Sutter Butte Flood Control Agency

Board of Directors Agenda - Special Meeting, November 10, 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	**County of Butte**	**City of Yuba City**	**City of Live Oak**
Jeff Stephens	Bill Connelly	Marc Boomgaarden	Jeramy Chapdelaine
Mike Ziegenmeyer	Tod Kimmelshue	Dave Shaw	Alt. Aaron Pamma
Alt. Karm Bains		Alt. Toni Cole	
Alt. Jeff Boone		Alt. Michael Pasquale	
City of Gridley	**City of Biggs**	**Levee District 1**	**Levee District 9**
Bruce Johnson	Bo Sheppard	Charlie Hoppin	Mike Morris
	Alt. Zach Brown	John Munger	Chris Schmidl
		Alt. Gary Marler	
		Alt. Drew Stresser	

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 September 9, 2026 Regular Board Meeting

2. Approve Resolution 2026-05 which authorizes the Executive Director to Execute the State Lands Commission Lease for the Oroville Wildlife Area Robinson's Riffle Project.

3. Approval of Task Order 12 Amendment No. 2 with ECORP Consulting Inc. for Environmental Support for the Sutter Bypass East Levee Project

4. Approval of Task Order 15 Amendment No. 4 with ECORP Consulting Inc. for Environmental Permitting and Compliance Support for the OWA Robinson's Riffle Project

5. Approval of Task Order 6 Amendment No. 3 with R&F Engineering Inc. for required work efforts related to the Oroville Wildlife Area Thermalito Recreation Improvements Project

INFORMATIONAL AND POSSIBLE APPROVAL ITEMS

6. Receive and File Monthly Financial Reports

7. Presentation and File Program/Project Update

ADJOURNMENT

The next regularly scheduled Board of Directors meeting will be held on Wednesday, December 9, 2026 at 1 p.m.

Sutter Butte Flood Control Agency

Board of Directors Regular Meeting Minutes, September 9, 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, Dave Shaw
City of Biggs:	Bo Sheppard
City of Gridley:	Bruce Johnson
City of Live Oak:	Jeramy Chapdelaine
Levee District 9:	Mike Morris, Chris Schmidl
Levee District 1:	Charlie Hoppin

MEMBERS ABSENT: Gary Marler

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., 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 August 12, 2026 Regular Board Meeting**
2. **Approval of Plans and Consideration of Award of the Oroville Wildlife Area Thermalito Recreation Improvements Project Landscaping Contract (Contract No. 02-2026-OWAP) to Diamond Construction.**

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

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

3. **Presentation and File Monthly Financial Report**
   Budget Manager Sean Myers presented the monthly financial reports for July and answered questions regarding operating revenue of advanced funding. The entire report, along with a PowerPoint presentation is available on the SBFCA website at: http://sutterbutterflood.org/board/meetings-agendas/

4. **Presentation and File Program/Project Update**
   Executive Director Michael Bessette gave a presentation by outlining the recent and ongoing activities of the agency. He provided an update on Tudor Flood Risk Reduction project, reporting that the contractor has begun the second construction season. Installation and testing of the 36-inch drainage pipe have been completed, and the levee regrading work is underway. He reported that the dewatering wells have been removed, and the contractor has begun installation of the two 20-inch pressure pipes.

   Mr. Bessette reported that the project team continues to advance the design and permitting work for the Sutter Bypass East Levee repairs. The 100% design review comments have been addressed, with final backchecking underway. He reported that staff continues to advance the Section 408-approval effort while coordinating with both USFWS and CDFW on the construction approach for the reach adjacent to the Sutter National Wildlife Refuge. In addition, staff is working with PG&E on utility pole relocations and coordinating with CalOES and DWR regarding potential funding opportunities.

   It was reported that the OWA Robinson's Riffle Restoration project continues to advance. The 100% design plans are complete, and the project team is coordinating with the federal and state regulatory agencies to obtain the necessary permits and approvals for construction. DWP has confirmed that FERC approval is not required for the project. We anticipate going out to bid on the project in late September and to begin construction in 2027.

   Mr. Bessette also provided an update on the OWA Thermalito Afterbay Boat Ramp and Campground project. He reported that the contractor, R&R Horn, has continued to advance construction activities, with site grading completed and construction of the boat ramp underway. The vegetation planning contract with Diamond Construction was approved earlier today, and work on that component of the project is anticipated to begin later in September or early October.

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 1:32 p.m.

ATTEST BY: _____ _____

Terra Yaney, Board Clerk **Board Chair**

Sutter Butte Flood Control Agency

A Partnership for Flood Safety

November 10, 2026

TO: Board of Directors

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

SUBJECT: Approve Resolution 2026-05 which authorizes the Executive Director to Execute the State Lands Commission Lease for the Oroville Wildlife Area Robinson's Riffle Project.

Recommendation

It is recommended that the Board of Directors approve Resolution 2026-05 which authorizes the Executive Director to execute a lease with the California State Lands Commission and any related documentation for the Oroville Wildlife Area (OWA) Robinson's Riffle Project, subject to legal counsel's final review and approval.

Background

The Oroville Wildlife Area (OWA) Robinson's Riffle Project includes restoration work within the main channel of the Feather River. The work consists of activities such as the creation of new side channels, creation of new floodplain habitat, and the placement of cobble. The main channel of the Feather River lies within the jurisdiction of the California State Lands Commission (CSLC) and the CSLC requires that a lease be obtained before SBFCA can carry out the work.

SBFCA is currently in final stages of obtaining the lease and the SLC requires that SBFCA submit evidence, through a resolution, that SBFCA's Executive Director has authority to execute the lease and any related documentation.

Fiscal Impact

There is no net budgetary impact from the Board's approval of staff's recommendation. Budget for the Oroville Wildlife Area Robinson's Riffle Project is included with the Board Approved FY 2026-27 budget (Expenditure Account 731-99-2004-65682). Costs associated with the processing of the lease are reimbursed via SBFCA's grant with the Wildlife Conservation Board.

Attachments:

1. Resolution 2026-05
2. Final State Lands Commission Lease

RESOLUTION NO. 2026-05

RESOLUTION BY THE BOARD OF DIRECTORS OF THE SUTTER BUTTE FLOOD CONTROL AGENCY GRANTING AUTHORITY TO ITS EXECUTIVE DIRECTOR TO EXECUTE LEASES AND ASSOCIATED DOCUMENTATION WITH THE STATE LANDS COMMISSION FOR THE OROVILLE WILDLIFE AREA RIVER RESTORATION PROJECT AT ROBINSON'S RIFFLE

WHEREAS, the Sutter Butte Flood Control Agency ("SBFCA") proposes the Oroville Wildlife Area River Restoration Project at Robinson's Riffle ("Project"), a nature based multi-benefit initiative to restore habitat and reduce flood stages within the Feather River; and

WHEREAS, part of the Project will take place within the jurisdiction of the California State Lands Commission ("CSLC"); and

WHEREAS, the CSLC requires a lease prior to construction of those Project elements within its jurisdiction; and

WHEREAS, this resolution grants to SBFCA's Executive Director the authority to execute such leases and any associated documentation.

NOW, THEREFORE, BE IT RESOLVED THAT:

The Board of Directors of the Sutter Butte Flood Control Agency hereby authorizes its Executive Director to execute leases with the California State Lands Commission, as well as any related documentation, related to the Project.

CERTIFICATION
I hereby certify that the foregoing Resolution No. 2026-05 was duly and regularly adopted by the Board of Directors of SBFCA at the meeting held November 10, 2026.

_____
Chair

APPROVED AS TO FORM
GENERAL COUNSEL

By:_____

RECORDED AT THE REQUEST OF
AND WHEN RECORDED MAIL TO:
STATE OF CALIFORNIA
California State Lands Commission
Attn: Land Management Division
100 Howe Avenue, Suite 100-South
Sacramento, CA 95825-8202

STATE OF CALIFORNIA
OFFICIAL BUSINESS
Document entitled to free recordation pursuant to Government Code Section 27383

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN: 030-280-009
County: Butte County A5445

LEASE_____

This Lease consists of this summary and the following attached and incorporated parts:

Section 1	Basic Provisions
Section 2	Special Provisions Amending or Supplementing Section 1 or 3
Section 3	General Provisions
Exhibit A	Land Description
Exhibit B	Site and Location Map
Exhibit C	Mitigation Monitoring Program

SECTION 1: BASIC PROVISIONS

THE STATE OF CALIFORNIA, hereinafter referred to as Lessor acting by and through the **CALIFORNIA STATE LANDS COMMISSION** (100 Howe Avenue, Suite 100-South, Sacramento, California 95825-8202), pursuant to Division 6 of the Public Resources Code and Title 2, Division 3 of the California Code of Regulations, and for consideration specified in this Lease, does hereby lease, demise, and let to **SUTTER BUTTE FLOOD CONTROL AGENCY**, hereinafter referred to as Lessee, those certain lands described in Exhibit A hereinafter referred to as Lease Premises, subject to the reservations, terms, covenants, and conditions of this Lease.

MAILING ADDRESS:
Sutter Butte Flood Control Agency
Attn. Michael Bessette
P.O. Box M
Yuba City, CA 95992

LEASE TYPE:
General Lease – Other

LAND TYPE:
Sovereign

LOCATION:
Feather River, adjacent to Assessor's Parcel Number 030-280-009, Butte County, as described in Exhibit A attached and by this reference made a part hereof.

LAND USE OR PURPOSE:
Restoration and rehabilitation of the bed of the lower Feather River channel and floodplain to improve wildlife and aquatic habitats affiliated with the Oroville Wildlife Area River Restoration Project at Robinson's Riffle, as shown on Exhibit A and B.

TERM:
20 years; beginning October 21, 2026; ending October 20, 2046, unless sooner terminated as provided under this Lease.

CONSIDERATION:
The public use and benefit; with the State reserving the right at any time to set a monetary rent if the Commission finds such action to be in the State's best interest.

AUTHORIZED IMPROVEMENTS:

_____ **EXISTING:**

___X___ **TO BE CONSTRUCTED; CONSTRUCTION MUST BEGIN BY**: October 21, 2031

AND BE COMPLETED BY: October 20, 2046

LIABILITY INSURANCE:
$0

SURETY BOND OR OTHER SECURITY:
$0

SECTION 2: SPECIAL PROVISIONS

BEFORE THE EXECUTION OF THIS LEASE, ITS PROVISIONS ARE AMENDED, REVISED, OR SUPPLEMENTED AS FOLLOWS:

1. The land described in Exhibit A of the Lease is subject to the Public Trust and is presently available to members of the public for recreation, waterborne commerce, navigation, fisheries, open space, or other recognized Public Trust uses and that Lessee's authorized activities and use of the Lease Premises shall not interfere with or limit the Public Trust rights of the public.

2. Lessee will fully carry out, implement, and comply with all mitigation measures and reporting obligations applicable to the Lessee as set forth in the Mitigation Monitoring Program (MMP), prepared and adopted by Lessor for this Agreement or as modified by Lessor as permitted by law, attached hereto as Exhibit C and by this reference made a part of this Lease.

3. Lessee will post signs and barriers to minimize potential hazards to the public at least 24 hours prior to the rehabilitation and restoration activities and maintain them in place until all work under this Lease is completed.

4. No refueling, repairs, or maintenance of vehicles or equipment will take place on the Lease Premises.

5. Lessee shall safely conduct all grading and disposal operations in accordance with accepted grading and disposal methods and practices and with due regard for the protection of life, property, and preservation of the environment.

6. In performing the restoration and rehabilitation operations, the Lessee will adhere to Best Management Practices to control turbidity and protect aquatic resources and habitats from excessive siltation in the general vicinity of the project.

7. Disturbance of the property under the Commission's jurisdiction shall be kept to a minimum area consistent with the nature and purpose of the proposed action, and the Lessee shall take all necessary and appropriate precautions to prevent littering or pollution on sovereign lands, waterways, and adjoining properties.

8. Construction activities authorized in this Lease include only those solely related to habitat restoration and enhancement and do not include the erection of artificial structures for purposes beyond restoration and enhancement.

9. All construction activities shall be carried out in accordance with all applicable safety regulations, permits, and conditions of all other agencies with jurisdiction over the project area.

10. Lessee shall maintain a logbook on all work vessels doing work within the Lease Premises or utilized in operations conducted under this Lease to keep track of all debris created by objects of any kind that may fall into the water. The logbook should include the type of debris, date, time, and location to facilitate identification and location of debris for recovery and site clearance verification. All debris shall be promptly removed from the Lease Premises.

11. Grading material from the Lease Premises is the property of the State of California and shall not be kept or sold. Lessee is not authorized to grade for purposes of commercial resale, environmental mitigation credits, or other private benefit without Lessor's prior written consent following further Commission approval. Grading material is to be used for the Project as stated in the proposed Lease. Any surplus materials must be disposed of in accordance with environmental codes and regulations, and at an authorized disposal facility.

12. Within 60 days of completing the restoration and rehabilitation project, Lessee will provide Lessor with photographs, a set of "as-built" plans, and written confirmation which evidence completion of the project.

13. On Lessee's submission of photographs and "as built" plans, as set forth in Section 2, Paragraph 14, Lessor shall review such photographs and plans to determine whether the work authorized in this Lease (specifically, restoration of natural habitats; creation of spawning/rearing areas, including riffles; increasing inundation frequency during winter/spring to support productivity and food availability; limit warming in floodplain and alcove features to discourage non-native predators or competitors; disbursement of existing gravel; placement of new gravel; excavation and grading of floodplain areas; revegetation of riparian lands with native plants as needed) has been completed, and all debris, construction equipment, and grading material has been removed.
    a. Lessor may request additional information and documentation to make this determination, and Lessee shall provide such additional information and documentation to the extent it is available.
    b. Lessor and Lessee shall cooperate in good faith to satisfy this provision.
    c. Upon Lessor's verification of completion, Lease Section 3 - General Provisions, Paragraph 14.3, Restoration, shall be deemed fulfilled in its entirety and no further restoration work shall be required by Lessor.
    d. Lessor and Lessee agree and acknowledge that the work contemplated by this Lease is intended to be permanent and is not intended to be removed or undone at the conclusion of the Lease term, and that the Lease Premises are not intended to be restored to their original condition, so long as the work authorized is completed as intended and reflected in this Lease and associated documents.

14. Lessor's Executive Officer or designee may replace Exhibits in the lease, based on review and approval of "as-built" plans and post-completion reports detailing the

final location of the new improvements, following restoration and rehabilitation activities.

15. Section 3, Paragraph 14.3 does not apply to this lease.

[Remainder of page intentionally left blank]

Section 3: General Provisions

Paragraph 1: Definitions

"**Applicable Laws**" are all local, state, and federal statutes, regulations, rules, codes (including building codes), ordinances, judgments, orders, notice requirements, and other requirements of governmental authorities pertaining to the use or condition of the Lease Premises and the conduct of Lessee's business thereon in effect as of the date of execution of this Lease or subsequently enacted and lawfully applied hereto.

"**Damages**" are all liabilities, demands, claims, actions, or causes of action whether regulatory, legislative, or judicial in nature; all assessments, levies, losses, fines, penalties, damages, costs, and expenses, including, without limitation: (i) reasonable attorneys', accountants', investigators', and experts' fees and expenses sustained or incurred in connection with the defense or investigation of any such liability, and (ii) costs and expenses incurred to bring the Lease Premises into compliance with Applicable Laws, Environmental Laws, a court order, or applicable provisions of a Regulatory Agency. The term "Damages" also includes those Damages that arise as a result of strict liability, whether arising under Environmental Laws or otherwise.

"**Environmental Laws**" are any and all federal, state, or local environmental, health, or safety-related laws, regulations, standards, decisions of courts, ordinances, rules, codes, orders, decrees, directives, guidelines, permits, or permit conditions, treaties and conventions, currently existing and as amended, enacted, issued, or adopted in the future that are or become applicable to Lessee, and the Lease Premises with respect to: (a) the protection, preservation, or clean-up of the environment, wildlife, habitat, or natural resources; (b) the use, treatment, storage, transportation, handling, or disposal of Hazardous Materials; (c) the quality of the air and the discharge of airborne wastes, gases, particles, or other emissions; (d) the preservation or protection of waterways, groundwater, or drinking water; or (e) the health and safety of persons or property.

"**Hazardous Materials**" are any chemical, substance, material, controlled substance, object, condition, waste, living organism, or combination thereof that is or may be hazardous to human health or safety or to the environment due to its radioactivity, ignitability, corrosivity, reactivity, explosivity, toxicity, carcinogenicity, mutagenicity, phytotoxicity, infectiousness, or other harmful or potentially harmful properties or effects, including, without limitation, tobacco smoke, petroleum and petroleum products, asbestos, radon, polychlorinated biphenyls (PCBs), and all of those chemicals, substances, materials, controlled substances, objects, conditions, wastes, living organisms, or combinations thereof that are now or become in the future listed, defined, or regulated in any manner by any Environmental Laws

based on, directly or indirectly, such properties or effects.

"**Improvements**" are any modification, alteration, addition, or removal of any material and any other action that changes the condition of the Lease Premises from the natural state, whether situated above, on, or under the Lease Premises. Improvements include any construction situated on or placement of material within the Lease Premises regardless of value.

"**Lease**" is this document together with all subsequent amendments and exhibits.

"**Major Repairs**" means any work that requires a permit or approval from other agencies, requires environmental review, or requires rebuilding or replacing any of the authorized Improvement(s).

"**Mineral Resources**" includes timber, crops, sand, oil, gas, hard rock minerals and other mineral deposits as defined in Public Resources Code section 6407.

"**Natural Resources**" are all of the flora and fauna native to both the upland terrestrial, fresh water, coastal and marine ecosystems within, and adjacent to, the lease premises.

"**Public Trust**" means the constitutional, statutory, and common law doctrine providing the state's sovereign authority over the navigable waters of the state, including the tidelands and submerged lands underlying those waters that are held in trust for the benefit of all the people of the state and for purposes that include maritime or water-dependent commerce, navigation, fisheries, the preservation of lands in their natural state for scientific study, open space, wildlife habitat, and water-oriented recreation.

"**Repairs**" means work to maintain the Lease Premises and Improvements thereon in good, safe, and clean condition. Repairs are work that is minor in scope, do not require obtaining permits, approvals, or authorizations from other agencies, such as building permits, and do not require environmental review under State or Federal environmental laws.

Paragraph 2: Rent

2.1. **Absolute Triple Net Lease**. This Lease is an absolute triple net lease, meaning Lessor has no obligation with respect to the payment of taxes, insurance, the cost of maintenance, utilities, repairs, or other costs or obligations associated with the Leased Premises, except as expressly stated herein.

2.2. **Payment of Rent**. Lessee must pay rent annually, on or before each anniversary of this Lease unless this Lease specifies a different rent schedule. The first installment is due on the beginning date of this Lease or within 60 days of Lessor authorizing the Lease at a public meeting, whichever is later. Rent is due each year in advance. Should Lessee submit payments that are less than the full amount of rent due under this Lease, Lessor may provide

a supplemental billing invoice. Rent will not be refunded or prorated if Lessee discontinues use of the Lease Premises during the term.

2.3. **Place for Payment**. All payments under this Lease must be submitted to Lessor's principal office as specified in this Lease. Lessee may contact Lessor's accounting staff for Lessor's current practices for payment by credit card or electronic fund transfer.

2.4. **Courtesy Invoices**. Lessor may send courtesy invoices to the address on file for Lessee at least thirty (30) days before a rent payment is due. Lessor's failure to, or delinquency in, providing invoices will neither excuse Lessee from paying rent nor extend the time for paying rent. If Lessor does not send a courtesy invoice, Lessee must submit rent in the amount of the prior year's rent when due and contact Lessor within thirty (30) days to determine the balance due.

2.5. **Penalties and Interest**. Penalties for late payments of any amounts due under this Lease and interest thereon are as provided in Title 2, California Code of Regulations section 1911(b). Timeliness of receipt of remittances shall be as provided in Title 2, California Code of Regulations section 1911(a).

2.6. **Annual Adjustment of Rent**. The rent specified in Section 1 of this Lease will be adjusted annually by the Consumer Price Index as specified in Title 2, California Code of Regulations section 1900(m) & (n) unless otherwise specified in this Lease.

2.7. **Review of Non-Monetary Consideration**. If rent is discounted or waived pursuant to Title 2, California Code of Regulations section 2003(e)(4), Lessor may review such determination at any time and set a monetary rental. Lessee shall be given at least thirty (30) days' notice prior to the date of the Commission meeting wherein the rent modification is considered, or thirty (30) days' notice prior to the effective date that the rent is changed, whichever provides more notice.

2.8. **Periodic Rent Review**. Lessor may modify the method, amount, or rate of consideration effective on each tenth anniversary of the beginning date of this Lease, in addition to the last two years of the Lease as provided in Provision 14.4 below. Lessor shall consider the factors provided in Title 2, California Code of Regulations section 2003(d) when determining whether a rent modification is appropriate and which rental method listed in section 2003(a) should apply. Should Lessor fail to exercise such right effective on any tenth anniversary, it may do so on any one (1) of the next nine (9) anniversaries following such tenth anniversary, without prejudice to its right to modify rent on the next or any succeeding tenth anniversary of the beginning date. No such modification shall become effective unless Lessee is given at least thirty (30) days' notice prior to the date of the Commission meeting wherein the rent modification is considered or thirty (30) days' notice prior to the effective date of the increase, whichever provides a greater notice period.

2.9. If Lessor elects to prepare an appraisal to establish a new rent, Lessee may, at its option, also provide a timely independent appraisal at its sole expense for Lessor's review and consideration. Prior to Lessee's contracting for such appraisal, Lessor and Lessee shall negotiate in good faith and agree upon the terms and conditions for such third-party appraisal, including but not limited to the highest and best use, appraisal methodology, and minimum appraiser credentials. Such appraisal shall be prepared in accordance with generally accepted and applicable appraisal standards as they are adopted from time to time by the Appraisal Standards Board of the Appraisal Foundation, and Lessor's Appraisal Guidelines.

2.10. **Books and Records**. Lessee must keep and maintain full and accurate accounting books and records of transactions from the Lease Premises in accordance with generally accepted accounting principles for at least the five (5) prior years. The accounting books and records kept and maintained by Lessee for audit purposes must include all records, receipts, journals, ledgers, and documents reasonably necessary to enable Lessor or its auditors to perform a complete and accurate audit of gross sales and exclusions from gross sales in accordance with generally accepted accounting principles. Lessee must also maintain an original receipt for the payment of taxes, assessments, or installments and deliver such to Lessor upon request.

2.11. **Report of Gross Income**. On Lessor's request, Lessee must submit a Report of Gross Income on a form provided by Lessor for the prior five (5) years. This report together with supporting documentation (hereinafter collectively referred to as "Income Reports") must include all business operations located on or over the Lease Premises. The gross income of sublessees and all others generating income on the Lease Premises must be reported separately and with sufficient organization and detail so that Lessor can identify the source of all gross income generated on the Lease Premises.

2.12. **Audits**. On not less than ten (10) days' prior written notice to Lessee, Lessor may cause an audit to be made of the Income Reports and all of Lessee's records and accounting books necessary (in Lessor's judgment) to audit such items. Lessee will make all such books and records available for the audit at the Lease Premises or at Lessor's offices. If the audit discloses an underpayment of Rent, Lessee will immediately pay to Lessor the amount of the underpayment with "Interest" (as provided in Paragraph 2.5), which will accrue from the date the payment should have been made through and including the date of payment. If the audit discloses an underreporting of rent in excess of two percent (2%) of the reported Gross Income, then Lessee will also immediately pay to Lessor all reasonable costs and expenses incurred in the audit and in collecting the underpayment, including auditing costs and attorney fees. If the audit discloses an overpayment of Rent, Lessee will be entitled to a credit in the amount of the overpayment against the next rent payment(s).

Paragraph 3: Surety

3.1. **Lessee to Obtain Surety**. Lessee shall provide a surety bond or other security device acceptable to Lessor when required by Section 1 of this Lease. Such security shall be for the specified amount, name the State of California, California State Lands Commission, as the assured, and guarantee to Lessor the faithful observance and performance by Lessee of all the terms, covenants, and conditions of this Lease.

3.2. **Lessor's Modification of Surety**. Lessor may require an increase in the amount of the surety bond or other security device to cover any additionally authorized Improvements, any modification of consideration, or to provide for inflation or other increased need for security. The surety bond or other security device may be increased: (i) if any additional Improvements or activities are authorized on the Lease Premises; (ii) if Lessee modifies any existing Improvements such that the cost for removal of such Improvements is increased; (iii) when a periodic rent review is conducted under section 2.8; (iv) on each fifth anniversary of this Lease, (v) Lessor determines it is in the best interest of the state; (v) within the last two years of the Lease. Should Lessor fail to exercise such right effective on any fifth anniversary, it may do so effective on any one of the next four anniversaries without prejudice to its right to modify the surety on the next fifth anniversary or as otherwise provided above. Lessor will provide at least thirty (30) days' notice prior to the date of the Commission meeting wherein the modification of the surety is considered, or thirty (30) days' notice prior to the effective date of the increase.

3.3. **Lessee's Modification of Surety**. Any security device required under this Lease must be maintained at all times during the Lease term. Lessee must first seek approval of Lessor before changing the surety holder or the type of security device used.

Paragraph 4: Insurance

4.1. **Lessee Must Insure Lease Premises**. Lessee must obtain and maintain in full force and effect during the term of this Lease comprehensive general liability insurance and property damage insurance against any and all claims or liability arising out of the ownership, use, occupancy, condition, or maintenance of the Lease Premises and all Improvements. The coverage limit must be no less than the amount specified in Section 1 of this Lease.

4.2. **Insurance Policy Requirements**. The insurance policy must identify the Lease by its assigned number. The coverage provided must be primary and non-contributing. Lessee must keep such policy current. At Lessor's request, Lessee must provide a full copy of the current insurance policy, along with any and all endorsements or other such documents affecting the coverage. Lessor will not be responsible for any premiums or other assessments on the policy.

4.3. **Notice to Lessor**. Lessee shall notify Lessor within five (5) business days if the insurance is canceled for any reason and shall act diligently to replace the insurance. Failure to timely replace the insurance may result in a default of the lease.

4.4. **Modification.** Lessor may require an increase in the amount of the insurance to cover any additionally authorized Improvements, any modification of consideration, or to provide for inflation or other increased need. Insurance coverage may be increased: (i) if any additional Improvements or activities are authorized on the Lease Premises; (ii) if Lessee modifies any existing Improvements or intensity of use; (iii) when a periodic rent review is conducted under section 2.8; (iv) on each fifth anniversary of this Lease; (v) Lessor determines it is in the best interest of the state; (vi)within the last two years of the Lease. Should Lessor fail to exercise such right effective on any fifth anniversary, it may do so effective on any one of the next four anniversaries without prejudice to its right to modify insurance requirements on the next fifth anniversary. Lessor will provide at least thirty (30) days' notice prior to the date of the Commission meeting wherein the modification of insurance is considered, or thirty (30) days' notice prior to the effective date of the increase.

Paragraph 5: Taxes, Assessments, and Fees

5.1. **Revenue and Tax Code Section 107.6 Statement**. Issuance of this Lease creates a possessory interest that may be subject to property taxation. The Lessee may be subject to, and is solely responsible for, any possessory interest taxes levied on the leasehold interest.

5.2. **Lessee to Pay All Taxes, Assessments, and Fees**. In addition to any Rent due under this Lease, Lessee must pay when due all real and personal property taxes imposed on or associated with the Lease Premises during the term of this Lease. This includes, without limitation: possessory interest taxes, assessments, special assessments, user fees, and service charges. If this Lease begins or ends during a tax year, Lessee must pay the taxes, assessments, and fees for the portion of the tax year the Lease was in effect.

5.3. **Reimbursement Agreements**. Lessee must pay in full any amount owed on the Application Reimbursement Agreement within 30 days of invoice.

5.4. **Records of Payments.** Lessee shall keep the official and original receipt for payments required by this paragraph 5 and provide to Lessor upon request.

Paragraph 6: Land Use

6.1. **Only Authorized Uses**. Lessee will use the Lease Premises only for the purposes stated in this Lease. Any additional uses or Improvements require separate authorization from Lessor. Lessee must submit a separate application to Lessor to amend this Lease if Lessee intends to add to or alter the Improvements on, or change the uses of, the Lease Premises.

6.2. **Lessee to Comply with All Applicable Laws**. Lessee, at Lessee's sole expense, will comply with all Applicable Laws. Lessee must give Lessor immediate written notice on Lessee's becoming aware that the use or condition of the Lease Premises is in violation of any Applicable Laws. Lessee must obtain and maintain all permits or other entitlements.

6.3. **Lease Does Not Substitute for Permits**. This Lease does not substitute for or provide preference in obtaining approval from other federal, state, or local agencies. Lessee is solely responsible for determining what approvals, authorizations, or certifications are required, and will be solely responsible for all costs incurred thereby.

6.4. **No Discrimination**. Lessee, in its use of the Lease Premises, must not discriminate against any person or class of persons on any basis protected by federal, state, or local law.

6.5. "**As Is**." Lessee accepts the Lease Premises "as is" and acknowledges that:

6.5.1. Lessor, including its officers and employees, made no representations or warranties as to the suitability of the Lease Premises for any uses authorized under this Lease. Lessee is solely responsible for determining the suitability of the Lease Premises for any proposed use or Improvements; and

6.5.2. Lessor, including its officers and employees, has made no representations or warranties as to the quality or value of any Improvements found on the Lease Premises, or of their conformity to Applicable Laws. Lessee agrees to inspect any preexisting Improvements at its own cost to determine whether such Improvements are safe and suitable for the Lessee's intended use; and

6.5.3. Damage to or destruction of any Improvements on the Lease Premises by any cause whatsoever does not entitle Lessee to any reduction in rent or extension of this Lease; and

6.5.4. Any Improvements on the Lease Premises are considered personal property and not fixtures; and

6.5.5. Lessee accepts the hazards involved in using or improving such lands. Lessor is not responsible for any damages or reduced use of the Lease Premises caused by: local or invasive flora or fauna, flooding, erosion, climate change, sea level rise, storms, freezing, inclement weather of any kind, acts of god, maintenance or failure of protective structures, and any other such hazards. Lessee will not be reimbursed or receive offset of rent for such hazards; and

6.5.6. The Lease Premises may be subject to pre-existing contracts, leases, licenses, easements, encumbrances, and claims. The Lease is made without warranty by Lessor of title, condition, or fitness of the land for the stated or intended purpose.

6.6. **Uses Inconsistent with the Public Trust Prohibited**. Unless specifically authorized in this Lease, any use of the Lease Premises which is inconsistent with the Public Trust is prohibited when the Lease Premises are lands subject to the Public Trust.

Paragraph 7: Climate Change

7.1. Lessee acknowledges that the Lease Premises and adjacent upland may be subject to

the hazards exacerbated by climate change, including sea level rise. Potential hazards to the Lease Premises from climate change include but are not limited to flood damage, erosion damage, earthquakes, tsunamis, and damage from waves and storm-created debris. Lessee acknowledges that these impacts associated with climate change may require additional adaptation or protection strategies applied to the improvements on the Lease Premises and additional maintenance.

7.2. Lessee assumes the risks associated with such potential hazards and agrees to be solely responsible for all damages, costs, and liabilities arising as a result of the impacts of such hazards on the Lease Premises. Any additional maintenance or protection strategies necessitated by such hazards may be subject to environmental review and require additional approval by the Lessor.

Paragraph 8: Environmental Matters

8.1. **Lessee to Comply with Environmental Laws**. Lessee, at its sole cost and expense, will comply with all Environmental Laws.

8.2. **Hazardous Materials**. Lessee will immediately notify Lessor of any known violation of any Environmental Laws, along with any action, claim, demand, inquiry, or order relating to a violation of Environmental Laws on the Lease Premises. Lessee must immediately provide copies of all related documents upon Lessor's request. Lessee must immediately notify Lessor and the appropriate governmental emergency response agency, or agencies in the event of any release or threatened release of any Hazardous Material on or about the Lease Premises.

8.3. **Cleanup of Hazardous Materials**. If Hazardous Materials are located on or released onto or about the Lease Premises due to Lessee's activities on the Lease Premises, the Lessee is responsible for the cleanup and disposal of such Hazardous Materials consistent with all Applicable Laws. Lessee must submit a site assessment and removal/remediation plan prepared by a professional, licensed and qualified to remove or remediate the Hazardous Materials for review and approval by Lessor. If Lessor approves the plan in writing, Lessee must commence the removal/remediation at its sole expense, in conformance with all Applicable Laws. Alternately, Lessor may elect to perform the removal/remediation at Lessee's expense. Lessee must compensate Lessor for the actual cost of the removal/remediation within thirty (30) days of receiving a written invoice from Lessor.

8.4. **Inspection**. Lessee will permit Lessor or its agents to enter the Lease Premises on 24-hour notice to inspect, monitor, or take remedial action with respect to Hazardous Materials. If Hazardous Materials are generated, stored, or transported on the Lease Premises, Lessor may require Lessee to conduct an independent environmental site assessment or inspection for the presence or suspected presence of Hazardous Materials. If this assessment or inspection is required, Lessor will be allowed to review and approve the contractor, and the work will be

done at Lessee's expense.

8.5. **Conservation**. Lessee will cooperate with and participate in conservation programs for water, electricity, composting, natural gas and recycling programs, including those for the collection of cardboard, metals, plastics, and glass at Lessee's expense.

Paragraph 9: Repairs, Major Repairs, and Alterations

9.1. **Lessee Required to Perform Repairs.** Lessee is solely responsible for maintaining the Lease Premises, including all Improvements, in good order and repair and in a clean, safe, sanitary, and orderly condition. Lessee is not required to get Lessor's advanced approval for routine Repairs.

9.2. **Major Repairs Require Lessor Approval**. Lessee must obtain Lessor's advanced written approval prior to conducting any Major Repairs. The decision whether a Repair is a Major Repair, and the decision whether a lease amendment is necessary, will be made by Lessor and based on the scope, cost, and impacts of the work.

9.3. **Alterations Require Lessor Approval**. Any material change in the size, scope, density, type, nature, or intensity of Improvements on or uses of the Lease Premises from what is authorized in this Lease will be considered an Alteration. Lessee may not conduct any Alterations without a modification of this Lease approved by Lessor. The decision whether a change constitutes an Alteration will be made by Lessor and based on the individual facts.

9.4. **Improvements in Disrepair or Unsafe Condition.** Lessee's failure to maintain the Lease Premises or Improvements that have become unsafe or derelict entitle Lessor to require removal under Paragraph 14. After providing notice and opportunity to cure, Lessor may require submission of a written plan to restore the Lease Premises under Paragraph 14. Lessee's failure to comply shall entitle Lessor to terminate this Lease, remove the Improvements from the Lease Premises and recover the costs incurred in doing so from the Lessee.

Paragraph 10: Lessor's Reservation of Rights

10.1. **Non-Exclusive Lease**. Lessee's right of occupancy is non-exclusive. Lessee may control access to the Improvements on the Lease Premises. Unless otherwise stated in this Lease, Lessee may exclude persons from the Lease Premises only when their presence or activity constitutes a material interference with the Authorized Use of the Lease Premises.

10.2. **Lessee Responsible for Impacts to Natural Resources and Public Trust Uses**. When the Lease Premises include school lands or sovereign lands, the Lessee is responsible for any damage or adverse impacts to Natural Resources within or adjacent to the Lease Premises. It is the intention of Lessor to limit the transfer of rights under this lease to the minimum level required to carry out the primary purpose of the Lease. Lessee's use of the Lease Premises must minimize impacts to the Public Trust if the Lease Premises are subject to the Public Trust. Lessee must not interfere with public access or Public Trust uses authorized under statute and common law.

10.3. **Mineral Resources**. Mineral Resources may not be removed from the Lease Premises unless specifically authorized under this Lease. Lessee shall not extract, sell, damage, or use Mineral Resources found within the Lease Premises without specific authorization under this Lease. Lessor reserves the right to grant and transfer Mineral Resources along with the right to grant leases to third parties in and over the Lease Premises for the extraction of such Mineral Resources. Such leasing will not be inconsistent or incompatible with the rights or privileges of Lessee under this Lease.

10.4. **Right to Inspect**. Lessor reserves the right to inspect the Lease Premises. If access to the Lease Premises is reasonably accomplished by passing through adjacent property owned by Lessee, Lessor shall provide 24-hour notice prior to entry and Lessee shall grant such entry for inspection of the Lease Premises.

10.5. **Statutory Reservations.** Lessor reserves to the public an easement across the Lease Premises complying with Public Resources Code section 6210.4 and Public Resources Code section 6210.5.

10.6. **Multiple Overlapping Leases Allowed.** Lessor reserves the right to lease, convey, or encumber the Lease Premises, in whole or in part, during the Lease term for any purpose not inconsistent or incompatible with the rights or privileges of Lessee under this Lease.

Paragraph 11: Indemnity

11.1. **Lessee's Sole Risk.** Lessee's use of the Lease Premises and any Improvements thereon, including use by guests and invitees, is at Lessee's sole and exclusive risk.

11.2. **Lessee to Indemnify Lessor**. Except to the extent caused by the sole negligence or willful misconduct of the Lessor, Lessee shall indemnify, hold harmless, and, at the option of Lessor, defend Lessor, its officers, agents, and employees from any and all Damages resulting from Lessee's occupation and use of the Lease Premises. Lessee shall reimburse Lessor in full for all reasonable costs and attorneys' fees, specifically including, without limitation, any Damages arising by reason of: (1) The issuance, enjoyment, interpretation, or breach of this Lease; (2) The challenge to or defense of any environmental review upon which the issuance of this Lease is based; (3) The death or injury of any person, or damage to or destruction of any property from any cause whatever in any way connected with the Lease Premises, or with any of the Improvements or personal property on the Lease Premises; (4) The condition of the Lease Premises, or Improvements on the Lease Premises; (5) An act or omission on the Lease Premises by Lessee or any person in, on, or about the Lease Premises; (6) Any work performed on the Lease Premises or material furnished to the Lease Premises; (7) Lessee's failure to comply with any Applicable Laws or violation of any Environmental Laws; (8) The costs for any cleanup or other response costs relating to the release or threatened release of Hazardous Materials on the Lease Premises during Lessee's occupation of the Lease Premises. This obligation includes any prior leases between Lessee and Lessor and will continue until Lessee has performed all duties under Paragraph 14.

11.3. **Lessor Not Required to Defend**. Lessor need not defend itself against all or any aspect of any challenge to this Lease or any associated environmental review. However, Lessee may take whatever legal action is available to it to defend this Lease or any associated environmental review against any challenge by a third party, whether or not Lessor chooses to raise a defense against such a challenge.

11.4. **Lessee to Notify Lessor**. Lessee shall notify Lessor immediately in case of any accident, injury, or casualty on the Lease Premises.

Paragraph 12: Assignment, Encumbrance, or Sublet

12.1. **Lessor's Consent Required for Assignment**. Lessee shall not mortgage; hypothecate; encumber; assign; sublet; enter into franchise, license, or concession agreements; or otherwise transfer all or part of this Lease (collectively "Assign" or "Assignment") without Lessor's advanced and expressed consent at a properly noticed public meeting. Any purported Assignment without Lessor's consent will be void and of no force or effect and will not confer any estate or benefit on anyone. A consent to one Assignment by Lessor will not be deemed to be a consent to any subsequent Assignment by or to any other party.

12.2. **Lessee Actions Not Considered Assignments**. If Lessee is a public corporation whose stock is traded on a nationally recognized stock exchange, sale or transfer of such stock is not an Assignment.

12.3. **Procedures**. If Lessee desires to Assign this Lease, Lessee will apply to Lessor for the proposed Assignment. The Assignment will be considered by Lessor at a public meeting. Lessor may require any of the following in considering consent of an Assignment: (a) the nature, effective date, terms, and conditions of the assignment; (b) a description of the identity, net worth, and previous business experience of the proposed assignee; (c) a complete business plan prepared by the proposed assignee; and (d) any further information relevant to the proposed Assignment that Lessor reasonably requests. Lessor may either (i) consent to the proposed Assignment; (ii) refuse to consent to the proposed Assignment; or (iii) determine that it is preferable to terminate this Lease and issue a new lease to the proposed assignee.

12.4. **Standard for Consent**. Lessor may refuse its consent to the proposed Assignment on any reasonable grounds. Reasonable grounds include, without limitation: (a) the proposed assignee intends to use the Lease Premises for different activities or uses than those set forth in Section 1; (b) the proposed assignee's financial condition is deemed by Lessor to be inadequate to support the financial and other obligations of Lessee under this Lease; (c) the business reputation or character of the proposed assignee is not reasonably acceptable to Lessor; (d) the proposed assignee is not likely to conduct a business of a quality substantially equal to that conducted by Lessee; (e) the proposed assignee's planned use of the Lease Premises would increase the burden on the Lease Premises, involve an increased risk of the presence, use, release, or discharge of Hazardous Materials; or (f) Lessor has not received adequate assurance that all breaches will be cured before the effective date of the proposed Assignment.

12.5. **Additional Terms**. Lessee's Assignment of the Lease does not release Lessee from liability for any Hazardous Materials or ordinance manufactured, generated, used, placed, disposed, stored, or transported on the Lease Premises during Lessee's tenancy. An unauthorized assignment does not relieve Lessee from its covenants and obligations under this Lease.

Lessor's acceptance of any payment due under this Lease from any person other than Lessee will not be deemed to be a waiver by Lessor of any provision of this Lease or to be a consent to any Assignment.

12.6. **Bankruptcy**. If Lessee files a petition or an order for relief is entered against Lessee under the Bankruptcy Code (11 U.S.C. § 101, et seq.), then the trustee or debtor-in-possession must elect to assume or reject this Lease within sixty (60) days after filing of the petition or appointment of the trustee, or as that deadline may be extended by order of the court, or the Lease shall be deemed to have been rejected and Lessor shall be entitled to immediate possession of the Lease Premises. No assumption or assignment of this Lease shall be effective unless it is in writing and unless the trustee or debtor-in-possession has cured all breaches of this Lease (monetary and non-monetary) or has provided Lessor with adequate assurances (a) that within ten (10) days from the date of such assumption or assignment, all monetary breaches of this Lease will be cured; and (b) that within thirty (30) days from the date of such assumption, all non-monetary breaches of this Lease will be cured; and (c) that all provisions of this Lease will be satisfactorily performed in the future.

12.7. **Permitted Assignments**. The following Assignments are permitted under this Lease without Lessor's consent: (a) Assignment caused by the death of a spouse where the full interest of the deceased spouse is Assigned to a surviving spouse who is a co-lessee on this Lease, provided Lessor is notified in writing within thirty (30) days of the assignment; (b) assignment caused by the dissolution of the marriage of Lessee when the full interest of one spouse is assigned to the other spouse who is a co-lessee on this Lease, provided Lessor is notified in writing within thirty (30) days of the transfer; and (c) substitution or succession of a new trustee if the Lease is held in trust and the Lessee is a trustee or successor trustee thereof, provided Lessor is notified in writing no later than sixty (60) days after the named trustee as appears on the face of this Lease becomes unable or ceases to serve as trustee for any reason.

12.8. **Lessee Remedies**. If Lessor withholds or conditions its consent and Lessee believes that Lessor did so contrary to the terms of this Lease, then Lessee's sole remedy will be to prosecute an action for declaratory relief to determine if Lessor properly withheld or conditioned its consent, and Lessee hereby waives all other remedies.

Paragraph 13: Breach

13.1. **Events of Breach**. All covenants and agreements contained in this Lease are declared to be conditions to this Lease. Lessee's failure to pay rent when due or any other charges under this Lease for five (5) days after written notice from Lessor to Lessee will be considered a monetary breach. Lessee's failure to perform any other promise, covenant, or agreement under this Lease for more than thirty (30) days after written notice from Lessor to Lessee will be considered a non-monetary breach. If a non-monetary breach cannot be cured within the thirty (30)-day period, the breach will be deemed to be cured if Lessee begins to cure the

breach within the thirty (30)-day period and continues to diligently complete the cure.

13.2. **Breach of Lease**. Lessor shall provide written notice to Lessee specifying the particulars of the breach. Should Lessee fail to cure the breach within the period specified in Paragraph 13.1, then Lessor may elect to pursue any available remedies under law, or those specified in paragraph 13.3, below.

13.3. **Remedies on Breach of Lease**. In addition to any other rights or remedies at law or equity, Lessor may, without further notice, (a) terminate this Lease, reenter and take possession of the Lease Premises and remove all persons and all Improvements therefrom at Lessee's cost; or (b) keep this Lease in effect without declaring this Lease terminated and without terminating Lessee's right to possession, reenter the Lease Premises and occupy the whole or any part for and on account of Lessee and collect any unpaid rentals and other charges that have become payable or that may thereafter become payable; or (c) terminate this Lease after reentering the Lease Premises as provided in subclause (b) above. Any notice required to be given by Lessor above will be instead of, and not in addition to, any notice required under the laws of the State of California.

13.4. **Determination of Rental Value**. If rent under this Lease is calculated as percentage of Lessee's income attributable to the Lease Premises and Lessee abandons the Lease Premises, then the reasonable rental value shall be the percentage of proceeds Lessor would have received had Lessee operated the Lease Premises in the usual and customary manner.

13.5. **Acceptance of Rent When Lessee is in Breach**. Lessor's acceptance of any rent shall not be considered a waiver of any preexisting Breach by Lessee other than the failure to pay the particular rent accepted regardless of Lessor's knowledge of the preexisting Breach at the time rent is accepted, unless the breach was a monetary breach and the payment occurs during the cure period specified in Paragraph 13.1.

13.6. **Acceptance of Payments After Lease Termination**. Lessee's submission or Lessor's acceptance of any payments after the expiration or termination of this Lease shall not reinstate or extend this Lease. Lessor may elect to retain any payment submitted and apply these payments to offset any damages claimed against Lessee; or Lessor may elect to allow a holdover tenancy under Paragraph 14.6; or Lessor may elect to refund the payments less a reasonable handling fee.

13.7. **Waiver of Rights**. The failure or delay of either party to exercise any right or remedy shall not be construed as a waiver of such right or remedy or any Breach by the other party.

Paragraph 14: Conditions of Lease Termination

14.1. **Use of State Land**. This Lease authorizes the use or occupation of state land for a fixed term of years without options or rights of renewal. Lessee accepts that future leases authorizing the continued existence of any Improvements constructed or maintained by

Lessee on the Lease Premises are subject to a discretionary action of the California State Lands Commission. Submission of an application for a new lease does not guarantee a new lease will be granted to Lessee. Lessee acknowledges that construction of Improvements on the Lease Premises and investment in or obtaining financing for the uses authorized under this Lease is done in full understanding that future leases are not guaranteed. Lessee also affirmatively represents that the cost of removing Improvements was considered before entering into this Lease and placing or assuming any Improvements on state land.

14.2. **Abandonment**. Lessee's right of access to the Lease Premises was a material consideration in Lessor issuing this Lease. If, without prior notice to Lessor, Lessee sells, abandons, or loses title to the upland property adjacent to the Lease Premises, or otherwise loses the legal right to access the Lease Premises, Lessor may deem this an abandonment of the Lease Premises. Lessee must actively maintain and manage any Improvements authorized by this Lease. Should Lessee discontinue use, management, or maintenance of the authorized Improvements, Lessor may deem this an abandonment and elect to terminate the Lease. Alternately, Lessor has the remedy described in California Civil Code section 1951.4 (Lessor may continue lease in effect after Lessee's breach and abandonment and recover rent as it becomes due if Lessee has right to sublet or assign, subject only to reasonable limitation). Abandonment of the Lease Premises shall not relieve Lessee of any obligations under this Lease.

14.3. **Restoration**. In issuing this Lease it is Lessor's understanding that all Improvements will be removed from state land at the expiration or termination of this Lease. If Lessee abandons the Lease Premises, or Lessor terminates this Lease, or this Lease expires without execution of a new lease authorizing Lessee's use of the Lease Premises, Lessee must: 1) remove all Improvements regardless of whether Lessee constructed or placed Improvements together with all debris at its sole expense and risk, restoring the Lease Premises to as close as possible to an unimproved condition to Lessor's satisfaction; and 2) immediately surrender possession of the Lease Premises. Lessor may, in its sole discretion, allow all or any portion of the Improvements to remain in place. In carrying out this obligation, Lessee acknowledges that further authorizations, review of the Restoration Plan, and environmental review may be necessary as outlined in Section 14.4 below.

14.4. **Two Years Prior to Expiration**. (A) If Lessee desires to continue the uses authorized under this Lease, Lessee shall submit an application together with all required fees at least two years prior to the expiration of this Lease. Submission of an application does not guarantee a new lease will be granted to Lessee. (B) If Lessee does not desire to occupy the Lease Premises beyond the term of this Lease, then two years prior to the expiration of this Lease, Lessee shall submit an application, including a detailed plan to remove all Improvements and restore the Lease Premises to the condition existing prior to the installation or construction of any Improvements. The plan must include a timeline for obtaining all

necessary permits. The restoration plan may require a subsequent environmental review and approval from Lessor. (C) Lessor may modify annual rent, surety and insurance within the last two years of the Lease.

14.5. **Failure to Restore Lease Premises**. Lessee's failure to remove improvements, restore the Lease Premises, or surrender possession of the Lease Premises at the expiration or sooner termination of this Lease shall not constitute a renewal or extension and shall not give Lessee any rights in or to the Lease Premises or any part thereof. Lessee shall not be entitled to any compensation for Improvements left on the Lease Premises at the termination or expiration of this Lease. Lessor may, in its sole discretion, elect to treat the Improvements as abandoned and remove all or any portion of Improvements from the Lease Premises. Lessee's failure to adequately restore the Lease Premises imposes significant financial liability on Lessor. As a result, Lessee shall be responsible for all expenses incurred by Lessor in restoring the Lease Premises, including, without limitation, staff time, environmental work or permitting, contractor costs, and reasonable attorney's fees.

14.6. **Holdover**. This Lease terminates without further notice at the end of its term. Lessor may, in its sole discretion, choose to accept Rent for the Lease Premises and allow a period of holdover tenancy. Any holdover tenancy shall be on a month-to-month basis. Lessee's submittal of annual rent during holdover does not constitute tenancy longer than month-to-month. Any holdover tenancy shall be on the same terms as this Lease insofar as such terms can be applicable to a month-to-month tenancy. The rent for each month or any portion thereof during such holdover period is one hundred fifty percent (150%) of one-twelfth (1/12) of the total compensation for the most recent year paid. The month-to-month tenancy may be terminated by Lessor upon thirty (30) calendar days' prior written notice to Lessee.

14.7. **Holdover on Leases with No Monetary Consideration**. In the event this Lease does not require monetary consideration, 14.6 shall continue to apply, and in addition: 1) Lessor shall have the right to establish rent based on the fair market value of the Lease Premises, and 2) In no way shall the prior lease consideration limit damages for trespass.

14.8. **Quitclaim**. In the event this Lease is terminated prior to expiration, Lessee shall deliver a quitclaim of all rights under this Lease to Lessor on request. Lessee shall execute and deliver such quitclaim to Lessor in a form provided by Lessor. Should Lessee fail or refuse to deliver such a release, Lessor may record a written notice reciting such failure or refusal. This written notice shall, from the date of its recordation, be conclusive evidence against Lessee of the termination of this Lease and all other claimants.

Paragraph 15: Additional Provisions

15.1. **Conflict in Terms**. In the case of any conflict between these General Provisions and Special Provisions found in Section 2, the Special Provisions control.

15.2. **Boundaries**. This Lease does not establish the State's boundaries in so far as it relates to land and resource jurisdiction and ownership and is made without prejudice to either party regarding any land and water boundary or title claims which may be asserted presently or in the future.

15.3. **No Waiver**. Lessor's acceptance of a late or nonconforming performance shall not constitute a waiver unless such waiver is expressly acknowledged by Lessor in writing. Lessor's delay in or omission to exercise any right under this Lease shall not constitute a waiver.

15.4. **Time is of the Essence**. Time is of the essence for this Lease and each and all of its terms, covenants or conditions in which performance is a factor.

15.5. **Notice**. All notices required to be given under this Lease shall be given in writing, sent by U.S. Mail or other reputable private carrier with postage prepaid, to Lessor at the offices of the State Lands Commission and the Lessee at the address specified in this Lease. Lessor's staff and Lessee may agree to accept any notice by electronic mail. Lessee shall give Lessor notice of any change in its name or address.

15.6. **Consent**. Lessor's consent to one transaction or event shall not be deemed to be a consent to any subsequent occurrence.

15.7. **Changes**. This Lease may only be amended, revised, or supplement by written agreement of the Parties.

15.8. **Joint and Several Obligation**. If more than one Lessee is a party to this Lease, the obligations of the Lessees shall be joint and several.

15.9. **Captions**. The section and paragraph captions used in this Lease are for the convenience of the Parties. The captions are not controlling and shall have no effect upon the construction or interpretation of this Lease.

15.10. **Severability**. If any term, covenant, or condition of this Lease is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Lease shall not be affected thereby, and each term and provision of this Lease shall remain valid and enforceable to the fullest extent permitted by law.

15.11. **Representations**. Lessee agrees that no representations have been made by Lessor or by any person or agent acting for Lessor except those stated in this Lease. This document contains the entire agreement of the Parties. No verbal agreements, representations, warranties, or other understandings affect this Lease. Lessor and Lessee, as a material part of the consideration of this Lease, waive all claims against the other for rescission, damages, or otherwise by reason of any alleged covenant, agreement, or understanding not contained in this Lease.

15.12. **Gender and Plurality**. In this Lease, words importing any gender include any or all

genders, and the singular number includes the plural whenever the context so requires.

15.13. **Survival of Certain Covenants**. All covenants pertaining to bond, insurance, indemnification, restoration obligations, breach or remedies shall survive the expiration or earlier termination of this Lease until Lessee has fulfilled all obligations to restore the Lease Premises as required by this Lease.

15.14. **Counterparts**. This agreement may be executed in any number of counterparts and by different Parties in separate counterparts.

15.15. **Delegation of Authority**. Lessor and Lessee acknowledge that Lessor as defined herein includes the Commission Members, their alternates or designees, and the staff of the Commission. The ability of staff of the Commission to give consent, or take other discretionary actions described herein will be as described in the then-current delegation of authority to Commission staff. All other powers are reserved to the Commission.

15.16. **Successors.** The terms, covenants, and conditions of this Lease shall extend to and be binding upon and inure to the benefit of the heirs, successors, and assigns of the respective parties.

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STATE OF CALIFORNIA - STATE LANDS COMMISSION

LEASE NUMBER: _____ A5445

This Lease shall become effective only when approved by and executed on behalf of the State Lands Commission of the State of California and Lessee. The submission of this Lease by Lessor, its agent, or representative for examination by Lessee does not constitute an option or offer to lease the Lease Premises upon the terms and conditions contained herein, or a reservation of the Lease Premises in favor of Lessee. Lessee's submission of an executed copy of this Lease to Lessor shall constitute an offer to Lessor to lease the Lease Premises on the terms and conditions set forth herein.

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the date hereafter affixed.

LESSEE: SUTTER BUTTE FLOOD CONTROL AGENCY

By: _____
Michael Bessette

Title: Executive Director

Date: 10/14/2026

LESSOR: STATE OF CALIFORNIA
STATE LANDS COMMISSION

By: _____

Robert Brian Bugsch

Title: Chief, Land Management

Date: _____

Execution of this document was authorized by the California State Lands Commission on _____.

ATTACH ACKNOWLEDGMENTS

CALIFORNIA ACKNOWLEDGMENT CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Placer }

On 10.14.26 *Date* before me, Tonni Clark, Notary Public *Here Insert Name and Title of the Officer*

personally appeared Michael Bessette *Name(s) of Signer(s)*

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

TONNI CLARK
Notary Public - California
Placer County
Commission # 2509815
My Comm. Expires Jan 16, 2029

Place Notary Seal and/or Stamp Above

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Tonni Clark *Signature of Notary Public*

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document
Title or Type of Document: CA State land Commission lease
Document Date: 10.14.26 Number of Pages: 31
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer is Representing: _____

Signer's Name: _____
☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer is Representing: _____

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EXHIBIT A

A 5445

LAND DESCRIPTION

A parcel of submerged lands situate in the bed of the Feather River, Butte County, State of California, located in Section 25 in an area designated “Mineral Land” as shown on Official Government Township Plat of Township 19 North, Range 3 East, M.D.M., approved March 9, 1870, and adjacent to Rancho Fernandez; more particularly described as follows:

PARCEL 1

BEGINNING at a point in the bed of the Feather River, from which a NGS monument, with designation “BUZ”, and PID “DL9148”, bears S 39° 03’ 48” E, 16,938.34 feet, thence the following 27 courses:

1) N 76° 52' 14" W, 512.45 feet;
2) N 67° 13' 49" E, 696.59 feet;
3) N 62° 17' 22" E, 422.52 feet;
4) N 68° 01' 47" E, 521.74 feet;
5) N 60° 00' 24" E, 544.00 feet;
6) N 36° 23' 06" E, 350.08 feet;
7) N 25° 32' 57" E, 213.98 feet;
8) N 41° 54' 24" E, 96.48 feet;
9) N 28° 20' 41" E, 603.28 feet;
10) N 21° 39' 04" E, 841.98 feet;
11) N 14° 58' 01" E, 727.95 feet;
12) S 43° 57' 02" E, 513.90 feet;
13) S 61° 49' 24" E, 38.40 feet;
14) S 10° 34' 50" W, 285.69 feet;
15) S 40° 31' 18" W, 156.76 feet;
16) S 08° 08' 08" W, 35.11 feet;
17) S 39° 02' 18" W, 255.49 feet;
18) S 20° 03' 12" W, 668.60 feet;
19) S 15° 21' 24" W, 361.75 feet;
20) S 35° 26' 47" W, 727.86 feet;
21) S 07° 28' 36" W, 75.53 feet;
22) S 44° 26' 25" W, 257.93 feet;
23) S 52° 15' 20" W, 330.93 feet;
24) S 69° 18' 49" W, 343.21 feet;

25) S 66° 16' 25" W, 594.90 feet;
26) S 60° 30' 17" W, 406.05 feet;
27) N 89° 57' 14" W, 273.70 feet to the **POINT OF BEGINNING**.

EXCEPTING THEREFROM any portion lying landward of the Low Water Mark of the Feather River.

Bearings and distances are based on the California Coordinate System, NAD 83 Datum, Zone 2 (2010 Epoch).

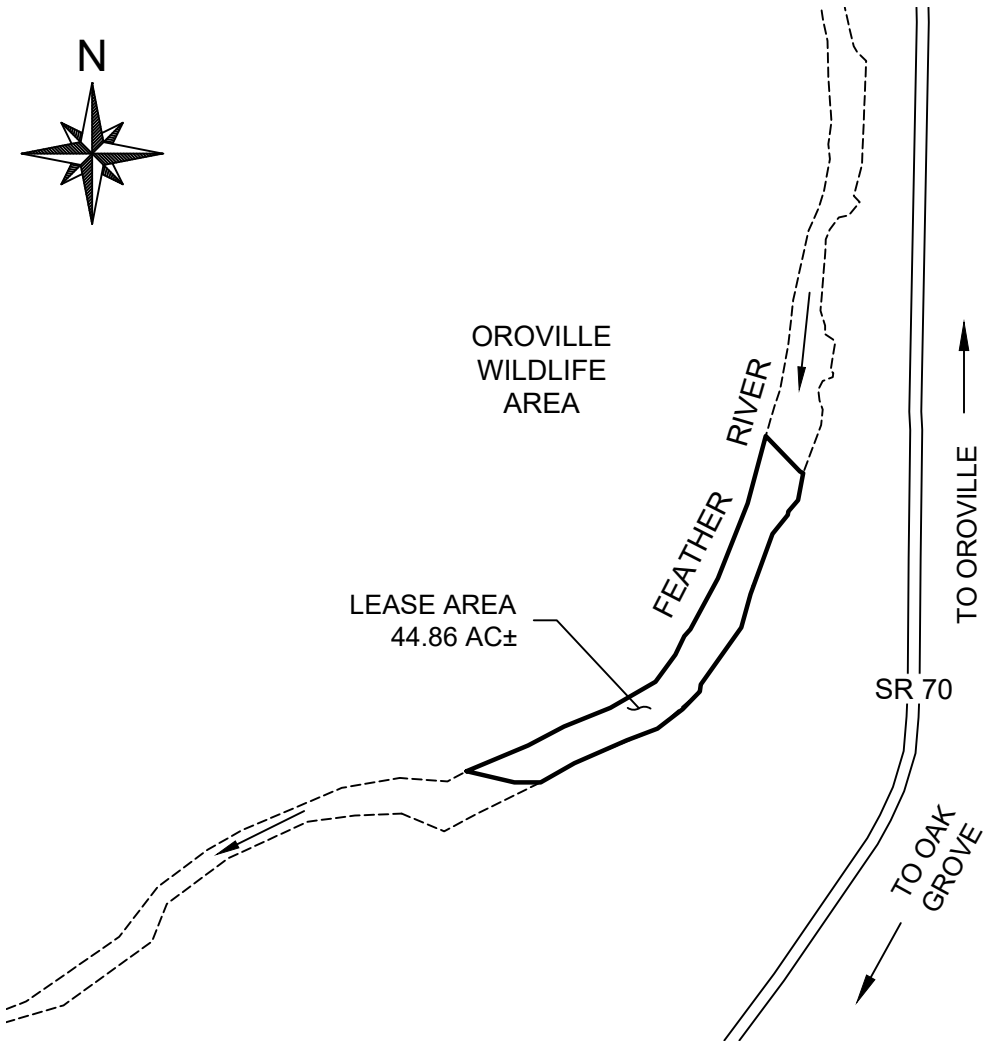
END OF DESCRIPTION

Prepared May 8, 2026 by the California State Lands Commission Boundary Unit.



NO SCALE

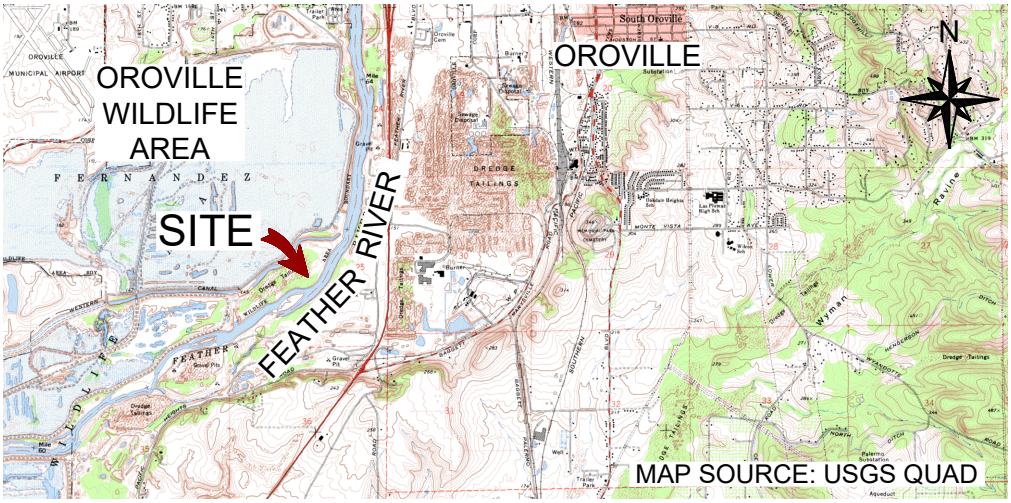
SITE



OROVILLE WILDLIFE AREA - S.B.F.C.A.

NO SCALE

LOCATION



THIS EXHIBIT IS SOLELY FOR PURPOSES OF GENERALLY DEFINING THE LEASE PREMISES, IS BASED ON UNVERIFIED INFORMATION PROVIDED BY THE LESSEE OR OTHER PARTIES AND IS NOT INTENDED TO BE, NOR SHALL IT BE CONSTRUED AS, A WAIVER OR LIMITATION OF ANY STATE INTEREST IN THE SUBJECT OR ANY OTHER PROPERTY.

EXHIBIT B

A5445
SUTTER BUTTE FLOOD CONTROL AGENCY
APN 030-280-009
GENERAL LEASE - PUBLIC AGENCY USE
BUTTE COUNTY



DdV 05/08/26

EXHIBIT C

CALIFORNIA STATE LANDS COMMISSION
MITIGATION MONITORING PROGRAM
Oroville Wildlife Area River Restoration Project at Robinson's Riffle
(A5445, State Clearinghouse No. 2019100230)

The California State Lands Commission (Commission or CSLC) is a responsible agency under the California Environmental Quality Act (CEQA) for the Oroville Wildlife Area River Restoration Project at Robinson's Riffle (Project). The CEQA lead agency for the Project is the State Water Resources Control Board (SWRCB).

In conjunction with approval of this Project, the Commission adopts this Mitigation Monitoring Program (MMP) for the implementation of mitigation measures for the portion(s) of the Project located on State lands. The purpose of an MMP is to impose feasible measures to avoid or substantially reduce the significant environmental impacts from a project identified in an Environmental Impact Report (EIR) or a Mitigated Negative Declaration (MND). CEQA Guidelines section 15097, subdivision (a), states in part:

> *In order to ensure that the mitigation measures and project revisions identified in the EIR or negative declaration are implemented, the public agency shall adopt a program for monitoring or reporting on the revisions which it has required in the project and the measures it has imposed to mitigate or avoid significant environmental effects. A public agency may delegate reporting or monitoring responsibilities to another public agency or to a private entity which accepts the delegation; however, until mitigation measures have been completed the lead agency remains responsible for ensuring that implementation of the mitigation measures occurs in accordance with the program.*

The lead agency certified a Program EIR, State Clearinghouse No. 2019100230, adopted a Mitigation Monitoring and Reporting Program (MMRP) for the whole of the Project, and, along with the California Central Valley Regional Water Quality Control Board, remains responsible for ensuring that implementation of the mitigation measures, general protection measures, and species protection measures occurs in accordance with its program. The Commission's action and authority as a responsible agency apply only to the measures listed in Table C-1 below. The full text of each measure, as set forth in the MMRP (see Appendix J of

the Final PEIR) and Appendix E (see Order Attachment A) prepared by the CEQA lead agency, is incorporated by reference in this Exhibit C.

Table C-1. Project Impacts and Applicable Measures

Potential Impact	Mitigation Measure (MM), General Protection Measure (GPM), and Species Protection Measure (SPM)[1]
3.4-4	MM AIR-1 and AIR-2 GPM GPM-6 and GPM-12
3.4-5	MM AIR-3
3.5-1	GPM GPM-5, GPM-7, GPM-8, WQHM-4, VHDR-1, VHDR-2, and VHDR-3 SPM SPM-1, SPM-2, SPM-3, PLANT-1, PLANT-2, PLANT-3, PLANT-4, PLANT-5, and PLANT-6
3.5-2	GPM GPM-2, GPM-3, GPM-4, GPM-5, GPM-6, GPM-7, GPM-8, GPM-9, GPM-10, GPM-13, GPM-14, GPM-15, WQHM-2, WQHM-4, WQHM-6, VHDR-1, VHDR-2, VHDR-3, VHDR-4, and VHDR-5 SPM SPM-1, SPM-2, SPM-3, SPM-4, SPM-5, SPM-6, AMP-2, AMP-3, AMP-6, AMP-8, AMP-9, AMP-10, AMP-11, REP-1, REP-5, REP-6, BIRD-1, BIRD-2, BIRD-3, BIRD-4, BIRD-5, MAM-1, MAM-2, MAM-3, MAM-4, MAM-5, and INVERT-3
3.5-3	GPM GPM-5, GPM-7, GPM-8, GPM-9, GPM-12, GPM-15, WQHM-4, VHDR-2, and VHDR-3 SPM SPM-1, SPM-2, and INVERT-3
3.6-1	GPM GPM-2, GPM-3, GPM-4, GPM-5, IWW-1, IWW-2, IWW-3, SPM-3, WQHM-1, WQHM-2, WQHM-4, WQHM-6, VHDR-1, VHDR-2, VHDR-3, VHDR-4, and VHDR-5

[1] See Appendix E (Order Attachment A) and Appendix J of the Final PEIR for the full text of each measure prepared by the CEQA lead agency.

Potential Impact	Mitigation Measure (MM), General Protection Measure (GPM), and Species Protection Measure (SPM)[1]
	SPM FISH-1, FISH-2, FISH-3, and FISH-4
3.7-1	MM CUL-1
3.7-2	MM CUL-2 and CUL-3
3.7-3	MM CUL-2, CUL-3, and CUL-4
3.10-2	MM HAZ-1, HAZ-2, and HAZ-3 GPM GPM-6, GPM-7, GPM-10, GPM-11, GPM-12, GPM-14, WQHM-1, WQHM-2, WQHM-4, WQHM-6, IWW-1, IWW-2, IWW-3, and VHDR-6
3.11-1	GPM GPM-10, GPM-11, GPM-12, WQHM-1, WQHM-2, WQHM-4, WQHM-6, IWW-1, IWW-2, IWW-3, VHDR-2, VHDR-3, and VHDR-4
3.14-1	MM NOISE-1 and NOISE-2
3.18-1	MM TCR-1, TCR-2, and CUL-4

Sutter Butte Flood Control Agency

A Partnership for Flood Safety

November 10, 2026

TO: Board of Directors

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

SUBJECT: Approval of Task Order 12 Amendment No. 2 with ECORP Consulting Inc. for Environmental Support for the Sutter Bypass East Levee Project

---

Recommendation

It is recommended that the Board of Directors:

1. Approve and authorize the Executive Director to execute Task Order 12 Amendment No. 2 with ECORP Consulting, Inc. (ECORP) in the amount of $40,000 to provide environmental support services for the Sutter Bypass East Levee (SBEL) 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.

Under the Small Community Flood Risk Reduction Program, SBFCA completed the Tudor Flood Risk Reduction Feasibility Study which prioritized repairs and improvements along the Sutter Bypass East Levee. Over the last year, SBFCA has been working with the State to advance the design and environmental work for repairs to approximately 5.2 miles of the SBEL near Gilsizer Sough. As previously reported to the Board, the State has agreed to cost share in this effort by providing directed funding to SBFCA of up to $4.0 million dollars and engaging their contractor directly to prepare the necessary CEQA documentation for the project. The Board approved the draft form of the funding agreement with the California Department of Water Resources for the Sutter Bypass East Levee Project in September 2022 (Resolution No. 2022-15) and SBFCA received the final executed agreement from DWR in January of 2023.

In order to execute the work associated with the DWR funding agreement, SBFCA requires support with acquiring the permits for construction. The intent of Task Order 12 Amendment No. 2 is to provide SBFCA with necessary support for advancing the Sutter Bypass East Levee Project. The scope of work includes additional services for revising the environmental documentation to accommodate changes in design, and additional efforts associated with the Biological Assessment, the Section 7 USFWS consultation, and the CDFW Consistency Determination. ECORP will perform the tasks as listed in the scope of work with direction from SBFCA's Executive Director and Director of Engineering.

Fiscal Impact

Approval of Task Order 12 Amendment No. 2 will obligate SBFCA to pay for the associated services delivered (which are provided on a time and materials basis) up to the task order budget limitation. With the Amendment, the total maximum limit for Task Order 12 will be increased from $190,000 to $230,000 (SBFCA Expenditure Account 731-99-7071-67612). Budget for Sutter Bypass East Levee Project is included with the Board Approved FY 2026 through 27 budgets. There is no net budgetary impact from the Board's approval of staff's recommendation.

Attachment: ECORP Task Order 12 Amendment No. 2

ECORP Consulting, Inc.

Task Order 12, Amendment No. 2

SCOPE OF WORK

Sutter Bypass East Levee Critical Repairs Project

Baseline Studies and Permitting

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 cost for the Sutter Bypass East Levee Critical Repairs Project. This scope covers anticipated efforts necessary to conduct baseline technical studies and prepare agency permit applications. 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 – OUT OF SCOPE/REVISIONS/AMENDMENTS

Requesting a Change Order for the SBEL project to address previously conducted out of scope tasks and/or additional effort as well as an estimate of costs to complete the permitting process. The out-of-scope tasks were performed utilizing remaining funds that were allocated for tasks that ended up not being required after the project components and footprint were refined (NMFS BO, 401 Certification, and CDFW 1602). Remaining tasks include consultation process with USFWS and CDFW. We have just received comments from USFWS on the BA from Corps 408 which are asking for mitigation measures for the Yellow Billed Cuckoo (YBCU), and we are anticipating pushback from CDFW on our proposed mitigation measures for giant garter snake (GGS). Other projects have required 0.5:1 mitigation as opposed to the minimal requirement to restore habitat within one season. Our requested change order is an estimate of what it will take to complete the USFWS Section 7 and CDFW Consistency Determination consultations as well as general Project management/meetings, and other project related requests.

Out of Scope/Extra Effort:

Biological Resource Assessment (BRA)

- Revisions to BRA to support DWR CEQA ISMND as project footprint (width and pipe work) evolved.
- Difficulties in obtaining information on potential tree removals – needed to address comments from various agencies in reviewing BRA and ISMND.

USACE Clean Water Act 404 Permit

- 404 permit application drafted due to project impacts to channel and ditches identified on Plans (construction limits and pipe work within delineated waters)
- Changes to plans (refinement of limits of grading and pipe work) involved back and forth with Engineer to address ongoing and resurfacing of impacts on plans.

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- Ultimately arrived at project footprint that avoided all impacts – Switched approach to obtaining a No Permit Needed letter from USACE. Subsequent changes were needed for the project area and delineation map as project footprint evolved.

USFWS Section 7 Consultation

- Revisions to Biological Assessment (BA) to support Section 7 Consultation and CDFW Consistency Determination as project footprint evolved.
- Extensive Comments on BA on from Corps 408
- USFWS Comments received 9/26/2026 on BA from Corps 408 include significant changes to Yellow Billed Cuckoo (YBCU) measures – *which will entail effort to assess noise impacts, minimize required surveys, revise mitigation measures and limit construction windows.*

Assisting in Preparing environmental forms for sub-projects within the SBEL

- Completed forms for 3 projects as requested

Addition of 150 feet at southern end of Project

- Decision to add 150 feet at southern end of the project required all documents to be updated, including:
    - BRA to Support ISMND
    - BA to Support USFWS and CDFW Consultation
    - USACE Section 404 Application for No Permit Needed authorization
    - NEPA EA
    - ISMND (ECORP completed amendment as DWR contract with GEI was closed)

Remaining Permitting Tasks

- Section 7 Consultation and Consistency Determination/Agency Liaison
    - Responding to recent and future questions, comments, and requirements resulting from consultations
    - YBCU mitigation measures
    - GGS mitigation

- Project Management, Meetings, Client Requests

BUDGET

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

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Task/Phase	Task Description/Activity	Budget ($)
Task 5	**Out of Scope/Revisions/Amendments**	**$40,000**
	TOTAL COST ESTIMATE FOR AMENDMENT NO. 1	**$40,000**

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	CONSULTANT
By: _____	By: _____
MICHAEL BESSETTE	BJORN GREGERSEN
Executive Director, SBFCA	President, ECORP Consulting, Inc.

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Sutter Butte Flood Control Agency

A Partnership for Flood Safety

November 10, 2026

TO: Board of Directors

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

SUBJECT: Approval of Task Order 15 Amendment No. 4 with ECORP Consulting Inc. for Environmental Permitting and Compliance Support for the OWA Robinson's Riffle Project

---

Recommendation

It is recommended that the Board of Directors:

1. Approve and authorize the Executive Director to execute Task Order 15 Amendment No. 4 with ECORP Consulting, Inc. (ECORP) in the amount of $2,082,465 to provide environmental permitting and compliance support 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 provided $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. SBFCA then 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 to coordinate with the Project team and resource agencies as necessary for design and permitting of the project. The work consisted 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. Task Order 15 Amendment No. 2 included 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 included additional efforts for conducting Special Status Plant Surveys and for services to obtain the remaining permits necessary for construction.

Now that the project is advancing to construction, additional support is needed for ensuring environmental compliance. ECORP will perform the tasks as listed in the scope with direction from SBFCA's Executive Director and Director of Engineering. The intent of Task Order 15 Amendment No. 4 is to provide SBFCA with the necessary environmental and permitting efforts to support the project through the closeout of construction in December 2027. The scope covers anticipated efforts necessary to conduct the required pre-construction surveys and monitoring, prepare plans and reports, conduct biomonitoring and cultural monitoring during construction activities, and coordinate with the Project team and resource agencies to ensure compliance with the relevant terms and conditions of environmental permits and authorizations for the Project. The tasks can be authorized wholly, or individually, as project requirements dictate, and each task's scope and/or budget may be modified to reflect the required effort up to the total maximum authorized amount.

Task Order 15 Amendment No. 4 includes the following primary tasks:

- Bat Habitat Pre-Construction Surveys
- Elderberry Shrub Restoration Plan and Transplanting Support
- Worker Awareness Trainings
- Nesting Bird Surveys
- Pre-Construction Special-Status Plant Surveys
- Covered Species Relocation Efforts
- Biological Monitoring during Construction
- Cultural Monitoring during Construction
- Agency Reporting and Notifications
- Permit Compliance Tracking
- Serving as the Agency's Liaison to ensure Permit Compliance
- Client Support and Coordination with the Project Team

Fiscal Impact
The recommended action requests the approval of Task Order 15 Amendment No. 4 with ECORP Consulting, Inc. This action will obligate SBFCA to pay for the associated services delivered on a time and materials basis up to the Agreement's not-to-exceed budget limitation. The budget limitation for Amendment No. 4 is $2,082,465, raising the total maximum limit for Task Order 15 from $396,248 to $2,478,713 (SBFCA Expenditure Account 731-99-2004-65682). Budget for the OWA Robinson's Riffle Project is included with the Board Approved FY 2026/2027 budget and the associated costs are reimbursable by SBFCA's grant with WCB. There is no net budgetary impact from the Board's approval of staff's recommendation.

Attachment: ECORP Task Order 15 Amendment No. 4 Scope and Fee

ECORP Consulting, Inc.

Task Order 15, Amendment No. 4

SCOPE OF WORK

OWA Robinson's Riffle Project

Project Implementation

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 construction and implementation of the OWA Robinson's Riffle Project. This scope covers anticipated efforts necessary to conduct the required pre-construction surveys and monitoring, prepare plans and reports, conduct biomonitoring and cultural monitoring during construction activities, and coordinate with the Project team and resource agencies to ensure compliance with the relevant terms and conditions of environmental permits and authorizations for the Project. 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.

ASSUMPTIONS AND UNCERTAINTIES

The Consultant has made the following assumptions in developing the scope of work.

- The Project Area is defined as the "Robinson's Riffle Proposed Project Area" as depicted on the SBFCA figure provided in Exhibit A.
- The scope of work assumes a total of 272 days of construction requiring full-time biological and cultural resources monitoring, based on the following:
    - The total number of monitoring days include ten (10) days of monitoring during transplanting of elderberry shrubs (see Task 1.5) in November-December 2026.
    - A total of 262 days of construction-related activities from January through October 2027.
    - Daily biomonitoring is required during all construction-related activity.
    - Assumes that daily monitoring will be required six (6) days per week in all months except September, 2027.
    - Full-time monitoring (7 days per week) is required September 1-15, 2027.
    - Assumes that CDFW will allow an in-water work extension for September 16-30, 2027 requiring full-time (7 days per week) monitoring.

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- No construction activities will occur on the following federal holidays:
    - New Year's Day: Friday, January 1, 2027.
    - Memorial Day: Monday, May 31, 2027.
    - Independence Day (Observed): Monday, July 5, 2027.
    - Labor Day: Monday, September 6, 2027.

- The scope of work and hourly billing rates used for all tasks assume that all construction-related activities associated with the Project will be completed by December 31, 2027.
- This scope of work includes the following out-of-scope tasks completed or initiated under the current Task Order:
    - Bat Habitat Assessment (Task 1.1);
    - Geotechnical Exploration Monitoring and Support (Task 1.2);
    - Preparation of the Elderberry Shrub Restoration Plan (Task 1.3); and
    - Pre-Bid Survey with Contractor(s) to support Elderberry Shrub Transplanting (Task 1.4);
- This scope of work is based on the requirements, terms, and conditions (or anticipated if not yet issued) from the following agency permits and authorizations:
    - State Water Resources Control Board (SWRCB) Final Program Environmental Impact Report (PEIR; SCH No. 2019100230) for the Statewide Restoration General Order (SRGO) (WDID No. 2019100230).
    - Central Valley Regional Water Quality Control Board (CVRWQCB) under the SWRCB Order for Section 401 for the Clean Water Act Water Quality Certification and Waste Discharge Requirements for Restoration Projects Statewide Order No. WDID No. 2019100230.
    - California Department of Fish and Wildlife (CDFW) Restoration Management Permit (RMP; 2026-0037-R2).
    - U.S. Army Corps of Engineers (USACE), Sacramento District, Section 404 of the Clean Water Act (CWA) Regional General Permit 16 (RGP16; SPK-2014-00534) for Aquatic Habitat Restoration and Enhancement Activities.
    - National Marine Fisheries Service (NMFS) Central Valley Programmatic Biological Opinion (PBO).
    - U.S. Fish and Wildlife Service (USFWS) Biological Opinion (BO).

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- California State Lands Commission (CSLC) Lease #5445.

- Consultant assumes that there will be no unanticipated discoveries of cultural or tribal cultural resources during monitoring.

- This scope of work assumes that no dewatering activities requiring exclusion, rescue, and relocation of fish will be conducted under this Project.

- This scope of work assumes that no pile-driving activities requiring monitoring of underwater noise levels will be conducted under the Project.

- This scope of work assumes that the Storm Water Pollution Prevention Plan (SWPPP) required under the SRGO WQHM-2 and Hazardous Materials Management and Spill Response Plan required under WQHM-4 will be prepared by the contractor or another party under a separate contract.

SCOPE OF WORK

Task 1 – Pre-Construction Surveys and Submittals

Task *1.1 – Bat Habitat Assessment*

Under this task, in accordance with SRGO measure MAM-1, the Consultant assessed potential day roosting bat habitat proposed for impact by the Project. Trees within proposed impact areas were assessed for characteristics associated with bat roosting habitat (e.g., cavities, flaking bark, basal hollows) and assigned a rank based on the quality of habitat. The Global Positioning System locations of potential habitat were recorded and data joined with arborist survey data to ensure sub-meter accuracy. The findings of the bat habitat assessment, including a map showing location of potential bat habitat, were summarized in a letter report and submitted to the client.

Task 1.1 Deliverables:

- *This scope includes one bat habitat assessment results report (previously provided).*

Task 1.1 Assumptions:

- *The habitat assessment portion was conducted by four biologists over two days.*

- *This assessment was conducted for trees identified for impact by project activities. If further impacts to potential bat habitat are required, additional surveying may be needed and a change order provided.*

- *This scope does not include agency consultation.*

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Task *1.2 – Geotechnical Exploration Monitoring and Support*

Under this task, the Consultant provided environmental and cultural support for geotechnical explorations at the Project site in August 2026. This work consisted of coordination with the Project team to assist with the acquisition of a temporary entry permit from the California Department of Water Resources (DWR), ensure compliance with standard agency conditions to protect sensitive resources and ESA/CESA-listed species, and conduct biological and cultural monitoring during the geotechnical explorations that occurred from August 4 – 13, 2026. These activities included preparation and delivery of biological and cultural Worker Environmental Awareness Program (WEAP) training for all personnel working on-site, and daily monitoring of ground-disturbing activities during implementation of the sonic borings and test pit excavations.

Task 1.2 Deliverables:

- *Biological WEAP pamphlets.*
- *Cultural WEAP pamphlets.*
- *WEAP sign-in sheets for all construction personnel conducting the geotechnical explorations.*

Task 1.3 – Valley Elderberry Longhorn Beetle Habitat Restoration and Coordination

This task includes preparation of a Valley Elderberry Longhorn Beetle (VELB) Habitat Restoration Plan per the Conservation Measure 10 in the Section 7 Biological Assessment prepared for the Project (ECORP 2026) and as anticipated by the pending USFWS Biological Opinion (BO) for the Project.

The Conservation Measure 10 of the Section 7 Biological Assessment requires conservation/mitigation measures to be implemented for VELB and the species' host shrub, elderberry. The Consultant will prepare a VELB Habitat Restoration Plan for submission to the USFWS, detailing how mitigation for direct impacts to elderberry shrubs will be implemented. Compensatory mitigation for permanent loss of VELB habitat may include a combination of transplantation to an USFWS-approved bank and onsite preservation and habitat enhancement.

The VELB Habitat Restoration Plan will include:

- A description and map of the existing physical conditions of the Project site, including aquatic resources and habitat types.
- A discussion of temporary impacts associated with the Project and anticipated final acreage of aquatic features and created/restored habitat to support VELB.
- A description of restoration activities including creation of floodplain habitat, including side channels to the Feather River, channel grading, non-native species removal to support rearing and spawning habitat for salmonids and natural reestablishment of riparian habitat to support VELB. In

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addition, conservation of existing riparian habitat to VELB will be discussed in the VELB Habitat Restoration Plan.

- The proposed planting palette of appropriate native plants, including elderberries.

- A description of long-term management operations to be implemented after construction is completed.

Task 1.3 Deliverables:

- *One (1) electronic copy of the Draft and Final VELB Restoration Plan.*

Task 1.3 Assumptions:

- *This scope is based on the Section 7 Biological Assessment prepared for the Project (ECORP 2026) and ongoing discussion with USFWS representatives. Should the conservation measures in the Final USFWS BO issued for the Project differ from what is identified herein, a change order will likely be required.*

- *This scope of work is for the preparation of the VELB Habitat Restoration Plan and, aside from elderberry shrub transplanting under Task 1.5, does not include implementation of restoration activities (e.g., hydroseeding with elderberry seed mix).*

- *This scope assumes one Draft VELB Habitat Restoration Plan will be prepared for review by SBFCA. A single round of post-review edits is anticipated. Upon approval, submit Draft Plan to USFWS for review. This task does not include addressing agency-requested revisions to the Draft Plan.*

- *This task does not include preparation of a long-term management plan for the Project Area, assistance with recordation of a conservation easement or similar legal protection in perpetuity, or establishment of a funding mechanism for the Project Area.*

- *This scope also includes time and materials for ECORP to coordinate with elderberry mitigation banks and transplant subcontractors and conduct site visits.*

Task 1.4– Elderberry Shrub Exit Hole Survey

In accordance with USFWS transplanting guidelines exit-hole surveys will be completed immediately before transplanting occurs. The Consultant will survey up to 45 elderberry shrubs identified to be transplanted and impacted by the construction of the Project. The number of exit holes found and Global Positioning System (GPS) location of the shrubs to be relocated will be reported. In addition, the Consultant will flag the elderberry shrubs to be transplanted and demark any elderberry shrubs to be avoided within the vicinity of the shrubs to be removed prior to Westervelt Ecological Services (WES) transplanting shrubs (see Task 1.5 below). A letter report and map summarizing results of the exit-hole surveys will be prepared and provided to SBFCA and WES.

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Task 1.4 Deliverables:

- *One (1) electronic copy of the letter report and elderberry location map will be provided to SBFCA and WES.*

Task 1.4 Assumptions:

- *This scope is based on the Section 7 Biological Assessment prepared for the Project (ECORP 2026) and ongoing discussion with USFWS representatives. Should the conservation measures in the Final USFWS BO issued for the Project differ from what is identified herein, a change order may be required.*

Task 1.5 – Elderberry Shrub Transplanting

Per the Conservation Measure 11 in the Section 7 Biological Assessment prepared for the Project (ECORP 2026) and as anticipated by the pending USFWS Biological Opinion (BO) for the Project, SBFCA will transplant 45 elderberry shrubs identified with exit holes to be impacted by construction of Project to compensate for loss of habitat for the federally listed as threatened valley elderberry longhorn beetle (VELB; *Desmocerus californicus dimorphus*).

Based on results of a site survey with WES of the 45 shrubs proposed to be transplanted, one shrub was identified as dead and the one shrub was inaccessible. Based on design refinements, the inaccessible shrub is currently identified to be avoided. As a subcontractor to the Consultant, WES will transplant 43 of the 45 elderberry shrubs *(Sambucus* sp.), identified for transplanting. The elderberry shrubs will be transplanted to WES's Harmony Conservation Bank located in Colusa, California. Transplanting will follow the current USFWS guidance for transplanting and will coincide with the USFWS' recommended transplanting period for elderberry shrubs (November to February). Transplanting will follow current USFWS guidelines and include excavation, transport, trimming, and installation (planting) within the Harmony Conservation Bank. Upon completion of transplanting, WES will provide a Letter of Completion confirming receipt of the transplanted shrubs to the Harmony Conservation Bank for SBFCA to provide to the USFWS. Note, should the Conservation Measures in the Final USFWS BO differ from what is identified herein, a change order will be required.

This task also includes a previously completed single-day survey with WES and the Consultant to assess site conditions and suitability of the 45 shrubs proposed for transplanting to WES's Harmony VELB Conservation Bank.

Task 1.5 Deliverables:

- *A Letter of Completion from WES confirming the transplanting of shrubs will be provided to SBFCA for submittal to USFWS.*

Task 1.5 Assumptions:

- *This scope is based on the Section 7 Biological Assessment prepared for the Project (ECORP 2026) and ongoing discussion with USFWS representatives. Should the conservation measures in the Final USFWS BO issued for the Project differ from what is identified herein, a change order may be required.*

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- *This task assumes that all shrubs to be transplanted will be clearly demarked (flagged) prior to WES mobilizing on the Project site (included in Task 1.4 above).*

- *This task assumes that transplanting activities are anticipated to occur between November 2 and November 24, for a total no more than 10 days. If the transplanting is postponed due to permitting delays, additional costs may be incurred due to wetter-than-anticipated site conditions, and a change order may be required.*

- *The task assumes that WES will not be responsible for completing the required DigAlert. SBFCA's Engineer (R&F Engineering, Inc.) will complete the DigAlert prior to the start of transplanting.*

- *Grading of the Project site in the vicinity of the elderberry shrubs to be transplanted and removal of vegetation, including other elderberry shrubs, will be permitted as necessary, to provide access to the shrubs designated for transplanting.*

- *Per USFWS guidelines, transplanting activities will be monitored by a qualified biologist. Biological monitoring for transplanting activities is addressed under Task 2 of this addendum.*

- *This task assumes that USFWS will not require a post-construction Project completion report or any monthly status reports; should USFWS require additional reporting, a change order may be required.*

Task 1.6 – Worker Environmental Awareness Training: Biological

This task includes the preparation of items required for implementing a Worker Environmental Awareness Program (WEAP) training for construction and other on-site personnel per GPM-4 (Environmental Awareness Training) of the SRGO and other regulatory conditions. All WEAP trainings will be conducted by a qualified biologist under Task 2.1 before any work occurs within the project area. The training will be provided to all construction personnel to brief them on the need to avoid impact on sensitive biological resources (e.g., riparian habitat, special-status species, special-status wildlife habitat) and the penalties for not complying with permit requirements. The biologist will inform all construction personnel about the life histories of special-status species with potential to occur on site, the importance of maintaining habitat, and the terms and conditions of the biological opinion or other authorizing document. The training will also cover the restrictions and guidelines that must be followed by all construction personnel to reduce or avoid impacts on special-status species during project construction. Proof of this instruction (i.e., WEAP sign-in sheets) will be submitted to USFWS, CDFW, or other overseeing agencies, as appropriate. The Consultant will also prepare binders containing all environmental permits and authorizations to be kept on site at all times, in accordance with the RMP and SRGO terms and conditions.

Task 1.6 Deliverables:

- *WEAP pamphlets summarizing the sensitive biological resources and relevant permit requirements for distribution to all construction personnel attending the WEAP training.*

- *Completed sign-in sheet(s) for each WEAP training.*

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- *Hard hat stickers for all construction personnel completing the WEAP training.*

- *Binder containing printed hard copies of all environmental permits and authorizations.*

Task 1.6 Assumptions:

- *This task includes preparation of the deliverables summarized above only.*

- *All WEAP trainings will be conducted by the onsite biological monitor under Task 2.1.*

Task 1.7 – Worker Environmental Awareness Training: Cultural

The Consultant will prepare training materials for a cultural resources Worker Environmental Awareness Program (WEAP). These training materials will be prepared in coordination with the local tribe, if required. The Consultant assumes that the training will be provided in-person by the on-site cultural monitor. If a cultural monitor is no longer required to be on site, the Consultant will provide a flash drive with a training video as well as sign in sheets to the on-site supervisor and/or biological monitors. Additionally, the Consultant will send one qualified archaeologist on the first day of construction, prior to ground disturbance to provide in person training to the crew. Those individuals delivering supplies or servicing equipment only are not required to take the training.

Task 1.7 Assumptions:

- *The Consultant assumes that a cultural monitor will be on site to provide the in-person training.*

Task 1.8 – Nesting Bird, Raptor, Burrowing owl, and Tricolored Blackbird Survey

The Consultant will conduct a preconstruction nesting bird survey within 5 days prior to the initiation of construction. This survey will be conducted via visual observations and will include all potential bird nesting habitat within the proposed project footprint, all accessible areas within a 0.5-mile radius for Swainson's hawk nests, a 1,300-foot radius for tricolored blackbirds, a 0.25-mile radius for bald eagles and raptors, a 250-foot radius for burrowing owls, and a 100-foot radius for other birds protected under the Migratory Bird Treaty Act. A brief letter report summarizing survey methods and findings, including a map showing the location of active nest(s) will be prepared.

Task 1.8 Deliverables:

- *Letter report of nesting bird survey findings.*

Task 1.8 Assumptions:

- *This task includes one site visit to be scheduled based on the construction schedule provided by the Client. If there is a lapse in Project-related work for 7 days or longer after completion of the survey, an additional nesting bird survey will be required and a change order will be requested.*

- *This task assumes that no active nests will be found, and does not include construction monitoring, nest monitoring, relocation plans, or CDFW consultation. If additional surveys, plans, measures, or monitoring are required, a change order will be required to ensure approval of the Project by CDFW prior to Project commencement.*

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- *Potentially suitable nesting habitats within inaccessible areas in the surrounding buffers (e.g. private property) will be visually assessed, where feasible, from public roads or from within the Project via binoculars and/or a spotting scope.*

Task 1.9 – Pre-construction Special-Status Species Surveys

In accordance with SRGO PEIR Special Protection Measure SPM-1 (Preconstruction Surveys) and REP-1 (Pre-Construction Survey), the Consultant will provide four (4) CDFW- and USFWS-approved Designated Biologists to conduct a one-day preconstruction survey for terrestrial and semi-aquatic CDFW Covered Species and other special-status species within 48 hours prior to the initiation of construction activity. The Covered Species in the CDFW RMP are:

- Crotch's bumble bee (*Bombus crotchii*);
- Northwestern pond turtle (*Actinemys marmorata*);
- Central Valley spring-run ESU Chinook salmon (*Oncorhynchus tshawytscha*); and
- White sturgeon (*Acipenser transmontanus*);

This survey will be conducted via visual observations and will include all potential aquatic and upland habitat within the proposed project footprint for terrestrial, avian, or semi-aquatic (e.g., reptiles and amphibians) species. No fish surveys will be conducted as the covered fish species are assumed to be present. The Designated Biologists will conduct reconnaissance-level preconstruction surveys and implement additional measures, as appropriate, to protect the species from construction-related disturbance before work begins. Upon completion of the survey, the Consultant will prepare a letter report summarizing survey methods, findings, and any measures implemented to protect special-status species or Covered Species or other sensitive natural resources.

Task 1.9 Deliverables:

- *Letter report of special-status species survey findings.*

Task 1.9 Assumptions:

- *This task includes one site visit to be scheduled based on the construction schedule provided by the Client. Per SPM-1, if there is a lapse in Project-related work for five (5) days or longer after completion of the survey, an additional survey will be required and a change order will be requested.*

Task 1.10 – Covered Species Relocation Plan

Per Special Protection Measure SPM-4 (Species Capture, Handling and Translocation) and Conditions of Approval for Covered Species 3 (Movement of Covered Species Out of Harm's Way) and General Condition 4 (Mortality or Injury of Covered Species) of the RMP, the Consultant will prepare a Covered Species Relocation Plan for submittal to CDFW at least 14 days prior to initiation of construction activities. The plan will outline the biological monitors' qualifications and responsibilities and the steps to be taken if a Covered Species is encountered during construction, thereby requiring relocation out of harm's way. The location (if

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known) to which Covered Species would be relocated will be included in the plan or the plan will specify that Covered Species in harm's way will be relocated to the nearest suitable habitat that is outside the construction area. The plan will describe steps that will be taken if a dead or injured Covered Species is found. The plan will describe the communication/notification process and documentation required for submission to the USFWS and CDFW. Upon SBFCA's approval, the plan will be submitted to CDFW and USFWS for approval.

Task 1.10 Deliverables:

- *Draft Special-Status Species Relocation Plan for internal Project Team review.*
- *Final Special-Status Species Relocation Plan for submittal to the USFWS and CDFW.*

Task 1.10 Assumptions:

- *This task assumes one plan and one round of revisions from the Project Team.*
- *Revisions to this plan required by CDFW or USFWS are not included in this cost estimate. Agency required revisions can be covered under Agency Liaison (Task 888).*

Task 1.11 – Biologist Agency Approvals

Conditions II.1 and II. of the RMP and the conservation measures in the USFWS BO require submittal of the names, qualifications, business address, telephone number, and email of Designated Biologists at least 30 days prior to activities. The Consultant will prepare Designated Biologist resumes for approval, including background information, including relevant education and training regarding specific species identification and handling (including number of hours/seasons/years of experience with each species), surveys performed and techniques used, relocation and monitoring experience, certifications, specific permits held and operated under, role in such permitted projects, supervisors worked under, and professional references. Resumes will be tailored specifically to qualifications required for the following Project-specific approvals:

- Designated Biologist (RMP Condition II.1) for routine monitoring during periods in which in-water work is not occurring.
- Designated Salmon Biologist (RMP Condition II.2) for monitoring during periods of in-water work activities (June 15 – September 30).
- Designated Bat Biologist meeting CDFW's bat monitoring qualifications for monitoring of two-step tree removal activities between March 15 and April 15 under Optional Task 1.13 (Bat Emergence Surveys).

Task 1.11 Deliverables:

- *Resumes the Consultant's Designated Biologists, Salmon Designated Biologists, and Designated Biologists with bat qualifications for submittal to CDFW.*

Task 1.11 Assumptions:

- *This task assumes that biologist resumes are not required to follow CDFW's Biologist Resume Form.*

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Optional Tasks

Task 1.12 – Swainson's Hawk Protocol Surveys (Optional)

Should construction of the Project be scheduled during the Swainson's hawk nesting season (i.e., March – August), ECORP will prepare for and conduct protocol-level Swainson hawk surveys for the two periods immediately prior to the project's initiation, in accordance with AAM BIO-31 (Swainson's Hawk). Per BIO-31, the Consultant will conduct protocol surveys for the two survey periods immediately prior to the project's initiation in accordance with the *Recommended Timing and Methodology for Swainson's Hawk Nesting Surveys in California's Central* Valley (Swainson's Hawk Tech Advisory Commission 2000). The survey periods are as follows:

- *Period I: January-March 20 – One (1) survey to determine potential nest locations, survey period all day*
- *Period II: March 20 to April 5 – Three (3) surveys, survey period sunrise to 1000 or 1600 to sunset*
- *Period III: April 5 to April 20 – Three (3) surveys, survey period sunrise to 1200 or 1630 to sunset*

Per BIO-31, Prior to initiation of work, an additional preconstruction survey will be conducted by a qualified biologist less than 14 days before Project activities.

It is anticipated that up to seven (7) surveys will be conducted by a qualified biologist and will be timed based on the projected construction start date when known. The purpose of these surveys is to identify active Swainson's hawk nests within the Project Area and the ½ mile survey buffer. If an active nest is found, the location will be logged with a GPS device, and a no disturbance buffer will be installed with the presence of a qualified biologist.

Task 1.12 Deliverables:

- *Letter report summarizing Swainson's hawk survey findings for submittal to CDFW.*

Task 1.12 Assumptions:

- *This task assumes that no active nests will be found, and does not include construction monitoring, nest monitoring, relocation plans, or CDFW consultation. If additional surveys, plans, measures, or monitoring are required, a change order will be required to ensure approval of the Project by CDFW prior to Project commencement.*

- *Potentially suitable nesting habitats within inaccessible areas in the surrounding buffers (e.g. private property) will be visually assessed, where feasible, from public roads or from within the Project via binoculars and/or a spotting scope.*

- *This task does not include additional surveys if there is a lapse in Project-related work of 14 days or longer during the nesting season.*

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Task 1.13 – Bat Emergence Surveys (Optional)

In accordance with SRGO and RMP measures BIO-36, BIO-37, MAM-1, and the Project's Bat Management Plan, evening emergence surveys must be conducted for suitable bat roosting habitat to be trimmed or removed during bat maternity season (April 15-August 31). The evening emergence surveys will begin 30 minutes before sunset and last until at least one hour after sunset. Night vision devices will be used to aid in visual observation when necessary. Passive acoustic bat detectors will be deployed and used to assist in the identification of any bat observed exiting during the surveys. The results of the emergence surveys will be summarized in a letter report to be provided to agencies as required.

Task 1.13 Deliverables:

- *Letter report summarizing results of emergence surveys.*
- *This task assumes one letter report to be provided after all emergence surveys are completed. If additional surveying and/or reporting is required a change order may be provided.*

Task 1.13 Assumptions:

- *This optional task will only be required for trees identified as providing potential suitable bat roosting habitat that will be trimmed or removed during bat maternity season (April 15-August 31).*
- *This task assumes up to 78 bat habitat features to be surveyed. If additional surveying is needed due to a delay in activities or additional impacts are identified, a change order may be provided.*

Task 1.14 – Crotch's Bumble Bee Survey (Optional)

As required by the CDFW Restoration Management Plan, a preconstruction survey for Crotch's bumble bee will be conducted by a CDFW-approved biologist who is experienced in identifying native bumble bee species if ground disturbing activities must occur during the flight season (February to October). The Consultant will conduct non-lethal surveys for Crotch's Bumble Bee in accordance with CDFW's Survey Considerations for California ESA Candidate Bumble Bee Species (CDFW 2023). A minimum of three (3) Crotch's bumble bee surveys are recommended to be conducted at two- to four-week intervals during the colony active period (typically April through August) when Crotch's bumble bee are most likely to be detected. However, if construction activities will be conducted prior to this timeframe, queen search surveys will be conducted during the queen flight season (February – March) with 1-week intervals during appropriate weather conditions. Surveys will focus on areas that represent suitable foraging or nesting habitat for the species. The results of the survey will be summarized in a letter report and submitted to CDFW after completion of the final survey.

If foraging Crotch's bumble bees are detected during the surveys any remaining surveys will focus on nest location and CDFW will be notified. If an active nest is located, an appropriate no-disturbance buffer zone (including foraging resources and flight corridors essential for supporting the colony) shall be established around the nest to reduce the risk of disturbance or accidental take. Nest avoidance buffers may be removed at the completion of the flight season and/or once the qualified biologist deems the nesting colony is no longer active.

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Task 1.14 Deliverables:

- *Pre-construction survey results report provided in electronic format to client for review, and final version submitted to client and agencies.*

Task 1.14 Assumptions:

- *This optional task will only be implemented if Project construction of all vegetation providing potential habitat for Crotch's bumble bee is not completely removed prior to the queen flight season.*

- *This subtask does not include relocation or exclusion of Crotch's bumble bee, if the species is found to be nesting within the project area. A non-disturbance buffer may be established in consultation with CDFW This task has been developed based on the standard CDFW survey protocol for Crotch's bumble bee, if project timing does not support the survey protocol, consultation with CDFW may be necessary to determine an acceptable alternative, and a change order may be necessary.*

- *This task assumes that three (3) surveys will be conducted within the Project Area with a maximum survey area of approximately 140 acres of suitable habitat. Each survey will be conducted by three (3 biologists) over the course of two (2) days. If there is more than 140-acres of suitable habitat onsite at the time of the surveys a change order will be prepared.*

Task 2 – Environmental Compliance Monitoring

Task *2.1 – Biological Monitor (Daily Rate)*

The Consultant will conduct biological monitoring during construction activities to ensure compliance with the terms and conditions of the environmental permits and documentation for the project. The Consultant will provide one CDFW-approved Designated Biologist, Designated Salmon Biologist, or Designated Bat Biologist (collectively, Designated Biologists), depending on the timing and nature of construction activities, to conduct clearance surveys, provide WEAP trainings to new construction personnel, and monitor daily construction activities and ensure compliance with the terms and conditions of the SRGO PEIR, NMFS PBO, USFWS Biological Opinion (BO), and CDFW RMP. A Designated Biologist will be provided at a daily rate on each day for which monitoring is required by the permits. The Designated Biologist will conduct all required biological monitoring for in-water and landside work, including monitoring of water quality during in-water construction activities, as required in the permits and environmental documents. Monitoring logs will be completed for each daily monitoring event. Any CDFW-approved Designated Biologist can provide monitoring for upland construction activities; however, the Consultant will provide the following Designated Biologists with specific qualifications for the following activities:

- Designated Salmon Biologist for in-water work activities performed during the allowable in-water work window (June 15 to September 15, or September 30, pending CDFW approval).

- Designated Bat Biologist meeting CDFW bat qualifications for monitoring of the two-step tree removal activities during the March 15 – April 15 bat active period.

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Task 2.1 Assumptions:

- *The total cost for this task assumes a total of 262 workdays for monitoring Project construction and 10 workdays for monitoring of elderberry shrubs, for a combined total of 272 workdays requiring an onsite biological monitor.*

- *The total cost for this task assumes a 7-day work week during the month of September 2027 and a 6-day work week (Monday – Saturday) during the periods of December 1, 2026 through June 14, 2027 and October 1 – December 30, 2027.*

- *The daily rate for the Designated Biologist assumes 12 hours per day, including travel to and from the Project site, vehicle and mileage, all equipment (e.g., water quality meter, GPS), and ODCs. Additional time beyond 12 hours in a day will be billed at $165 per hour.*

- *This task assumes that all biological monitoring can be conducted from the landside, river bank, or wading into shallow water and does not require the use of a boat.*

Task *2.2 – Cultural Monitor (Daily Rate)*

The Consultant will provide one professionally qualified archaeologist to provide cultural resources monitoring of ground disturbing activity, provide WEAP trainings to new construction personnel, and ensure compliance with the anticipated terms and conditions of the SRGO PEIR. The archaeologist will be provided at a daily rate on each day for which monitoring is required. Monitoring logs will be completed for each daily monitoring event.

Task 2.2 Assumptions:

- *The total cost for this task assumes a total of 262 workdays for monitoring Project construction and 10 workdays for monitoring of elderberry shrubs, for a combined total of 272 workdays requiring an onsite archaeological monitor.*

- *The total cost for this task assumes a 7-day work week during the month of September 2027 and a 6-day work week (Monday – Saturday) during the periods of December 1, 2026 through June 14, 2027 and October 1 – December 30, 2027.*

- *The daily rate for the archaeologist assumes 10 hours per day on site and is inclusive of all travel to and from the Project site, vehicle and mileage, all equipment (e.g., archaeological screens, GPS), and ODCs.*

- *This task assumes that all discoveries can be addressed in the field in coordination with the tribe as isolates or non-significant resources.*

Task 3 – Agency Reporting and Notifications

Task *3.1 – U.S. Army Corps of Engineers*

Per the reporting requirements of the USACE RGP16, ECORP will prepare and submit to the USACE a Commencement of Construction Notification at least seven (7) days prior to initiation of Project construction and a Notice of Completion report within 30 days following completion of construction. The Notice of

Completion will summarize the Project activities, post-construction general protection measures and pre-/post-construction photo documentation of the habitat restoration sites

Task 3.1 Deliverables:

- *Draft and Final Pre-Construction Notification.*
- *Draft and Final Project Completion Report.*

Task 3.1 Assumptions:

- *This task assumes one (1) round of review and revisions from the Project Team.*

Task *3.2 – State Water Resources Control Board*

Per Attachment D (Reporting and Notification Requirements) of the SRGO PEIR, ECORP will prepare and submit to the RWQCB:

- Annual Report (Report Type 1) for each year since the Notice of Applicability (NOA) for the SRGO was issued (November 2025), for a total of two (2) annual reports (i.e., 2026 and 2027). The annual report will be submitted each year within one month of the anniversary of the NOA and will include the project schedule and status, map of construction progress (if applicable), planned date or progress of plant installations with a map and photographs, and a summary of any conditional notifications and other report types (if applicable);
- Commencement of Construction Notification (Report Type 3) to be submitted at least seven (7) days prior to commencement of initial ground-disturbing activities. The notification will include the date of commencement of project construction and the overall construction schedule;
- Request for Notice of Project Complete Letter (Report Type 4) within thirty (30) days following completion of all Project activities. The report will include a summary of post-construction general protection measures and pre-/post-construction photo documentation of the habitat restoration sites; and
- In-Water Work and Diversions Water Quality Monitoring Report (Report Type 7) within three (3) working days following completion of in-water work. The report will include a description of in-water work performed and the dates of in-water work and any required water quality sampling data, methods, dates and times, equipment, and monitoring locations.

Task 3.2 Deliverables:

- *Draft and Final 2026 Annual Report.*
- *Draft and Final 2027 Annual Report.*
- *Draft and Final Commencement of Construction Notification.*

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- *Draft and Final Request for Notice of Project Complete Letter.*

- *Draft and Final In-Water Work and Diversions Water Quality Monitoring Report.*

Task 3.2 Assumptions:

- *This task does not include preparation of any conditional reports associated with accidental discharges of hazardous materials (Report Type 5), Violation of Compliance with Water Quality Standards Report (Report Type 6), Transfer of Property Ownership Notification (Report Type 8), or Transfer of Long-Term GPM Maintenance Notifications (Report Type 9). These reports will be prepared and submitted, if necessary and as applicable, under Task 888 (Agency Liaison).*

- *This task assumes one (1) round of review and revisions from the Project Team.*

Task *3.3 – California Department of Fish and Wildlife*

Per General Condition 12 of the RMP, the Consultant will notify CDFW at least five working days prior to commencement of Covered Activities. Per Condition IV.2 of the RMP, the Consultant will prepare an Annual Report to be submitted to CDFW by January 15. The CDFW Annual Report will:

- Detail the relocation of any Covered Species, including release locations, photographs, dates and times, number of Covered Species relocated, injured, and/or killed, and related information.

- Summarize the monitoring activities, including the number of Covered Species captured by life stage, number injured or killed, and related information.

- Provide a summary table of take and impacts on Covered Species.

- Provide California Native Species Field Survey Forms for listed or rare species encountered or affected by Project activities.

Task 3.3 Deliverables:

- *Pre-Construction Notification (5 days prior to commencement of RMP Covered Activities).*

- *Draft Annual Report for internal Project Team review.*

- *Final Annual Report for submittal to CDFW no later than January 15, 2028.*

Task 3.3 Assumptions:

- *This task assumes one plan and one round of revisions from the Project Team.*

Task *3.4 – National Marine Fisheries Service*

Upon completion of Project construction, the Consultant will prepare and submit to NMFS the NOAA RC Programmatic Approach Post-Project Construction Monitoring Form required for enrollment under the PBO. This form summarizes the target fish species, quantification of the total area restored and/or disturbed, any ESA-listed fish relocated, captured, injured, or killed, avoidance and minimization measures, summary

construction activities including photo documentation, as-built drawings, and revegetation of the Project site.

Task 3.4 Deliverables:

- *Draft NOAA RC Programmatic Approach Post-Project Construction Monitoring Form for internal Project Team review.*
- *Final NOAA RC Programmatic Approach Post-Project Construction Monitoring Form for submittal to NMFS.*

Task 3.4 Assumptions:

- *The Project Team will provide as-built drawings upon completion of construction.*
- *This task assumes one plan and one round of revisions from the Project Team.*

Task *3.5 – California State Lands Commission*

Within 60 days following completion of the Project, ECORP will prepare and submit to CSLC a final report that provides a set of "as-built" plans, representative photographs of the completed Project, and written evidence of Project completion, per Special Provisions 12 and 13 of the CSLC lease.

Task 3.5 Deliverables:

- *Draft CSLC Project Completion Report for internal Project Team review.*
- *Final CSLC Project Completion Report for submittal to CSLC.*

Task 3.5 Assumptions:

- *This task assumes that the Project Team will provide ECORP with the as-built plans.*
- *This task assumes that SBFCA or the contractor is responsible for maintaining a logbook of all work, as required by Special Provision 10 of the CSLC lease.*

Task 777 – Permit Compliance Tracking

Under this task, the Consultant will compile all relevant permit terms, conditions, avoidance and minimization measures, and submittals into a comprehensive matrix (e.g., in Excel format) summarizing the timeline, responsible party, and completion status for each term and condition. Per Condition II.2.c.i. of the CDFW RMP, ECORP will evaluate the environmental conditions, population numbers, and salmon distribution as data becomes available during the in-water work window and will schedule a meeting prior to September 2027 to collectively evaluate the potential and, as needed, request a written authorization to extend the in-water work window to September 30, 2027.

Task 777 Deliverables:

- *Compliance tracking matrix for all permit-required terms, conditions, avoidance and minimization measures and agency submittals.*

Task 888 – Agency Liaison

This task will allow the Consultant to participate in meetings and field visits with regulatory agencies, coordinate with the resource agencies regarding the content, submittal, and status of permitting, address agency comments or questions, and provide additional coordination with the resource agencies services as requested. This is a time and materials, best efforts task, that will be used as needed through construction of the Project. Amendments may be necessary if additional effort is required post-submittal to address agency concerns, project description changes, mitigation assistance, etc. This task includes time for reporting accidental discharges of hazardous materials (SRGO Report Type 5), Violation of Compliance with Water Quality Standards Report (SRGO Report Type 6), Transfer of Property Ownership Notification (SRGO Report Type 8), or Transfer of Long-Term GPM Maintenance Notifications (SRGO Report Type 9). These reports will be prepared and submitted, if necessary and as applicable, under Task 888 (Agency Liaison). This scope also allocates time and costs for transfer of permits to the California Department of Water Resources (DWR) following completion of construction.

Task 999 – Client Support and Coordination

This task will allow the Consultant to participate in project meetings, conference calls, generally manage the project, and provide services as requested. This is a time and materials, best efforts task, that will be used as needed throughout the remainder of this task order. Amendments may be necessary if additional effort is required. This task includes time for a Project kickoff meeting with the contractor and Project Team, attendance by ECORP's key biological and cultural resources leads at weekly Project Team meetings, scheduling of staff, tracking deliverables, invoicing, client requests. This task also includes support for the contractor bid and other coordination with the Project Team.

Task 999 Assumptions:

- *This task assumes a total of 47 weekly meetings during construction of the Project.*

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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 the Consultant's costs by task for the OWA Robinson's Riffle project.

Task Number	Task Description	Budget
Task 1	Pre-Construction Surveys and Submittals	
	1.1 – Bat Habitat Survey	$36,000
	1.2 – Geotechnical Exploration Monitoring and Support	$24,000
	1.3 – Elderberry Shrub Restoration Plan and Coordination	$22,500
	1.4 – Elderberry Shrub Exit Hole Survey	$7,700
	1.5 – Elderberry Transplanting	$289,100
	1.6 - Worker Environmental Awareness Training: Biological	$2,000
	1.7 - Worker Environmental Awareness Training: Cultural	$2,000
	1.8 – Nesting Bird, Raptor, and Tricolored Blackbird Survey	$16,000
	1.9 – Pre-construction Special-Status Species Surveys	$11,000
	1.10 – Covered Species Relocation Plan	$5,800
	1.11 – Biologist Agency Approvals	$6,300
Task 2	Environmental Compliance Monitoring	
	2.1 - Biological Monitor (Daily Rate $1,900/day x 272 days)	$516,800
	2.2 - Cultural Monitor (Daily Rate ~$2,536/day x 272 days)	$690,000
Task 3	Agency Reporting and Notifications	
	3.1 – U.S. Army Corps of Engineers	$6,000
	3.2 – State Water Resources Control Board	$24,000
	3.3 – California Department of Fish and Wildlife	$4,000
	3.4 – National Marine Fisheries Service	$3,800
	3.5 – California State Lands Commission	$3,200
Task 777	Permit Compliance Tracking	$12,500
Task 888	Agency Liaison	$25,000
Task 999	Client Support and Coordination	$108,000
	TOTAL	**$1,815,700**
	CONTINGENCY (Tasks 1.1-1.4; 1.6-1.11; 3-999) 15%	**$47,970**
	CONTINGENCY (Tasks 1.5; 2.1; 2.2) 5%	**$74,795**
	TOTAL + CONTINGENCY	**$1,938,465**
	OPTIONAL TASKS (IF REQUIRED)	
Task 1	1.12 – Swainson's Hawk Protocol Surveys (Optional)	$24,000
	1.13 – Bat Emergence Surveys (Optional)	$83,000
	1.14 – Crotch's Bumble Bee Survey (Optional)	$37,000
	TOTAL WITH OPTIONAL TASKS + CONTINGENCY	**$2,082,465**

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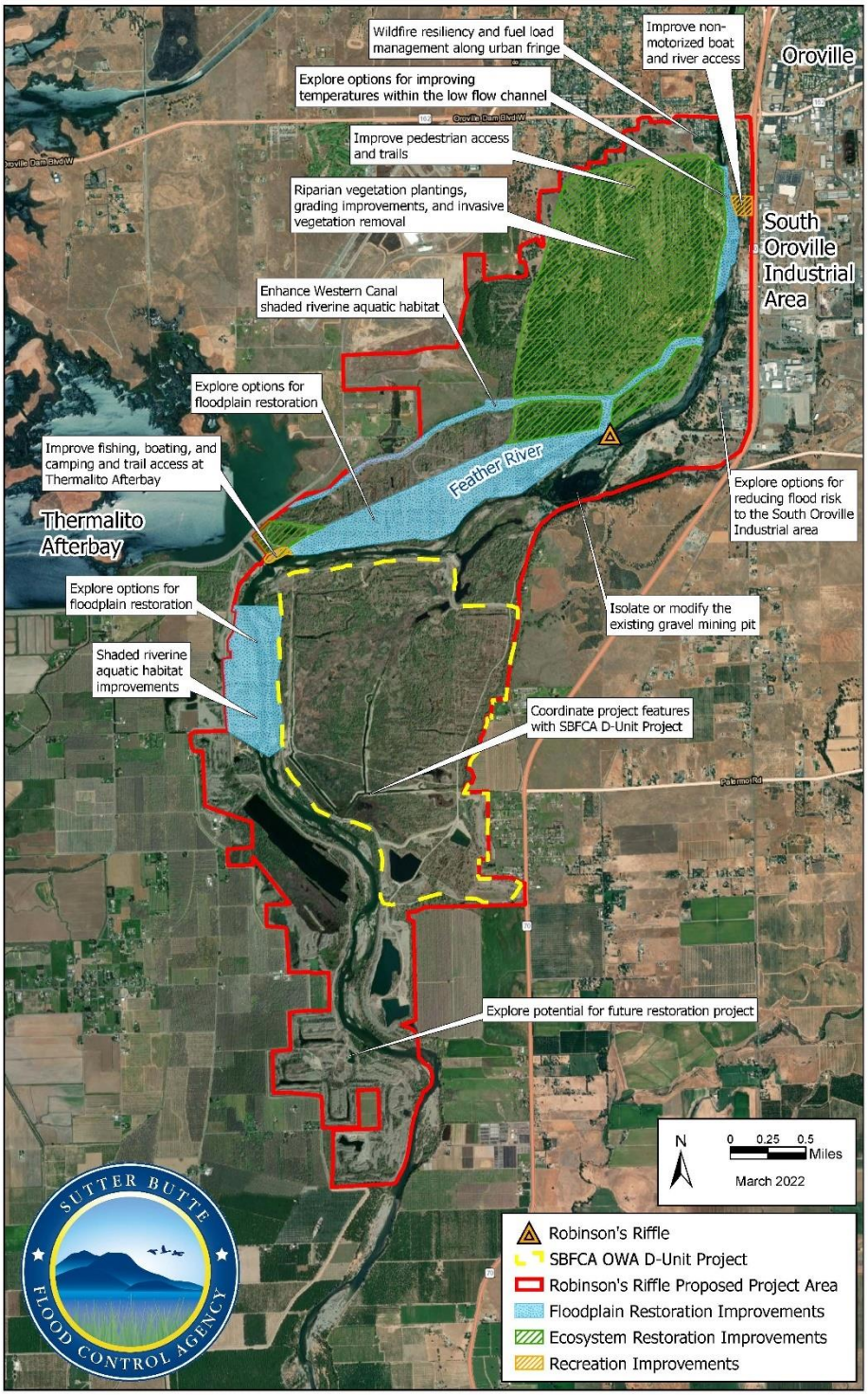
CONTACTS

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	CONSULTANT
By: _____	By: _____
MICHAEL BESSETTE	BJORN GREGERSEN
Executive Director, SBFCA	President, ECORP Consulting, Inc.

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EXHIBIT A – PROJECT AREA FIGURE



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Sutter Butte Flood Control Agency

A Partnership for Flood Safety

November 10, 2026

TO: Board of Directors

FROM: Michael Bessette, Executive Director

SUBJECT: Approval of Task Order 6 Amendment No. 3 with R&F Engineering Inc. for required work efforts related to the Oroville Wildlife Area Thermalito Recreation Improvements Project

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Recommendation

It is recommended that the Board of Directors approve and authorize the Executive Director to execute the following Task Order Amendment for the Oroville Wildlife Area (OWA) Thermalito Recreation Improvements Project subject to legal counsel's final review and approval:

1. Task Order 6 Amendment No. 3 with R&F Engineering, Inc. for $206,800 for project management services.

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 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 project also includes various landscaping features, which will provide important overhead canopy/shade and screening for the campground and day use areas, in addition to mitigating for a small portion of habitat impacted by the Project along the Feather River. The landscaping components consist of the installation of a commercial grade temporary irrigation system (a drip emitter system) and the planting of approximately five hundred eighty-three (583), one (1) gallon plants in pre-determined, pin flagged locations.

In May of 2026, WCB Amended the Project grant and provided an additional $292,859 to accommodate the unforeseen costs associated with state and federal regulatory compliance. On October 19, 2026, WCB amended the Project grant again to extend the grant term from December 31, 2027 to March 31, 2030 (an increase of 27 months) to accommodate the three-year vegetation establishment period for the Project's landscaping elements.

Under Task Order 6, R&F performs the project management, grant administration, and landscape design tasks. R&F leads the project under direction of SBFCA's Executive Director and manages the overall project scope, schedule, and budget. The intent of this Task Order 6 Amendment No. 3 is to provide SBFCA with continued project management services through construction completion, landscape installation, the three-year plant establishment period, and grant closeout, including management of the landscaping contractor, vegetation monitoring, and grant reporting.

Fiscal Impact

The recommended action requests the approval of Task Order 6 Amendment No. 3 with R&F Engineering. This action will obligate SBFCA to pay for the associated services delivered on a time and materials basis up to the amended Task Order's respective budget limitation. The budget for this amendment is $206,800, raising the total not-to-exceed amount for Task Order 6 from $651,296 to $858,096. The Task Order is entirely funded via the grants from WCB and CDFW. This work has been incorporated into the recent budget in the following accounts 731-99-700(8,9)-6574(0-3). As a result, the Board's approval of the recommended action would have no net budgetary impact to the Final 2026 through 2027 Budget.

Attachments:

1. R&F Engineering Task Order 6 Amendment No. 3

R&F Engineering Inc.

Sutter Butte Flood Control Agency
Task Order 6 – Amendment No. 3

Project Management and Engineering Services for the Oroville Wildlife Area Thermalito Recreation Improvements Project

This Task Order 6 Amendment No. 3 is associated with the Professional Services Agreement between R&F Engineering Inc. (R&F) and Sutter Butte Flood Control Agency (SBFCA) dated June 14, 2023.

I. Scope of Work

On October 19, 2026, the Wildlife Conservation Board (WCB) amended the Oroville Wildlife Area (OWA) Thermalito Recreation Improvements Project grant to extend the grant term from December 31, 2027 to March 31, 2030 (an increase of 27 months) to accommodate the three-year vegetation establishment period for the Project's landscaping elements. The intent of this Amendment is to provide SBFCA with continued project management services through construction completion, landscape installation, the three-year plant establishment period, and grant closeout, including management of the landscaping contractor, vegetation monitoring, and grant reporting. Additionally, project management efforts exceeded the original budget assumptions of Task Order 6 Amendment No. 2 due to additional efforts associated with obtaining FERC approval and with developing the DWR-SBFCA Implementation Agreement. This amendment will supplement the current Task 1 budget to carry out services through grant closeout.

II. Budget

Compensation will be paid for services on a time and materials basis in accordance with R&F's approved rate schedule and the provisions of the Professional Services Agreement. The budget for this amendment is $206,800, raising the total not-to-exceed amount for Task Order 6 from $651,296 to $858,096. The budget considers the remaining contract budget and is based upon an estimated level of effort of $7,650 per month on average for the remaining 27 months. Project Management is by its nature an assignment with an indefinite scope of work that varies day by day. An Amendment to this task order will be required if efforts exceed budget assumptions, or to extend project management services beyond the timeframe identified.

III. Schedule

Services associated with this Task Order will begin immediately following approval. It is assumed that project management responsibilities will be required through closeout of the project, which is anticipated to occur by June 2030.

SUTTER BUTTE FLOOD CONTROL AGENCY	R&F ENGINEERING INC.
By:_____	By:_____
MICHAEL BESSETTE Executive Director	CHRIS FRITZ President
Dated:_____	Dated:_____

Sutter Butte Flood Control Agency

A Partnership for Flood Safety

November 10, 2026

TO: Board of Directors

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

SUBJECT: Receive and File Monthly Financial Reports (August & September 2026)

Recommendation

Staff recommends that the Board receive and file the August & September 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 August & September 2026. Staff's oral presentation will cover the financial activities of the Agency through September 30, 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 August & September 2026. The information presented is compared to the Final Amended Final Budget for 2025/26.

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

November 10, 2026

TO: Board of Directors

FROM: Michael Bessette – Executive Director

SUBJECT: Receive and File Program/Project Update Report

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

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

Forecasted Super El Nino Flood Season

DWR Prepares for El Niño at Lake Oroville (written by DWR)



Across the State, DWR is preparing for potential extreme weather emergencies this winter as a super El Niño raises the odds of a wetter-than-average winter and heightened flood risk statewide. El Niño is characterized by above-average sea surface temperatures in the tropical Pacific Ocean, which can shift weather patterns and bring wetter, more intense winters to California. While it does not guarantee where or when extreme weather will strike, it increases the need for statewide readiness.

At Oroville Dam, which impounds Lake Oroville to create the State Water Project's largest water supply reservoir, DWR operates the facility to provide flood protection under federal Water Control Manual guidelines set by the U.S. Army Corps of Engineers (USACE). DWR does this by leaving a designated amount of storage space in Lake Oroville to capture runoff from rain and future snowmelt, protecting downstream communities from damaging flood events through controlled water releases.

Throughout the summer months, water releases from Oroville Dam support local agriculture, fish and wildlife habitat in the Feather River and Sacramento-San Joaquin Delta, and meet water delivery needs for 27 million Californians. While summer water releases drop Lake Oroville's water elevation significantly each year, they also create required storage space ahead of the rainy season. As runoff from rain begins filling the reservoir, DWR closely coordinates water releases with USACE and Yuba Water Agency to maintain balance in the water system.

Preparations for El Niño at Oroville Dam also include routine annual inspections of the main concrete spillway chute. Comprehensive inspections evaluate the condition of concrete slabs and walls, joint sealants, and dentates (energy-dissipating structures at the base of the spillway). Minor joint sealant repairs are currently underway.

In addition, DWR and partner agencies ready California's flood control system for high water by inspecting all 1,600 miles of levees in the State Plan of Flood Control, and ensuring that the complex system of bypasses, weirs, canals and levees are functioning as designed to reduce flood risk and protect communities.

Building on this work, California is preparing now for the winter season. DWR's flood operations staff are coordinating closely with local partners in cities and counties across the state, conducting 13 regional workshops, and pre-positioned flood-fighting materials at 68 locations. These materials include 4.4 million sandbags and 400,000 tons of rock for potential emergency levee repairs. SBFCA's staff and consultants continue to coordinate with DWR and USACE as flood season approaches and will continue to coordinate throughout flood season.

Tudor Flood Risk Reduction Project (lower Feather River West Levee)
The contractor has substantially completed all remaining work on the project and is working on final punch-list closeout and project finalization administration. A final punch-list job walk took place on October 29. The Construction Management and design team is working with the contractor to complete ongoing quality control work to meet contractual requirements. The Construction Management team is also coordinating all final payments to the contractor and project completion reporting.

Sutter Bypass Critical Levee Repair
The project team has addressed comments received from the reviewers (DWR, USACE, and the Independent Panel of Experts) on the 100% design submittal package. The responses to comments and updated 100% design package is currently being backchecked by the respective reviewers for closeout. SBFCA staff continues to advance the 408-approval effort and also the coordination with both USFWS and CDFW on the construction approach for the reach adjacent to the Sutter National Wildlife Refuge. Formal consultations with USFWS began on June 23 and are in-progress, and SBFCA staff have initiated the process for obtaining a Consistency Determination from CDFW. SBFCA is also continuing to coordinate with PG&E to discuss details related to the relocation of their power poles along the toe of the levee. In addition, staff is coordinating with CalOES and DWR on federal funding for the construction of the 5.2-mile levee improvement project. Coordination with both DWR and CalOES is ongoing and in July CalOES submitted a new (or updated) funding application under FEMA's BRIC program. On October 26 we received word from CalOES that FEMA is requesting that DWR post a public notice about FEMA's intent to the fund the project, this is very good news! In addition, SBFCA, Calpine, and DWR continue to dialogue on funding the remainder of the Sutter Bypass East levee repairs and also conducting numerous state advocacy meetings.

Oroville Wildlife Area (OWA) Robinson's Riffle River Restoration Project
The OWA Robinson's Riffle River Restoration 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 funded the design of the project. The project team is coordinating with the various federal and state regulatory agencies (DWR, CDFW, USACE, USFWS, NMFS, RWQCB, CVFPB, and State Lands Commission) to acquire the remaining approvals and permits required for construction. The project team is also coordinating additional outreach activities to private property owners adjacent to the proposed project and other stakeholders. The project went out to bid in September and we held a mandatory pre-bid meeting with contractors on October 6th. Bids were opened on October 28. SBFCA received a total of 8 bids, with 5 of them being under the Engineer's Estimate. SBFCA staff are currently evaluating the responsiveness and responsibility of the apparent low bidder (K.P. Martin) and anticipate bringing a recommended construction contract for award to the SBFCA Board at the December board meeting.

The *Oroville Wildlife Area Thermalito Afterbay Outlet Boat Ramp and Campground Project*
Our contractor, R&R Horn, has fully graded the project site and is working on finishing up the remaining concrete work for the new boat ramp. The contractor is also currently working on the asphalt paving and installation of the other ancillary features, such as the new portable restrooms and fire water storage tank. The major construction work is scheduled to be finished by early December, and the vegetation planting component of the project will begin as soon as access is available

City of Oroville Levee Repair Project
SBFCA staff continues to coordinate with City staff but no new updates to report this month. In 2024 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, unfortunately there was no federal funding to move the project forward. We continue to check in with the Corps' program manager in San Francisco on their budget status and if the City desires to move this item forward.

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 and draft documentation that the State is completing for the 2027 CVFPP update. On October 9, SBFCA staff participated in a Workshop with the Central Valley Flood Protection Board to discuss the needs and approach for advancing additional improvements to the Sutter Bypass East Levee. 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 in 2025 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)

USACE 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 continues the week of August 31 and is currently scheduled to finish in the winter 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. 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 July 8. Additional delays have been encountered due to the federal shutdown of the Department of Homeland Security along with additional funding cuts to FEMA's mapping programs.

State & Local Funding

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.

SBFCA submitted and received an 11th quarter package to WCB for the Thermalito Afterbay project, while a 12th Quarter packages will also be submitted in November. A 10th quarter package for the CDFW SFRA Thermalito Afterbay project was submitted and currently pending payment, while an 11th quarter package is on track for submittal in November. The tables below present the funding status of the Agency's WCB Grants and CDFW Grants, respectively.

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	$71,912	$51,653
PMT 8	$46,029		$46,029
PMT 9	$82,717		$82,717
Pending [1]			
PMT 8		$68,514	$68,514
PMT 9		$63,133	$63,133
PMT 10	$79,540	$349,251	$428,791
PMT 11	$69,178		$69,178
PMT 12	$341,500		$341,500
TOTAL PAYMENTS	**$1,260,037**	**$1,032,049**	**$9,650,628**
GRANT BALANCE	**$3,154,963**	**$2,273,707**	**$5,959,650**

[1] No payments yet received.

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. SBFCA is currently working closely with DWR for payment processing.

The seventh quarter and final CDFW Robinson's Riffle package was submitted in March and all payments from CDFW have been received.

SBFCA is currently formulating the first WCB Robinson's Riffle package to submit to the state for reimbursement. The first package will be finalized and submitted in September.

SBFCA has also received the first through fourth payment requests on the RFMP V grant totaling $148,556 in payments received. A fifth quarter reimbursement request is currently being formulated for submittal in September.

A tenth reimbursement request package for SBEL was submitted to DWR in December and there are no currently pending payments. Eleventh and twelfth quarter packages are currently being finalized for submittal in September.

State Funding

	Agreement					
	FMPRA Robinson's Riffle	**CDFW Robinson's Riffle**	**WCB Robinson's Riffle**	**RFMP V**	**Sutter Bypass East Levee**	**Total**
Grant Agreement No.	4600015071	Q2296026	WC-2561AH	4600016181	4600014883	
Grant Amount	$1,484,823	$2,115,000	$31,665,922	$391,500	$4,000,000	$39,657,245
TOTAL FUNDING	**$1,484,823**	**$2,115,000**	**$31,665,922**	**$391,500**	**$4,000,000**	**$39,657,245**
Receipts						
Received						
PMT 1	$99,307	$117,336		$35,698	$112,991	$365,331
PMT 2	$77,213	$156,321		$30,659	$123,650	$387,843
PMT 3	$94,835	$158,703		$44,092	$201,698	$499,329
PMT 4	$88,102	$222,019		$38,107	$103,312	$451,540
PMT 5		$285,037			$51,017	$336,054
PMT 6		$351,951			$66,359	$418,310
PMT 7		$451,635			$166,462	$618,097
PMT 8					$131,751	$131,751
PMT 9					$111,078	$111,078
Pending [1]						
PMT 1			$225,970 [2]			$225,970
PMT 5	$183,975			$29,370 [2]		$213,345
PMT 6	$100,699					$100,699
PMT 7	$216,731					$216,731
PMT 8	$102,365					$102,365
PMT 9	$41,790					$41,790
PMT10	$32,481				$151,216	$183,697
PMT11	$13,951				$47,458	$61,409
PMT12	$10,748				$117,173 [2]	$127,921
PMT13					$94,758 [2]	$94,758
Retention Release						
TOTAL PAYMENTS	**$1,062,197**	**$1,743,002**	**$225,970**	**$177,926**	**$1,478,926**	**$4,688,021**
GRANT BALANCE	**$422,626**	**$371,998**	**$31,439,952**	**$213,574**	**$2,521,074**	**$34,969,224**

[1] No payments yet received
[2] Pacakge to be submitted prior to board meeting.

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