on the Feather River West Levee Project and associated Oroville Wildlife Area Project, SBFCA has received grants from both California Wildlife Conservation Board (WCB) and California Department of Fish and Wildlife (CDFW) for construction of recreation improvements at the Thermalito Afterbay Outlet. The work includes the design, permitting, and construction of a new boat ramp and campground adjacent to the Thermalito Afterbay Outlet. The site improvements include two new concrete boat launches (one double wide launch for motorized boats and one for non-motorized boats), a 25-unit primitive campsite with asphalt vehicle spurs and gravel spaces, asphalt access and parking, and a new 3,200-footlong multi-use trail. Various amenities are also planned for the site including two restroom facilities, picnic tables, trash receptacles, and site signage.

The SBFCA project delivery team, along with our project partners CA Department of Fish and Wildlife (CDFW) and CA Department of Water Resources (DWR), have been working on finalizing all the permits and approvals needed for the project to begin construction. All required permits and approvals were completed in March except for the approval needed from the Federal Energy Regulatory Commission (FERC) which has jurisdiction over the project area. DWR is the lead on acquiring FERC approval. DWR is anticipating FERC approval to be received in time to begin construction on or about May 15th as called for in our project bid documents.

Discussion

The Oroville Wildlife Area Thermalito Recreation Improvements Project Construction Contract (Contract No. 01-2026-OWAP) is consistent with SBFCA's Strategic Plan.

IMPLEMENTATION AGREEMENT

DWR owns the land on which the project will be constructed. As such DWR desires to issue to SBFCA an Implementation Agreement authorizing the project activities and also directing SBFCA's actions while implementing and closing out the project. Staff and legal counsel have negotiated the terms of the agreement with DWR and staff recommends moving forward with approving the agreement at this time while final revisions to the agreement are being made by DWR. The draft agreement is included as an attachment.

AMENDMENT TO AGREEMENT WITH R&R HORN

Because FERC has not yet issued the needed approval, it would be premature for the Executive Director, under granted authority from the Board of Directors, to award a contract to R&R Horn Contractors at this time. The original agreement with R&R Horn will expire on April 13 and we don't believe FERC will have approved the project by that date. In order to address this situation, R&R Horn Contractors, Inc. has agreed to postpone the construction contract award deadline an additional 30 days, to May 13th, to allow FERC more time to complete its review and approval process. Today's action approves the additional a 30-day postponement and will allow the Executive Director to award the construction contract to R&R Horn Contractors, Inc. upon receipt of the FERC approval meeting. If for some reason the FERC approval is not obtained in a timely manner, the Executive Director will return to the Board of Directors at its May meeting to further discuss SBFCA's options.

Fiscal Impact

The proposed Agreements are included within the current planned cost estimates for the Oroville Wildlife Area Thermalito Recreation improvements Project. There is no net impact to the currently approved budget as a result of Board's approval of the recommended actions.

Attachments: Implementation Agreement with DWR
Amendment to Agreement between SBFCA and R&R Horn

AGREEMENT FOR THE
OROVILLE WILDLIFE AREA THERMALITO AFTERBAY OUTLET
CAMPGROUND AND BOAT RAMP PROJECT

This Agreement for the Oroville Wildlife Area Thermalito Afterbay Outlet Campground and Boat Ramp Project ("Agreement") is made and entered into as of the date of last execution written below (the "Effective Date"), by and between the California Department of Water Resources ("DWR") and the Sutter Butte Flood Control Agency ("SBFCA"). DWR and SBFCA are hereinafter at times collectively referred to as the "Parties" and individually as a "Party."

RECITALS

A. DWR is the owner of certain real property located in the County of Butte, State of California, described in part in the legal description attached hereto as Exhibit A and depicted as Parcel 1 on the map attached hereto as Exhibit B (Parcel 1 is known as portions of County Assessor's Parcel Nos. 030-340-033 and 025-350-999, and is additionally known as DWR Parcel Nos. ORO-B-0019, ORO-B-0020, ORO-B0021, ORO-B-0040, and TPPA-0060), comprising approximately 46.8 acres, located in an area known as the Oroville Wildlife Area ("OWA") of the Thermalito Afterbay referred to herein as "DWR Property". State Lands Commission ("SLC") is the owner of certain real property located in the County of Butte, State of California, described in part in the legal description attached hereto as Exhibit A and depicted as Parcel 2 on Exhibit B, Parcel 2 is known as a portion of County Assessor's Parcel No. 025-350-999, and consists of lands within the Feather River below the low water line, comprising approximately 1.8 acres, referred to herein as "SLC Property". The DWR Property and SLC Property identified herein are collectively referred to herein as "Property".

B. The SLC has determined this Project (defined below) qualifies as a project under a 1979 Memorandum of Understanding between DWR and SLC. Therefore, DWR does not need to obtain a lease from the SLC to complete the Project. A letter from SLC, dated March 18, 2025, is included as Exhibit C. SLC stated that upon receipt of a fully executed copy of this Agreement, SLC will revise its letter to explicitly provide SBFCA permission from SLC to enter the SLC Property for the purposes of the Project (defined below).

C. DWR constructed and operates the Oroville Facilities, FERC Project No. 2100 ("Oroville Facilities"). The Oroville Facilities were developed as part of the California State Water Project ("State Water Project") and are operated to provide water supply, power generation, improve water quality in the Sacramento and San Joaquin Delta, manage Feather River floodwaters, provide recreation, and to mitigate or enhance fish and wildlife habitat. The facilities operate under a 50-year license originally issued to DWR, as Licensee, by the Federal Energy Regulatory Commission ("FERC") on February 11, 1957, ("FERC License") which

is pending relicensing. The original license is reauthorized annually since its expiration in 2007, and DWR will continue to seek reauthorization annually until a renewed license is issued.

D. The Property, with other property, is within the boundaries of the Oroville Facilities and as part of relicensing, is subject to that certain Settlement Agreement for Licensing of the Oroville Facilities, March 2006 ("Settlement Agreement"). The Settlement Agreement contains recommendations to FERC for measures to be included in the new license, including recreation enhancements in the OWA. This Agreement does not modify the Settlement Agreement or change the recommendations therein.

E. Oroville Wildlife Area Thermalito Afterbay Outlet Campground and Boat Ramp Project ("Project") will consist of a construction project for new recreation improvements to the Property to be wholly designed, managed, built, and completed by SBFCA and/or its contractors. The Project's main improvements consist of improved campsites, paved access roads, paved parking areas, a concrete launch ramp for trailered boats, a non-paved launch ramp for car-top boats, day-use areas with picnic tables, recreational paths, vault restrooms, trash receptacles, signage, native landscaping, and Americans With Disabilities Act (ADA) compliant accessibility throughout the Project site pursuant to the Final Project Plans and Specifications dated _____, 2026 ("Final Project Plans") and attached hereto as Exhibit D.

F. Formation of SBFCA is by the Sutter-Butte Flood Control Agency Joint Exercise of Powers Agreement dated December 3, 2007, ("JPA") and is composed of the cities of Biggs, Gridley, Live Oak, and Yuba City, the counties of Sutter and Butte, and Levee Districts 1 and 9. The SBFCA Board of Directors ("SBFCA Board") is the sole authorizing body for all SBFCA operations and actions. All SBFCA programs, projects, funding, financing and policy decisions are approved by the SBFCA Board unless authority has been delegated to the Executive Director. The SBFCA Board is composed of 13 regular members, each of whom is a representative of a SBFCA member agency. Recital D of the JPA identifies the need for local assurance and participation in the expenditure of bond funds for multiple purposes, including natural resource protection and park improvements. SBFCA seeks to enter into this Agreement for the purpose of enhancing regional parks and recreation amenities benefiting their constituents and enhancing their multi-benefit flood protection project portfolio to improve their competitive status in the pursuit of additional funding that supports JPA purposes.

G. The Project is also pursuant to the construction-related provisions defined in the Project Recreation Facilities and the Recreation Facility Development Program, among other provisions, in the Recreation Management Plan. The Recreation Management Plan provides that DWR is responsible for ensuring that all Project No. 2100 required improvements, maintenance, and studies mandated by FERC

are properly carried out. This Agreement does not modify the Recreation Management Plan.

H. The Project will be funded with grant funds as specified below from the California Wildlife Conservation Board ("WCB") and the California Department of Fish ("CDFW") to SBFCA as the Grantee. SBFCA shall be solely responsible for all grant conditions and payment of any remaining funds necessary to complete the Project.

I. In its Notice of Determination, dated January 30, 2025 ("NOD"), the Central Valley Regional Water Quality Control Board, as a Responsible Agency, considered the determination made by SBFCA, the applicant for the Project, which concluded that the DWR Environmental Impact Report ("EIR") for the Oroville Facilities Relicensing FERC Project No. 2100 referred to therein adequately identified the environmental effects of the Project, and that no subsequent or supplemental EIR was required for the Project. The NOD specified that mitigation measures were made a condition of the approval of the Project, that a mitigation reporting or monitoring plan was adopted for this Project, that a Statement of Overriding Considerations was not adopted for this Project, and findings were made pursuant to the provisions of CEQA. The NOD was filed on January 31, 2025, as State Clearinghouse Number 2001102011.

J. This Agreement is intended to describe the Parties' roles and responsibilities as necessary for the Project.

Now, therefore, in consideration of good and valuable consideration, the receipt and adequacy of which the Parties mutually acknowledge, the Parties agree as follows:

AGREEMENT

1. Project. SBFCA agrees to provide all services and funds necessary for construction of the Project including, but not limited to, all planning and design, construction management, environmental services, mitigation, permitting, bidding and award, construction contracting, monitoring, engineering, construction, Project site security, as-constructed Project plans and specifications, and final and annual reporting. The Project is described in the WCB Grant Agreement and the CDFW Grant Agreement ("Grant Agreements" defined below). Notwithstanding the foregoing, SBFCA shall not provide FERC coordination for the Project, pursuant to section 7 below.

2. Grant Agreements and Project Costs. SBFCA has entered into the following two Grant Agreements to fund the Project:

    a) WCB pursuant to Grant Agreement WC-2334CA, maximum grant amount $4,415,000 as amended by Amendment No. 1 dated July 9, 2025 and by

Amendment [insert $300k increase info here] (WCB Grant Agreement), and attached hereto as Exhibit E; and

b) CDFW, pursuant to Grant Agreement Q2396801 executed October 12, 2023, as amended by Amendment Q2396801,02 executed November 4, 2024, and by Amendment Q2396801, 03 last executed August 29, 2025, maximum grant amount $3,305,756 (CDFW Grant Agreement), and attached hereto as Exhibit F.

The Project budget ("Final Project Budget") is attached hereto as Exhibit G.

The WCB Grant Agreement states a Project completion date of December 31, 2027. The CDFW Grant Agreement states a Project construction completion date of December 15, 2026, with a Project completion report of March 31, 2027. The Grant Agreements' completion dates are stated above, but the Construction Completion date (defined below) requires conditions be met; thereby making the Construction Completion date unknown at the time of this Agreement's execution.

SBFCA shall be solely responsible for all fees, costs, charges, change orders, and expenses of the Project of any kind whatsoever ("Project Costs") including any amounts above the Final Project Budget for any reason including, but not limited to, whether all or a portion of the funds pursuant to the Grant Agreements are delayed, not received, not paid, or paid and required to be returned to Grantor(s) or there are change orders or changes in conditions that increase the Project Costs. In no event shall DWR be responsible or liable to provide any Project Costs.

3. Construction Completion. Construction will be deemed completed ("Construction Completion") upon all of the following: (a) SBFCA completes all payments related to Project Costs including any liens, but excluding costs associated with the Habitat Mitigation and Monitoring Plan described below; (b) SBFCA's California Registered Civil Engineer certifies the Project has been completed in accordance with the Final Project Plans, as may have been modified by any change orders, by signing a certification with their license number, the date, and stamping the certification; (c) WCB, as the only grant provider that will approve the completion of the Project, provides its approval; and (d) DWR provides SBFCA with written notice it accepts the construction as complete. SBFCA shall diligently work to meet conditions (a) and (b) above and shall provide WCB any requested document or conduct any necessary work to meet condition (c) above. DWR shall provide SBFCA with written notice it accepts the construction as complete within 45 days after conditions (a), (b), and (c) are met unless DWR has concerns with the construction that requires SBFCA action to resolve. Within a reasonable amount of time following Construction Completion, SBFCA shall provide DWR with a complete set of final as-constructed Project plans and specifications signed and stamped by SBFCA's engineer.

4. Transfer of Project. Upon Construction Completion, SBFCA forever releases and discharges any right or interest in the constructed facilities as described in the Project plans and specifications to DWR. SBFCA agrees to facilitate, cooperate, obtain, and execute any necessary permit transfer documents or any other documents needed to facilitate the transfer of the Project to DWR ("Project Transfer Documents").

5. Habitat Mitigation and Monitoring Plan (HMMP). The Streambed Alteration Agreement (SAA) between SBFCA and CDFW for this Project requires, among other things, SBFCA to develop a HMMP and monitor the site for at least three (3) years. The SAA states, in relevant part: "No later than 60 days before the start of construction activities, Permittee shall submit to CDFW, for review and approval, an HMMP that describes on-site habitat enhancement activities. The HMMP shall outline how Permittee will mitigate for the permanent loss of 0.398 acres of habitat." The SAA also states what information must be in the HMMP. On March ____, 2026, the HMMP was approved by CDFW attached hereto as Exhibit H. SBFCA shall comply with the HMMP. As stated in the SAA, monitoring shall be at least three (3) years and SBFCA is responsible for all HMMP requirements during the monitoring period. Further, SBFCA shall be solely responsible for any violations of the HMMP and must comply with any CDFW requirements related to the HMMP.

6. Guarantees and Warranties. Upon Construction Completion, SBFCA assigns to DWR any guarantees and warranties applicable to the Project, including, but not limited to, any design and construction guarantees and warranties.

7. Conditions Precedent to Awarding a Construction Contract. Prior to award of a construction contract for the Project ("Construction Contract"), all conditions precedent shall have been satisfied, as follows:

    a) All Other Project Approvals. SBFCA is the applicant for the Project for CEQA purposes. All required Project applications and mitigation measures and adoption of a mitigation reporting or monitoring plan (and any amendments, modifications, or changes thereto prior to Construction Completion) are the sole responsibility of SBFCA and shall be completed by SBFCA. All required Project approvals, certifications, and permits are the sole responsibility of SBFCA and shall be received by SBFCA. Excepting therefrom are any applications to, communications with, or approvals from FERC, which will solely be performed by DWR. SBFCA must provide DWR a copy of all permits necessary for the Project and SBFCA must receive DWR's written approval of the permits prior to awarding the Construction Contract. DWR may withhold approval if, in DWR's sole and absolute discretion, it determines any permit condition or requirement is unacceptable. DWR's granting or withholding of approval shall not result in any claim or liability against DWR.

b) Compliance with Grant Agreements. SBFCA shall comply with all terms and conditions of both the WCB Grant and the CDFW Grant and shall not be in default of any provision thereof before awarding the Construction Contract. SBFCA is solely responsible for compliance with all Grant Agreements.

c) FERC Approval. *[This paragraph is still being finalized. But there will be a condition that the right of entry, construction activities, etc. cannot occur until FERC approves the project. DWR has no guarantee that FERC will approve the project or how long it will take]*

d) Insurance and Bonds. SBFCA shall provide DWR the proposed Construction Contract which shall require the contractor obtain insurance and bond coverage to the satisfaction of DWR.

e) License for Entry. DWR shall grant to SBFCA and its contractor(s) a license for entry upon DWR's Property for the purpose of construction of the Project ("License Agreement"), attached hereto as Exhibit J.

8. Project Management and Construction. SBFCA shall be the sole Party responsible for management and construction of the Project including, but not limited to, all aspects of pre-planning, design, planning, permitting, and construction of subsurface, surface, and above-ground structures, facilities, fixtures, and improvements as specified in the Final Project Plans. Any review and acceptance by DWR of the Final Project Plans or change orders shall not subject DWR to any liability, nor shall any such review and acceptance by DWR modify or limit SBFCA's liability under this Agreement.

9. Change Orders. SBFCA will provide notice to DWR of any proposed change order to the Final Project Plans. DWR will respond to any proposed change order with comments or state it has no comments within a reasonable time after receipt of the change order, understanding that time is of the essence during construction. SBFCA shall make any modifications necessary to resolve DWR's comments. Only after SBFCA receives a written response from DWR that DWR has no comments shall SBFCA authorize the proposed change order.

10. Compliance with Project Monitoring Plan Requirements. SBFCA shall be solely responsible for observing and complying with all applicable requirements and conditions of permits, including but not limited to, special environmental considerations, performance measures, requirements for monitoring during construction, and other applicable requirements and conditions. SBFCA shall be solely responsible for any permit violations.

11. Compliance with Applicable Laws. SBFCA shall be responsible for complying with all applicable federal, state, and local laws, rules, and regulations.

12. Accounting/Records/Audits. SBFCA shall maintain complete and accurate records of all Project Costs, in accordance with generally accepted accounting principles and practices, and shall retain said records for at least three years after final disbursement of all funds. During such time, SBFCA shall make said records available (or cause them to be made available) to DWR or its designee for inspection and audit purposes during normal business hours.

13. Covenants by SBFCA. SBFCA covenants and agrees that (a) the Final Project Budget attached hereto as Exhibit G is true, correct, and complete; (b) the Final Project Plans attached hereto as Exhibit D are true, correct, and complete; (c) SBFCA shall meet all deadlines within the Grant Agreements; (d) after Construction Completion, SBFCA shall cooperate with all requirements for Project Transfer Documents; and (e) SBFCA shall meet all its requirements set forth in this Agreement.

14. Prohibition on Liens. SBFCA shall keep the Property free from any liens arising out of any work performed, materials furnished, or obligations incurred by SBFCA and shall indemnify, hold harmless, and defend DWR from any such liens and encumbrances arising out of any work performed or materials furnished by or at the direction of SBFCA or its contractor(s). SBFCA shall, within thirty (30) days after being furnished notice of the filing of any such lien, take action, whether by bonding or otherwise, as will remove or satisfy any such lien.

15. SBFCA is not an Agent of DWR. SBFCA and any agents, officers, and employees of SBFCA in the performance of this Agreement shall act in an independent capacity and not as officers, employees, or agents of DWR. DWR assumes no liability for the actions of SBFCA or SBFCA's agents, officers, or employees in the performance of the obligations pursuant to this Agreement.

16. Termination. In addition to termination pursuant to section 7 of this Agreement, this Agreement may be terminated at any time by the written consent of the Parties.

17. Resolution of Disputes. The Parties agree that in the event of a dispute between the Parties, the Parties shall, and prior to instituting any legal action with respect thereto, the disputing party ("Disputing Party") shall provide the other party ("Responding Party") with notice in writing of the alleged dispute and shall request that good faith negotiations be commenced. For purposes of the language in this section, the Disputing Party and Responding Party are sometimes hereinafter jointly referred to as the "Parties" and individually as a "Party." The Responding Party shall reply in writing to the notice of dispute within

ten (10) calendar days of the date of notice. The Parties thereafter will commence in good faith to attempt to resolve such dispute by good faith negotiations that shall include representatives of each side with decision-making authority and shall continue thereafter to engage in such discussions as often as they reasonably deem necessary or productive to exchange information and to attempt to resolve the dispute or claim. Each Party shall include in its good-faith negotiations any relevant third parties related to the dispute, including, but not limited to, any client agencies, experts, managers, construction managers, project leads, design professionals and contractors. If the good faith negotiations result in a resolution, the Parties shall memorialize the resolution in writing, signed by all Parties.

If the Parties are unable to resolve the dispute within thirty (30) calendar days after the date of the Responding Party's reply, each Party shall elevate the dispute to its next-level senior executive with decision-making authority. Within thirty (30) calendar days of the elevation to next-level senior executives, each Party shall notify the other Party in writing of its elevation of the dispute and shall provide the name and contact information for its senior level representative. The senior level executives representing each Party thereafter will commence in good faith to attempt to resolve such dispute. If the good faith negotiations result in a resolution, the Parties shall memorialize the resolution in writing, signed by all Parties.

If the Parties are unable to resolve the dispute within thirty (30) calendar days of elevating the dispute to senior level representatives, then any Party may request that the Parties engage in alternative dispute resolution, including but not limited to non-binding mediation. If the non-requesting Party refuses or if the Parties agree not to engage in alternative dispute resolution or if alternative dispute resolution is unsuccessful, each Party shall have all rights and remedies available in law and equity, except to the extent that such rights are expressly limited elsewhere herein.

18. Indemnity. SBFCA agrees to indemnify, protect, and hold harmless DWR and its officers, employees, contractors, agents, representatives, transferees, successors, and assigns (each, an "Indemnitee" and collectively, "Indemnitees") from and against all claims, losses (including, but not limited to, diminution in value), actions, demands, damages, costs, expenses (including, but not limited to, experts fees and reasonable attorneys' fees and costs), and liabilities of whatever kind or nature (collectively, "Claims"), including Claims arising from the passive or active negligence of SBFCA, which result from, arise from, or are in any way connected with this Agreement or the Project, including those for whom SBFCA is legally responsible, including, but not limited to, Claims arising out of: (1) injury to or death of persons; (2) injury to property; (3) violation of any law, statute, or regulation or noncompliance with any legal requirement; (4) the release or discharge, or the threatened release or discharge, of any hazardous materials; or (5) payment of contractors, subcontractors, laborers, and/or

equipment or material suppliers. The obligations of SBFCA under this paragraph shall survive termination of this Agreement.

19. Insurance Requirements. Before construction can begin, SBFCA shall obtain from the contractor and subcontractor(s) and provide to DWR evidence of insurance against all claims and liability for which SBFCA, or SBFCA's contractor and subcontractors, may be liable under this Agreement, and include SBFCA and DWR and their officers, employees, agents, and representatives as additionally insured. The insurance must meet these requirements:

    a) All insurance companies must carry an AM Best rating of at least "A–" with a financial classification rating not less than IV;

    b) Auto liability with a limit of no less than $2,000,000 for each accident. Coverage shall be for all owned, hired, and non-owned autos;

    c) Workers' compensation insurance that satisfies California statutory limits and with employers' liability of no less than $1,000,000. The workers' compensation policy shall include a waiver of subrogation in favor of the SBFCA;

    d) Builders Risk Policy [we are still finalizing how this will be handled]

    e) Compliance with Grant Agreements. SBFCA shall comply with all terms and conditions of both the WCB Grant and the CDFW Grant and shall not be in default of any provision thereof before awarding the Construction Contract. SBFCA is solely responsible for compliance with all Grant Agreements.

    f) Such policies shall not contain any provision against cross liability between named insureds and shall include a 30-day notice provision for termination by the insurer of such policy(ies).

    g) Such insurance coverage shall be in effect at all times before construction begins until Construction Completion. In the event such insurance coverage expires at any time prior to completion of construction, SBFCA shall file with DWR at least 30 days prior to such date of expiration, a new certificate of insurance evidencing coverage as provided for herein.

    h) DWR shall not be responsible for any premiums, deductibles, or assessments on the policies.

    i) SBFCA shall be liable for the full amount even if the amount of liability exceeds the amount of the insurance policy maximum.

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j) SBFCA shall provide copies of insurance policies before construction begins or anytime requested during construction.

20. Material and Labor Payment Bond; Performance Bond. Before construction can begin, SBFCA shall obtain from the contractor a material and labor payment bond and a performance bond and provide those bonds to DWR. The bonds by their terms shall remain in full force and effect and SBFCA shall ensure the contractor maintains it in full force and effect until Construction Completion pursuant to section 3 of this Agreement. Each bond shall be for not less than one hundred percent (100%) of the bid amount for the Project. The bonds shall be issued by an admitted surety insurer licensed by the California Insurance Commissioner to transact surety business in California with a A.M. Best Company Financial Strength Rating of "A-" or better and a Financial Size Category of "IV" or higher and licensed to do business in the State of California.

21. Notices. Any notice, demand, request, consent, or approval that a Party desires or is required to give to the other Party under this Agreement shall be in writing. Notices may be transmitted by any of the following means: by delivery in person; by certified U.S. mail, return receipt requested, postage prepaid; by "overnight" delivery service; provided that next-business-day delivery is requested by the sender; or by electronic means.

    Notices delivered in person will be deemed effective immediately on receipt (or refusal of delivery or receipt). Notices sent by certified mail will be deemed effective given ten (10) calendar days after the date deposited with the U.S. Postal Service. Notices sent by overnight delivery service will be deemed effective one business day after the date deposited with the delivery service. Notices sent electronically will be effective on the date of transmission, which is documented in writing. Notices sent to a Party with multiple electronic addresses shall send the notice to all the electronic addresses provided. Notices shall be sent to the below addresses. A Party may, by written notice to all other Parties, designate a different address that shall be substituted for the one below.

    Notices under this Agreement shall be given as follows:

    To DWR: DWR, Oroville Field Division
    Division Manager
    460 Glen Drive
    Oroville, CA 95966
    Scott.Turnquist@water.ca.gov with cc's to Eric.See@water.ca.gov and Andrew.Bambauer@water.ca.gov.

    To SBFCA: Michael Bessette
    Executive Director

Sutter Butte Flood Control Agency
PO Box M
Yuba City, CA 95992
m.bessette@sutterbutteflood.org

22. Notification. SBFCA shall notify DWR in writing within three (3) business days of any investigation, order or enforcement proceeding which in any way relates to the Project, or to any contamination or suspected contamination on, within or underlying the Property. Such notice shall include a complete copy of any document which may have been issued, executed or proposed, whether draft or final. As to this paragraph, "contamination" shall include, but not be limited to, the release or suspected release of any hazardous or toxic substance, material or waste, petroleum or petroleum products, and other substances that present a threat to human health or the environment.

    SBFCA shall also notify DWR in writing within twenty-four (24) hours of any death, serious injury, or rescue on DWR Property or SLC Property related to the Project. SBFCA shall provide DWR any information DWR requests related to a death, serious injury, or rescue within twenty-four (24) hours of such request. As for this paragraph, "serious injury" includes any injury that results in treatment at a medical facility or a response by SBFCA or its contractor or another trained professional.

23. No Third-Party Beneficiaries. Except as expressly provided to the contrary herein, this Agreement is intended solely for the benefit of the Parties and shall not be construed to create any rights in any other person or entity.

24. Governing Law. This Agreement shall be governed by, interpreted under and construed and enforced in accordance with, the laws of the State of California, without giving effect to its conflicts of laws principles.

25. Venue: The Parties hereby agree that any action arising out of this Agreement shall be filed and maintained in the Superior Court in and for the County of Sacramento, California.

26. Severability. If any provision of this Agreement shall be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall remain in full force and effect, and each provision of this Agreement shall be valid and enforced to the full extent permitted by law, provided the material provisions of this Agreement can be determined and effectuated.

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27. Entire Agreement. This Agreement sets forth the entire understanding and agreement of the Parties and shall supersede any other agreements and understandings (written or oral) between the Parties on or prior to the date of this Agreement with respect to the subject matter of this Agreement.

28. Authority to Sign. The Parties represent and warrant that the person executing this Agreement on behalf of each respective Party has full power and authority to enter into this Agreement.

29. Amendment, Modification, and Waiver. No amendment or modification to any term or provision of this Agreement or waiver of any covenant, obligation, breach or default under this Agreement shall be valid unless in writing and executed and delivered by each of the Parties. No waiver of any provision of this Agreement by a party shall be construed as a waiver of any subsequent breach or failure of the same term or condition, or as a waiver of any other provision of this Agreement.

30. No Assignment or Transfer. This Agreement is not assignable or transferable by any Party, either in whole or in part, without the prior written consent of the non-requesting Parties who may grant or withhold consent within their discretion.

31. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

32. Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which counterparts together shall constitute one agreement with the same effect as if the Parties had signed the same signature page. The Parties agree to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ((CUETA) Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The Parties further agree that the electronic signatures of the Parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures.

EXHIBITS

Each of the Exhibits referenced in this Agreement is incorporated by reference as though set forth in full herein. The following Exhibits are attached to this Agreement:

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Exhibits A&B: Property Legal Description and Map
Exhibit C: State Lands Commission Approval
Exhibit D: Final Project Plans
Exhibit E: WCB Grant Agreement
Exhibit F: CDFW Grant Agreement
Exhibit G: Final Project Budget
Exhibit H: HMMP
Exhibit I: FERC Request
Exhibit J: Form of License Agreement

IN WITNESS WHEREOF, the Parties' duly authorized representatives hereto have executed this Agreement.

California Department of Water Resources

_____ _____
Name: _____ Date
Title: _____

Sutter Butte Flood Control Agency

_____ _____
Name: Michael Bessette Date:
Title: Executive Director

PRELIMINARY DRAFT

Project: Oroville Wildlife Area Thermalito Afterbay Outlet Campground and Boat Ramp Project

APN: _____

Parcel No.: _____

State of California

California Natural Resources Agency

DEPARTMENT OF WATER RESOURCES

LICENSE AGREEMENT

The Department of Water Resources of the State of California, hereinafter referred to as DWR, licenses revocable, nonexclusive use of DWR property, hereinafter referred to as PREMISES, at the location and under conditions set forth in Sections 1 and 2 and as described in Exhibit A of this License Agreement for construction of the Oroville Wildlife Area Thermalito Afterbay Outlet Campground and Boat Ramp Project (Project) and for completing the Habitat Mitigation and Monitoring Plan. DWR and the Sutter Butte Flood Control Agency herein after referred to as SBFCA and at times collectively referred to as the "Parties" and individually as a "Party."

SECTION 1

LICENSEE: Sutter Butte Flood Control Agency

LICENSEE ADDRESS PO Box M

Yuba City, CA 95992

AND PHONE: (530) 755-9859

STATE ADDRESS: Department of Water Resources

Division of Engineering

Real Estate Branch

Post Office Box 942836

Sacramento, CA 94236-0001

LOCATION: Butte County. See Exhibit A (map)

LICENSED USE: For construction of the Oroville Wildlife Area Thermalito Afterbay Outlet Campground and Boat Ramp Project, or, as referred to by SBFCA as Oroville Wildlife Area Thermalito Recreation Improvements Project and for completing the Habitat Mitigation and Monitoring Plan.

IMPROVEMENTS LICENSED FOR USE: None.

TERM: December 31, 2029, unless extended by mutual agreement and signed by both parties.

LICENSE FEE: $0 annual fee

INSURANCE REQUIRED: ☐ yes ☒ no

CONSENT OF TENANT REQUIRED: ☐ yes ☒ no

SPECIAL CONDITIONS: This License Agreement is being provided in conjunction with the Agreement for the Oroville Wildlife Area Thermalito Recreation Improvement Project. This License Agreement allows SBFCA and its Project contractor to access the PREMISES to construct the Project and complete the Habitat Mitigation and Monitoring Plan.

SECTION 2

1. **USE OF PREMISES:** LICENSED USE is to be strictly construed. SBFCA shall not use or permit use of any part of PREMISES for any purpose or purposes other than the use herein above specified. This License Agreement is revocable permission, grants no interest in real property to SBFCA for the use herein licensed, and STATE does not warrant that the land is capable of being used for the licensed use. This License Agreement and the uses licensed hereunder are not assignable.

   SBFCA shall exercise reasonable care that no damage shall occur to PREMISES and shall not do or permit any act or thing to be done upon the PREMISES which is a nuisance or which may disturb the quiet enjoyment by DWR or interfere with the operations of DWR or any tenant of the LICENSED USE property.

   Licensed uses shall be subordinate to all existing easements, covenants, servitudes, licenses, and rights of way for canals, ditches, levees, roads, highways, telegraph, telephone and electric power lines, railroads, pipeline, and other purposes whether recorded or not and rights of others under any existing oil, gas, or mineral lease, or other leases or uses affecting the PREMISES or any portion thereof, whether recorded or not.

2. **DAMAGE:** In the exercise of the rights herein granted, SBFCA is responsible for any damage, destruction, or loss occurring to the PREMISES or facilities of DWR, its water contractors, lessees, licensees, permittees, or other members of the public caused by SBFCA or its contractor. SBFCA shall indemnify and save harmless DWR for all such damage, destruction, or loss pursuant to the Agreement for the Oroville Wildlife Area Thermalito Afterbay Outlet Campground and Boat Ramp Project, or at the option of DWR, SBFCA shall repair or replace said property to the satisfaction of DWR.

3. **HAZARDOUS MATERIALS:** SBFCA shall not possess, use, or dispose of any hazardous materials or waste on DWR's property, or cause to be possessed, used, or disposed, without the express written consent of DWR.

4. **VACATION:** SBFCA agrees to vacate PREMISES within twenty-four (24) hours in the event of emergency as determined by DWR.

5. **DEFAULT, ENFORCEMENT OR BREACH COSTS:** SBFCA shall pay, upon demand, all costs and expenses (including attorney's fees in a reasonable amount) incurred by DWR to enforce any of the covenants, conditions, and provisions of this License Agreement, or to dispossess SBFCA, irrespective of whether or not court action shall be brought.

NOTIFICATION: Any notice or demand by either party to the other in connection with this License Agreement shall be deemed to be fully given or made when written and deposited in a sealed envelope in the United States mail, registered or certified and postage prepaid, and addressed to the party to whom given at the address specified in Section 1. Either party may change its address by giving the other party written notice of its new address as herein provided. DWR may give notice by phone to SBFCA in emergency situations which may require SBFCA to vacate PREMISES within twenty-four (24) hours.

7. **NO THIRD-PARTY BENEFICIARIES**: This License Agreement shall not confer any rights or remedies on any person other than the Parties and their respective successors or assigns.

8. **AMENDMENT, MODIFICATION, AND WAIVER**: No amendment or modification to any term or provision of this License Agreement or waiver of any covenant, obligation, breach or default under this License Agreement shall be valid unless in writing and executed and delivered by each of the Parties. No waiver of any provision of this License Agreement by a Party shall be construed as a waiver of any subsequent breach or failure of the same term or condition, or as a waiver of any other provision of this License Agreement.

9. **EXECUTION IN COUNTERPARTS**: This License Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which counterparts together shall constitute one agreement with the same effect as if the Parties had signed the same signature page.

ACCEPTED:

Sutter Butte Flood Control Agency

_____

Michael Bessette, Executive Director

Date: _____

APPROVED:

DEPARTMENT OF WATER RESOURCES
OF THE STATE OF CALIFORNIA

_____

Kacy Kimball, Manager
Property Management Unit and
Encroachment Permit Section

Issued Date: _____

PRELIMINARY DRAFT

LICENSE AGREEMENT

EXHIBIT A

(Map)

a)

AMENDMENT TO AGREEMENT

This Amendment to Agreement ("Amendment") is entered between Sutter Butte Flood Control Agency ("SBFCA") and R&R Horn Contractors Inc. ("R&R Horn"). SBFCA and R&R Horn are sometimes referred to individually as a "Party" and collectively as the "Parties."

RECITALS

A. On December 9, 2025, SBFCA opened bids for Contract No. 01-2026-OWAP ("Contract") for the Oroville Wildlife Area Thermalito Afterbay Recreation Improvements Project ("Project").

B. The bid documents for the Contract called for a bid security guaranty of ninety-five (95) calendar days from bid opening, which is March 14, 2026.

C. SBFCA received eleven bids and R&R Horn is the lowest responsive and responsible bidder for the Project and SBFCA desires to award the Contract to R&R Horn.

D. SBFCA has adopted a budget which includes the funding to construct the Project.

E. SBFCA has applied for all the regulatory permitting and approvals to construct the Project and only the pending approval from the Federal Energy Regulatory Commission (FERC) is preventing SBFCA from awarding the Contract by March 14, 2026.

F. On March 11, 2026, the Parties entered into the Agreement ("Agreement") to extend the bid security guaranty an additional thirty (30) calendar days to allow for FERC regulatory approval to be completed. The Parties acknowledge that FERC regulatory approval is necessary to award the Contract. The thirty (30) calendar day extension pushed the potential Contract award date to April 13, 2026.

G. Through this Amendment, the Parties agree to extend the bid security guaranty period an additional thirty (30) calendar days to allow for FERC regulatory approval to be completed. The Parties acknowledge that FERC regulatory approval is necessary to award the Contract. The additional thirty (30) calendar day extension will extend the potential Contract award date to May 13, 2026.

TERMS

NOW, THEREFORE, the Parties agree as follows:

1. Extension. The bid security guaranty period is extended from ninety-five (95) calendar days to one hundred and fifty-five (155) calendar days from the bid opening on December 9, 2025. The new date for bid acceptance by SBFCA is up to and including May 13, 2026.

2. Bid to Remain Open. R&R Horn agrees to maintain its bid pricing through May 13, 2026, and that SBFCA can accept its bid up to and including that date.

3. Bid Security. R&R Horn's bid shall continue to be secured by the bid bond issued by Western Surety Company through May 13, 2026.

4. Submittals. In order to advance the submittal review process prior to Contract award, both Parties agree to begin the submittal review and approval process work at their own risk. If the Contract is not awarded, any costs incurred during the submittal process will be the responsibility of the Party incurring those costs and each Party agrees that it will not look to the other Party for reimbursement of those costs.

5. Schedule. R&R Horn represents and warrants that the extension of time for bid acceptance set forth in this Amendment will not impact its ability to complete the Project in accordance with the dates set forth in SP-4 of the Special Provision.

6. Agreement Provisions. All other provisions of the Agreement remain in full force and effect.

7. Counterparts. This Amendment may be executed in counterparts, each of which is deemed an original, but all of which constitute one and the same agreement. Delivery of an executed counterpart of this Amendment electronically or by facsimile shall be effective as delivery of an original executed counterpart of this Amendment.

8. Authorization. Each of the persons executing this Amendment represents and warrants that he/she is duly authorized to act on behalf of entities obligated by the terms hereof, and that their execution of this Amendment binds the entities on whose behalf they have executed this Amendment.

9. Effective Date. This Amendment shall become effective on the date when the last Party to sign has executed it. If a Party fails to date the Amendment upon signing, the effective date of their signature shall be the date it was delivered to the other Party. The Party receiving an undated signature may insert the date of receipt in the Amendment.

IN WITNESS WHEREOF, the Parties hereto have entered into this Amendment on the date(s) set forth below:

SUTTER BUTTE FLOOD CONTROL AGENCY

By: _____ Date: _____

Michael W. Bessette, PE
Executive Director

R&R HORN CONTRACTORS, INC.

By: _____ Date: _____

Title:

4998016

Sutter Butte Flood Control Agency

A Partnership for Flood Safety

April 8, 2026

TO: Board of Directors

FROM: Michael Bessette, Executive Director
Chris Fritz, Director of Engineering

SUBJECT: Approval of Task Order 15 Amendments No. 2 and No. 3 with ECORP Consulting Inc. for Environmental Permitting Support for the OWA Robinson's Riffle Project

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Recommendation

It is recommended that the Board of Directors:

1. Approve and authorize the Executive Director to execute Task Order 15 Amendments No. 1 and No. 2 with ECORP Consulting, Inc. (ECORP) in the amount of $198,873 to provide environmental permitting support services for the Oroville Wildlife Area (OWA) Robinson's Riffle Project under the Master Services Agreement, subject to legal counsel's final review and approval.

Background

In 2017, SBFCA issued a Request for Qualifications (RFQ) for consulting firms to provide Environmental Services for SBFCA's program. Services requested included: CEQA/NEPA Environmental documents, permitting, ESA/CESA compliance, cultural resources, mitigation monitoring and implementation. Seven firms submitted Statements of Qualifications and three firms were interviewed by a four-person interview panel consisting of the Board Chair, Executive Director, Director of Engineering, and Agency Counsel. ECORP was unanimously selected as the top firm to provide the requested services. On July 12, 2017 the SBFCA Board approved a Master Services Agreement with ECORP.

Continuing with SBFCA's work on the Feather River West Levee Project and associated Oroville Wildlife Area Project, SBFCA was awarded a grant from the California Department of Fish and Wildlife (CDFW) in April of 2023 under the Watershed Restoration Grants Branch (WRGB) to advance the next phase of the Oroville Wildlife Area (OWA) Robinson's Riffle Project. The grant provides $2,115,000 in funding to design, finalize environmental compliance documents, and obtain permits for the selected enhancements coming out of the OWA Robinson's Riffle planning effort. In addition, SBFCA received a grant in the amount of $31,917,000 from the Wildlife Conservation Board in January of 2026 which fully funds the project through construction.

In July of 2024, SBFCA executed Task Order 15 with ECORP to prepare permit applications and coordinate with the Project team and resource agencies as necessary for design of the project. The work consists of conducting the required baseline technical studies, preparation of the anticipated environmental documentation, and preparation of the agency permit applications. In October of 2025, SBFCA executed Amendment No. 1 for conducting tree and invasive plant surveys. Now that the project is continuing to advance further through the design process, additional support is needed for ensuring environmental compliance.

The intent of Task Order 15 Amendments No. 2 and No. 3 is to provide SBFCA with the necessary environmental and permitting support to advance the OWA Robinson's Riffle Project through the design and permitting phase.

ECORP will perform the tasks as listed in the scope with direction from SBFCA's Executive Director and Director of Engineering. Task Order 15 Amendment No. 2 includes efforts for additional work associated with design refinements, such as coordination with State Lands Commission and analysis of additional borrow areas. Task Order 15 Amendment No. 3 includes tasks for conducting a Special Status Plant Survey, and for services to obtain the remaining permits necessary for construction.

Fiscal Impact

The recommended action requests the approval of Task Order 15 Amendment No. 2 and Amendment No. 3 with ECORP Consulting, Inc. This action will obligate SBFCA to pay for the associated services delivered on a time and materials basis up to each Agreement's budget limitation. The budget limitation for Amendment No. 2 is $82,233, and the budget limitation of Amendment No. 3 is $116,640. With both Amendments, the total maximum limit for Task Order 15 will be increased from a total of $197,375 to $396,248 (SBFCA Expenditure Account 731-99-2004-65682). Budget for the OWA Robinson's Riffle Project is included with the Board Approved FY 2025/2026 budget. There is no net budgetary impact from the Board's approval of staff's recommendation.

Attachment: ECORP Task Order 15 Amendment No. 2 Scope and Fee
ECORP Task Order 15 Amendment No. 3 Scope and Fee

ECORP Consulting, Inc.

Task Order 15, Amendment 2

SCOPE OF WORK

OWA Robinson's Riffle Permitting Project

Baseline Technical Studies and Environmental Documentation

This task order is associated with the Master Agreement between the Sutter Butte Flood Control Agency (SBFCA) and ECORP Consulting, Inc. (Consultant). Below is a scope of work and estimated costs for the OWA Robinson's Riffle Project. This scope requests authorization for out-of-scope tasks and tasks that exceeded the authorized amount under Task Order 15, Amendment 2.

TASK 4 – CONTINUED SERVICES THROUGH MARCH 15, 2026

Please note that this invoice includes charges for various tasks that either exceeded the assumed level of effort or were out-of-scope and, therefore, exceeded our contracted amount for Task Order 15, Amendment 1. This task requests for a change order to addresses this additional amount, which included:

- *Permit application fees paid to the California State Lands Commission*
- *Tree and invasive species surveys that exceeded the assumed level of effort and associated mapping*
- *Refinements to the project boundary from 65% to 90% design and design elements introduced afterwards to support 100% design and associated coordination and re-analysis of environmental impacts*
- *Inclusion of an additional borrow area and cobble extraction area*
- *Additional 3-4 iterations for preparation of maps and figures to address project revisions*
- *Assistance with geotechnical exploration work and associated impacts to giant garter snakes*
- *Additional elderberry shrub surveys and mapping associated with changes to the project boundary*
- *Support for CVFPB encroachment application*

BUDGET

The budget for the tasks above is based on the provisions of the Master Agreement. A breakdown of the additional budget request is provided in Table 1.

Table 1. Breakdown of ECORP's costs by task for the OWA Robinson's Riffle project.

2525 Warren Drive ● Rocklin, California 95677 ● Tel: (916) 782-9100 ● Fax: (916) 782-9134 ● www.ecorpconsulting.com

Task Number	Task Description	Budget
Task 4	Continued Services Through March 15, 2026	$82,233
	TOTAL	**$82,233**

CONTACTS

All deliverables discussed in this SOW shall be provided to as described above.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first written above.

SUTTER BUTTE FLOOD CONTROL AGENCY

By: _____

MICHAEL BESSETTE

Executive Director, SBFCA

CONSULTANT

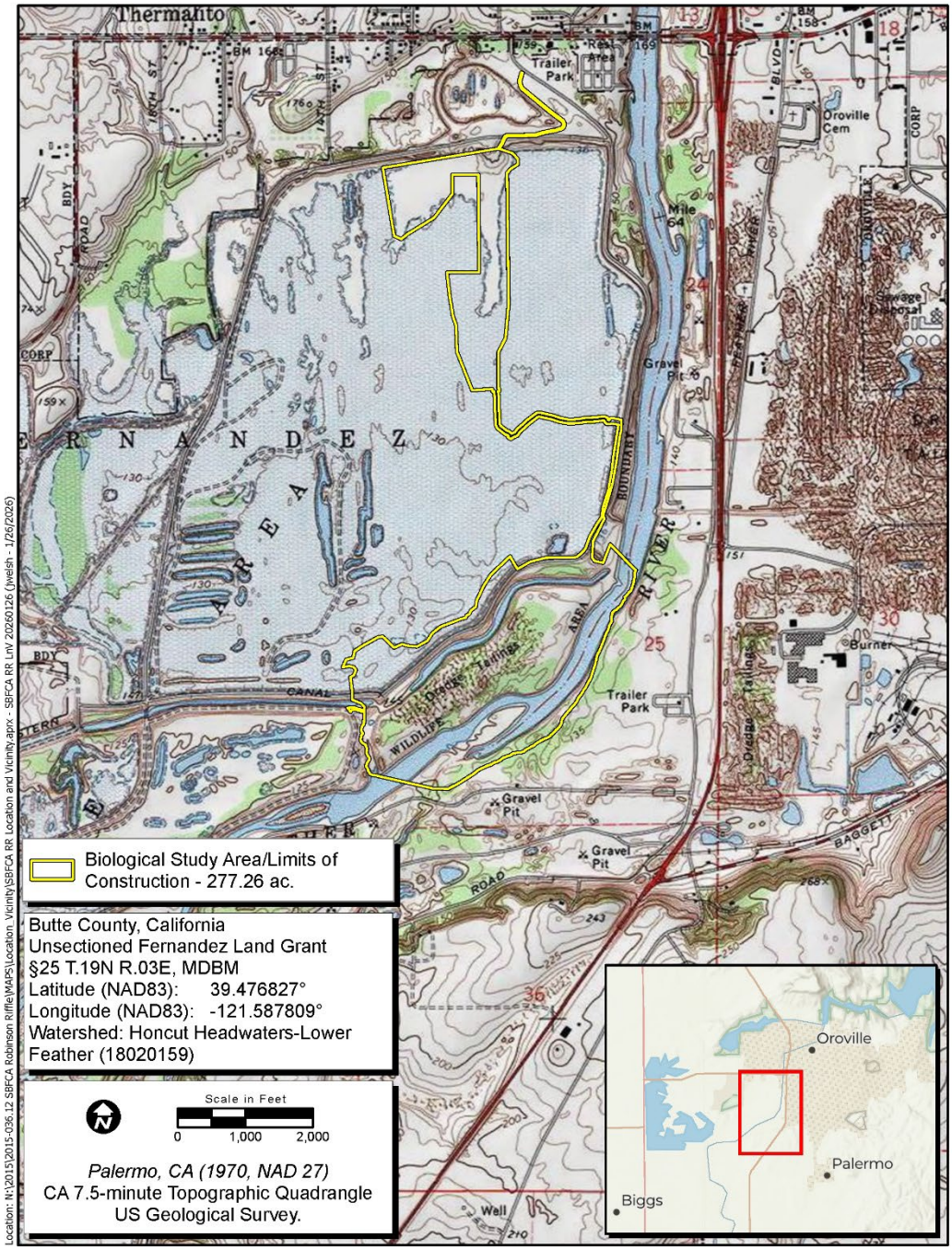
By: _____

BJORN GREGERSEN

President, ECORP Consulting, Inc.

2525 Warren Drive ● Rocklin, California 95677 ● Tel: (916) 782-9100 ● Fax: (916) 782-9134 ● www.ecorpconsulting.com

EXHIBIT A – PROJECT AREA FIGURE



ECORP Consulting, Inc.

Task Order No. 15, Amendment No. 3

SCOPE OF WORK

OWA Robinson's Riffle Permitting Project

Baseline Technical Studies and Environmental Documentation

This task order is associated with the Master Agreement between the Sutter Butte Flood Control Agency (SBFCA) and ECORP Consulting, Inc. (Consultant). Below is a scope of work and estimated costs for the OWA Robinson's Riffle Project. This scope covers anticipated efforts necessary to conduct baseline technical studies and prepare an administrative draft environmental document. The tasks below can be authorized wholly, or individually, as project requirements dictate. Each task's scope and/or budget may also be modified to reflect the required effort up to the total maximum authorized amount.

TASK 5 – SPECIAL-STATUS PLANT SURVEY

ECORP will conduct a protocol-level floristic vascular plant survey to determine the presence of special-status vascular plant species in accordance with U.S. Fish and Wildlife Service's *Guidelines for Conducting and Reporting Botanical Inventories for Federally Listed, Proposed, and Candidate Plants* (USFWS 1996), California Department of Fish and Wildlife's *Protocols for Surveying and Evaluating Impacts to Special Status Native Plant Populations and Natural Communities* (CDFW 2018), and California Native Plant Society's *Botanical Survey Guidelines* (CNPS 2001), as per Species Protection Measure Plant-1 of the *Statewide Restoration General Order and Waste Discharge Requirements and Final Program Environmental Impact Report*. The survey will include visits to local reference populations, if available, and/or examination of herbaria specimens or other reliable sources to confirm appropriate phenological conditions for identification of target species. This survey will include multiple site visits occurring in two seasons (approximately May and July) to coincide with the appropriate flowering periods when target species are identifiable.

A report on the findings will be prepared and submitted to the client. The report will include a list of target species, details of field survey methodology, a vegetation map, a list of all plant species observed, impact analysis, recommended avoidance, minimization, and mitigation measures, and the results of the survey including a map depicting the location(s) and approximate number of individuals of special-status species, if found. Special-status plant locations will be mapped with a global positioning system (GPS) unit capable of submeter accuracy and submitted to the California Natural Diversity Database.

Task 5 Deliverables:

- *Report in electronic format*
- *Locations of special status species in electronic format*

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Task 5 Assumptions:

- *The scope assumes that the special-status plant survey area is approximately 277-acres as depicted on Figure 1.*
- *This scope assumes 2 site visits conducted by three people over the course of 2 field days for a total of 120 field hours. If additional field time is needed for reasons beyond the control of ECORP (access issues, potential target species not identifiable, rechecks need, etc.), a change order may be required.*
- *This scope of work includes mapping up to five (5) special-status plant locations. If additional special-status plant locations are found, a change order may be prepared. The extent of widespread special-status plant species will be approximated.*
- *The final report will be prepared within 3 months of the final site visit.*
- *The survey protocols identified in this scope of work (USFWS 1996, CDFW 2018, and CNPS 2001) require that observations of special-status plants be documented in a California Native Species (or Community) Field Survey Form or equivalent written report and be submitted to the California Natural Diversity Database (CNDDB). If special-status plants are identified on-site, these occurrences will be documented and submitted to the CNDDB as required.*
- *Vegetation community mapping will not be conducted per the Survey of California Vegetation Standards or per the Rapid Assessment and Relevé protocol.*
- *An impact assessment and CNDDB forms will not be completed for Sensitive Natural Communities.*

TASK 6 – CONTINUED SERVICES THROUGH PERMIT COMPLETION

Under this task, ECORP will provide continued services toward completing the environmental permit applications and associated tasks leading up to acquisitions of all Project approvals from the U.S. Army Corps of Engineers (Corps), U.S. Fish and Wildlife Service (USFWS), National Marine Fisheries Service (NMFS), California Department of Fish and Wildlife (CDFW), and California State Lands Commission (CSLC) and continued support for the Central Valley Flood Protection Board (CVFPB), collectively referred to herein as the resource agencies. Specifically, ECORP will provide the following services:

- Complete all remaining environmental permit applications and associated resource agency meetings and discussions toward acquisition of the permits and authorizations.
- Prepare an amendment to the previously approved RWQCB Notice of Applicability to enroll in the Statewide Restoration General Order and Waste Discharge Requirements (SRGO) to be consistent with the project description and impacts identified at later stages of project design and included in the permit applications for the Corps, USFWS, NMFS, and CDFW.
- Conduct continued liaison with the resource agencies to address questions and concerns in order to ensure a timely acquisition of all environmental permits and authorizations.
- Coordination with the USFWS and Project team to develop a mitigation strategy for valley elderberry longhorn beetle (VELB), elderberry shrubs, and giant garter snake (GGS) potentially impacted by the Project. This coordination will be essential for preparing a mitigation plan for elderberry shrubs and

VELB under a separate and subsequent task order and for protection of GGS during Project-related geotechnical explorations.

- Coordination with the Project team, California Department of Water Resources (DWR), and the resource agencies to secure an entry permit for the property to conduct the geotechnical exploration activities (i.e., borings and test pit excavations) and for one ECORP biologist to prepare for and conduct up to eight (8) days of biomonitoring during the geotechnical explorations.
- Client request and coordination with the Project team to address questions and concerns, discuss Project schedule, status, deliverables, and timelines, attend internal Project team meetings, and plan for future implementation of the Project.

Task 6 Deliverables:

- *Completed permit application packages for:*
  - *Corps Clean Water Act Section 404 Regional General Permit 16*
  - *USFWS Biological Assessment*
  - *NMFS Restoration Programmatic Biological Opinion*
  - *CDFW Restoration Management Permit*
  - *RWQCB Amendment to the Notice of Applicability for the Statewide Restoration General Order and Waste Discharge Requirements*

Task 6 Assumptions:

- *This task assumes no further changes to the project boundaries and/or project description that would require additional field surveys, mapping, revisions or additions to existing exhibits.*
- *This scope does not include tasks related to project implementation, construction, or associated permit compliance monitoring.*
- *This task does not include permit-required pre-construction monitoring or preparation of plans, which will be scoped under a subsequent and separate task order. Plans that may be required by the permits include, but are not limited to:*
  - *VELB mitigation and planting plan*
  - *Fish rescue and relocation plan*
  - *Giant garter snake and northwestern pond turtle relocation plan*
  - *Bat management plan*
  - *Water quality monitoring plan*
- *This task assumes up to eight (8) 10-hour days of biological monitoring by one (1) ECORP biologist during geotechnical borings and test pit excavations with all included equipment and OCDs.*
- *Total estimated cost includes a 15% contingency for unforeseen out-of-scope requests.*

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BUDGET

The budget for the tasks above is based on the provisions of the Master Agreement. A breakdown of work effort is provided in Table 1.

Table 1. Breakdown of ECORP's costs by task for the OWA Robinson's Riffle project.

Task Number	Task Description	Budget
Task 5	Special-Status Plant Survey	$32,000
Task 6	Continued Support Through Permit Completion (with a 15% contingency)	$84,640
	TOTAL	**$116,640**

CONTACTS

All deliverables discussed in this SOW shall be provided to as described above.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first written above.

SUTTER BUTTE FLOOD CONTROL AGENCY

By: _____

MICHAEL BESSETTE

Executive Director, SBFCA

CONSULTANT

By: _____

BJORN GREGERSEN

President, ECORP Consulting, Inc.

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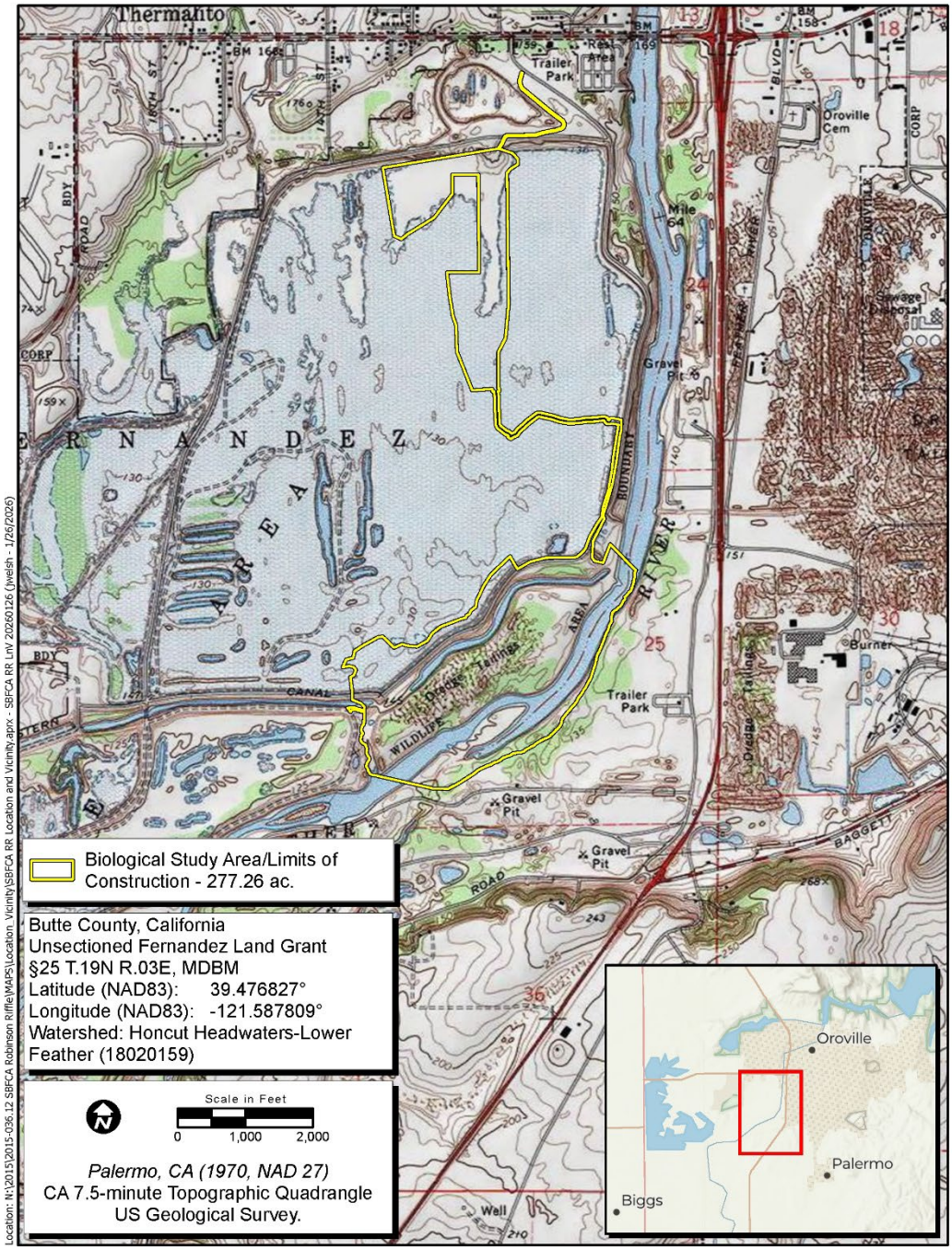
EXHIBIT A – PROJECT AREA FIGURE



Sutter Butte Flood Control Agency

A Partnership for Flood Safety

April 8, 2026

TO: Board of Directors

FROM: Michael Bessette, Executive Director
Seth Wurzel, Budget Manager

SUBJECT: Receive and File Monthly Financial Reports (January 2026)

Recommendation
Staff recommends that the Board receive and file the January 2026 Financial Reports and receive staff's monthly financial report update.

Background
Staff will provide a brief presentation of SBFCA's current financial position and financial activities at the Board meeting and will be prepared to answer any questions. For this report, staff is presenting financial information for January 2026. Staff's oral presentation will cover the financial activities of the Agency through January 2026.

The monthly financial reports include the following information:

- Current Working Capital Position: The reports provide an update as to the liquidity of the Agency and ability to cover current obligations. This information is presented within the monthly financial reports prepared in coordination with Yuba City finance staff. The current and past months' financial reports reflect the financial information as of January 2026. The information presented is compared to the Final Amended Final Budget for 2025/26.

(Note – Monthly Financial Report presented at each board meeting typically includes financial report from the two months preceding the month of the scheduled board meeting. Due to delayed implementation of Yuba City's new software systems, February financials will be provided at the Board Meeting in May, while March financials will also both be provided and presented.)

Fiscal Impact
This is an informational item with no fiscal impact.

Attachments
(Note – Monthly Financial Report is not available prior to finalization of the Agenda Packet – Monthly Financial Report will be provided and made available prior to the start of the Board Meeting.)

Sutter Butte Flood Control Agency

A Partnership for Flood Safety

April 8, 2026

TO: Board of Directors

FROM: Michael Bessette – Executive Director

SUBJECT: Receive and File Program/Project Update Report

Recommendation
Receive and file the April 2026 Program/Project update report.

Background
The purpose of this report is to provide a regular, monthly update on SBFCA program and project activities:

Tudor Flood Risk Reduction Project (lower Feather River West Levee)
The contractor is completing the required submittals for the two pipe installations which will occur this year. The Construction Management team is coordinating potential change orders with the contractor. The Central Valley Flood Protection Board and Odysseus Farms completed their negotiations on the required pipe encroachment permit. Construction work will start up in late April or early May.

Sutter Bypass Critical Levee Repair
The project team continues to advance the 100% submittal package. The 100% submittal is scheduled to be complete by April 21. SBFCA staff continues to coordinate with both USFWS and CDFW on the construction approach for the reach adjacent to the Sutter National Wildlife Refuge. SBFCA staff is also conducting regular meetings with PG&E to discuss details related to the relocation of their power poles along the toe of the levee. PG&E is currently completing the design for the pole relocation effort. In addition, staff is coordinating with DWR on federal funding for the construction of the 5.2-mile levee improvement project. Coordination with both DWR and CalOES is ongoing in order to submit a new funding application under FEMA's Hazard Mitigation Grant Program (HMGP) by spring of 2026. In addition, CalOES reached out and set up a meeting on April 2 to discuss positive movement on the BRIC lawsuit. SBFCA, Calpine, and DWR continue to dialogue on funding the remainder of the Sutter Bypass East levee repairs. SBFCA staff is also coordinating with both NCWA and the Floodplain Forward coalition in order to better align the levee improvement work with the various proposed restoration activities being advanced within and adjacent to the Sutter Bypass.

Oroville Wildlife Area (OWA) Robinson's Riffle Project
The OWA Robinson's Riffle Project, a project resulting from the DWR funded planning effort, is advancing and being coordinated with both DWR and the California Department of Fish & Wildlife (CDFW), who are funding the design of the project. The project team is coordinating with CDFW and DWR on the 100% design plans, which are scheduled to be completed in early May. The project team is also coordinating additional outreach activities to private property owners adjacent to the proposed project and other stakeholders. In November 2025, the Wildlife Conservation Board (WCB) granted SBFCA $31.9 million to fully fund construction of the Robinson's Riffle Restoration Project. We anticipate going out to bid on the project in late fall of 2026 and to begin construction in 2027.

The *Oroville Wildlife Area Thermalito Afterbay Outlet Boat Ramp and Campground Project*
The project went out to bid on October 30 with bids due on December 9. We received ten bids with the low bidder being R&R Horn Construction Co. At the March board meeting the Board delegated authority to the

Executive Director to award the construction contract to R&R Horn after FERC approves the project, which we anticipate to be sometime in April. All other permits and approvals for the project have been received. We are currently planning to have a ground-breaking ceremony in early May, and the project will be set to begin construction in mid-May.

City of Oroville Levee Repair Project

City staff are following up on recommendations contained in the U.S. Army Corps of Engineers (USACE) Levee Safety Inspection report completed late last year and presented to the Oroville City Council on February 3rd by USACE staff. USACE will also provide a briefing to the Oroville Citizen's Advisory Commission at their upcoming meeting on April 10. In partnership with Butte County, SBFCA staff continues to provide assistance to the City with developing a flood safety plan specific to the levee reach. In addition, the City submitted a letter request to be included in the USACE Continuing Authorities Program which would result in a feasibility study to analyze deficiencies and recommend repair alternatives. USACE notified us that due to federal budget issues we may not hear back on this request until USACE knows what their program funding looks like under the recently passed federal budget Continuing Resolution. We continue to check in with the Corps' program manager in San Francisco on their budget status.

Feather River Regional Flood Management Planning

The Feather River Regional planning team continues to advance planning efforts in our region. The planning team also continues to coordinate with DWR on the technical work that the State is completing for the 2027 CVFPP update. The funding agreement from the Department of Water Resources (DWR) for this effort continues to fund regional flood risk management planning work and more specifically SBFCA's desire to advance important planning efforts, including; coordination on the 2027 Central Valley Flood Protection Plan (CVFPP) update, advance OMRR&R activities for Cherokee Canal, explore opportunities to fund construction of the Sutter Bypass East Levee and the Yuba City Sediment Removal Projects, participate in FEMA National Flood Insurance Program reform (resulting in a co-sponsored bill by Representatives LaMalfa and Garamendi), participate in efforts related to the Oroville Citizen's Advisory Committee and the Oroville Dam Water Control Manual Update, and identify and implement other regional flood risk reduction projects.

Sutter Basin Flood Risk Management Project (federal project)

The Project Partnership Agreement (PPA) amendment for federal credit transfer from the Sutter Basin Project (SBFCA) to the San Joaquin Project (SJAFCA) was approved by the Assistant Secretary of the Army (ASA) office in August 2025 and taken to the Central Valley Flood Protection Board (CVFPB) for approval and execution on September 26. This approval by CVFPB allowed both SBFCA and SJAFCA to execute them respectively. USACE recently completed the Integral Determination Report which is the document to approve all the work completed by the non-federal sponsors which is creditable toward the project. SBFCA staff also submitted the required System-Wide Improvement Framework (SWIF) annual progress report to USACE late last year, which ensures eligibility for funding under the PL84-99 rehabilitation program for the Sutter Basin levee system. USACE is also currently updating the Risk Assessment previously completed for the Sutter Basin. SBFCA staff participated in a levee tour with USACE in mid-January, along with the respective levee maintaining agencies (DWR, LD1, and LD9). The Risk Assessment effort is currently scheduled to finish in late spring/early summer of 2026.

Sutter County FEMA Accreditation

Staff continues to coordinate with FEMA and Sutter County on FEMA's remapping of all of Sutter County. Staff has also been monitoring the potential reform changes occurring at the federal level, and there's a possibility that FEMA's LOMR process could experience significant delays after the end of March. The existing Flood Insurance Rate maps are currently paper maps and they need to be updated to digital maps. FEMA will also incorporate SBFCA's 100-year FEMA accreditation package for the southern Feather River west levee reaches (Yuba City basin). It is anticipated that the package review and processing period with FEMA will take approximately 3 to 5 years before the proposed mapping changes become effective. SBFCA received additional comments on the proposed accreditation package and submitted responses back to FEMA on March 13.

State & Local Funding and Coordination >>do we want to include a statement or two in this section about the bond refunding effort?>>

EIP / UFRR Agreement

SBFCA staff continues to work with DWR to process additional payments and reimbursement requests for various items of work. SBFCA has since received $2,499,794 for the Emergency Work Retention Release. The last payment received and reported to the Board was in the amount of $2,060,217 on June 18, 2022, for costs incurred during the 28th, 29th, and 30th. An $308,156 payment for 31st Quarter was received in December 2024. In February 2023, SBFCA received one FAPS payment totaling $1,989,855 from DWR for ROW request for a Partial Closeout Retention Release of $2,668,485. SBFCA and DWR have agreed for an immediate release of $2,568,486 and SBFCA submitted the formal request for release in June, leaving a remainder of $100,000 in pending retention until final closeout in 2026. The table below presents the current funding status of the Agency's UFRR Grant.

FRWLP DWR EIP/UFRR Funding

	Agreement				
	Design		**Construction**		**Total**
Agreement No.	#4600009480		#4600010296		
Capital Outlay Amount	$9,000,000		$56,780,000		$65,780,000
Amendment 1	$0	[1]	$0	[2]	$0
Amendment 2	$14,869,280	[3]	$57,803,791	[4]	$72,673,071
Amendment 3			$43,861,587		$43,861,587
Amendment 4			$40,828,931		$40,828,931
Amendment 5	-$2,529,451	[5]	$31,730,451	[5]	$29,201,000
Amendment 6	$0		$0		$0
Amendment 7	$0		$3,744,017		$3,744,017
Amendment 8	$0		$0		$0
TOTAL FUNDING	**$21,339,829**		**$234,748,777**		**$256,088,606.03**
Pending [6]	$0		$2,568,486		$2,568,486
TOTAL RECEIVED TO DATE	$21,339,829		$230,648,323		$253,320,120
TOTAL PAYMENTS	**$21,339,829**		**$234,648,777**		**$255,988,606**
GRANT BALANCE	**$0**		**$100,000**		**$100,000**

[1] Amendment 1 to the Design Agreement amended the term of the agreement.

[2] Amendment 1 to the Construction Agreement amended the scope agreement to include the closure of gaps (at reaches 13 and 24) in Area C.

[3] Amendment 2 to the Design Agreement increased the cost share from 50% to 76% State Cost Share and increased the State funding limit.

[4] Amendment 2 to the Construction Agreement increased the scope to include Areas B & D2A and increased the State funding limit. It also incorporated many of the guideline provisions of the UFRR Program.

[5] Reflects pending transfer of remaining design funding to the CFA.

[6] Pending Requested Payments from DWR.

OWA (CDFW & WCB) Grant Agreements

SBFCA staff is working with the WCB and CDFW to process payments for the ongoing OWA work.

Payments on the CDFW Veg Planting grant for the first through eighteenth quarters were received in the sum amount of $1,588,964 with $0 currently pending receipt of payment. The CDFW Veg Planting grant is completely closed out and all receivables have been received and finalized.

SBFCA submitted an eighth and ninth quarter package to WCB for the Thermalito Afterbay project and are currently pending payment from WCB, while an 10th Quarter will also be submitted in April. A seventh quarter

package for the CDFW SFRA Thermalito Afterbay project was submitted and currently pending payment, while an 8th quarter package is on track for submittal in April. The tables below present the funding status of the Agency's WCB Grants and CDFW Grants, respectively.

OWA CDFW Funding

	Agreement Veg Restoration	Total
Grant Agreement No.	Q1996015	
Grant Amount	$1,716,847	$1,716,847
TOTAL FUNDING	**$1,716,847**	**$1,716,847**
Receipts		
Payment Received		
PMT 1	$404,324	$404,324
PMT 2	$113,379	$113,379
PMT 3	$56,180	$56,180
PMT 4	$42,759	$42,759
PMT 5	$139,725	$139,725
PMT 6	$102,987	$102,987
PMT 7	$112,641	$112,641
PMT 8	$86,177	$86,177
PMT 10	$300,653	$300,653
PMT 11	$27,633	$27,633
PMT 13	$25,100	$25,100
PMT 9	$97,462	$97,462
PMT 12	$27,633	$27,633
PMT 14	$8,905	$8,905
PMT 15	$18,887	$18,887
PMT 16	$5,505	$5,505
PMT 17	$8,962	$8,962
PMT 18	$10,052	$10,052
TOTAL PAYMENTS	**$1,588,964**	**$1,588,964**
GRANT BALANCE	**$127,883**	**$127,883**

OWA Thermalito Afterbay Funding

	Agreement		
	WCB	**CDFW-SFRA**	
	Thermo Afterbay	**Thermo Afterbay**	**Total**
Grant Agreement No.	WC-2334CA	G2398072	
Grant Amount	$4,415,000	$3,305,756	$7,720,756
TOTAL FUNDING	**$4,415,000**	**$3,305,756**	**$7,720,756**
Payment Received			
PMT 1	$58,555	$129,443	$187,998
PMT 2	$125,098	$57,582	$125,098
PMT 3	$115,015	$103,643	$115,015
PMT 4	$57,547	$101,655	$57,547
PMT 5	$118,403	$45,342	$118,403
PMT 6	$114,801	$41,572	$114,801
PMT 7	$51,653		$51,653
Pending [1]			
PMT 7		$71,912	$71,912
PMT 8	$46,029		$46,029
PMT 9	$85,535		$85,535
TOTAL PAYMENTS	**$772,637**	**$551,151**	**$8,131,180**
GRANT BALANCE	**$3,642,363**	**$2,754,605**	**$6,927,947**

[1] No payments yet received.

CNRA Proposition 68 Sediment Management Project

SBFCA staff finalized a grant with California Natural Resources Agency (CNRA) for Sediment Management along the Feather River in February 2020 for $5,000,000. Payments on all packages through the 10th Quarter have been received. A final retention release request package is also currently being processed by CNRA for $497,016.

CNR Sediment Removal Funding

	Agreement	Total
Grant Agreement No.	R31866-0	
Grant Amount	$5,000,000	$5,000,000
TOTAL FUNDING	**$5,000,000**	**$5,000,000**
Receipts		
Received		
PMT 1	$15,477	$15,477
PMT 2	$233,338	$233,338
PMT 3	$151,111	$151,111
PMT 4	$258,997	$258,997
PMT 5	$209,605	$209,605
PMT 6	$2,916,496	$2,916,496
PMT 7	$230,211	$230,211
PMT 8	$144,214	$144,214
PMT 9	$193,142	$193,142
PMT 10	$120,555	$120,555
Pending		
Retention Release	$497,016	$497,016
TOTAL PAYMENTS	**$4,970,162**	**$4,970,162**
GRANT BALANCE	**$29,838**	**$29,838**

Additional State Funded Grants

SBFCA has secured and executed work on additional state-funded grants: The Floodplain Management, Protection and Risk Awareness (FMPRA) Robinson's Riffle; CDFW Robinson's Riffle, Regional Flood Management Planning Phase IV and V (RFMP IV and RFMP V); and Sutter Bypass East Levee (SBEL) projects.

SBFCA has formulated and submitted finalized FMPRA Robinson's Riffle packages through the 12th quarter. SBFCA has been in close coordination with DWR to get final approval on all pending costs through the 12th quarter.A retention release package has also been submitted. .

The seventh quarter and final CDFW Robinson's Riffle package has been submitted and pending total payment amounts to $1,088,623.

A fifth and final sixth quarter reimbursement packages for RFMP IV were submitted to DWR in September requesting $52,790 in reimbursement. A retention release request for $26,000 was submitted in October, totaling $78,790 in reimbursement pending. SBFCA is currently working closely with DWR for final closeout of this grant and for reimbursements to be issued.

SBFCA has also submitted the first and second quarter reimbursement packages for RFMP V for $66,356 which is currently pending payment. A third quarter reimbursement request is currently being formulated for submittal in April and just waiting on final approval.

An tenth reimbursement request package for SBEL was submitted to DWR in December for a total of $262,294 in pending receivables. An eleventh quarter package is currently being finalized for submittal in April.

State Funding

	Agreement					
	FMPRA Robinson's Riffle	**CDFW Robinson's Riffle**	**RFMP IV**	**RFMP V**	**Sutter Bypass East Levee**	**Total**
Grant Agreement No.	4600015071	Q2296026	4600015037	4600016181	4600014883	
Grant Amount	$1,484,823	$2,115,000	$260,000	$391,500	$4,000,000	$8,251,323
TOTAL FUNDING	**$1,484,823**	**$2,115,000**	**$260,000**	**$391,500**	**$4,000,000**	**$8,251,323**
Receipts						
Received						
PMT 1	$99,307	$117,336	$12,832		$112,991	$342,466
PMT 2	$77,213	$156,321	$60,872		$123,650	$418,056
PMT 3	$94,835	$158,703	$54,864		$201,698	$510,101
PMT 4	$88,102	$222,019	$52,642		$103,312	$466,074
PMT 5					$51,017	$51,017
PMT 6					$66,359	$66,359
PMT 7					$166,462	
PMT 8					$131,751	
Pending						
PMT 1				$35,698		$35,698
PMT 2				$30,659		$30,659
PMT 3				$43,791		$43,791
PMT 5	$183,975	$285,037	$29,612			$498,625
PMT 6	$104,686	$351,951	$23,178			$479,814
PMT 7	$216,731	$451,635				$668,366
PMT 8	$102,436					$102,436
PMT 9	$41,790				$111,078	$152,869
PMT10	$32,481				$151,216	$183,697
PMT11	$13,951					$13,951
PMT12	$10,748					$10,748
Retention Release	$118,040		$26,000			$144,040
TOTAL PAYMENTS	**$1,184,294**	**$1,743,002**	**$260,000**	**$110,147**	**$1,219,536**	**$4,516,979**
GRANT BALANCE	**$300,529**	**$371,998**	**$0**	**$281,353**	**$2,780,464**	**$3,734,344**

Fiscal Impact: This is an informational item only with no fiscal impact to SBFCA.