
**SUPPLEMENT TO STANDARD
OPERATION AND MAINTENANCE
MANUAL**

**SACRAMENTO RIVER
FLOOD CONTROL PROJECT**

UNIT NO. 147

**LEVEE AROUND THE CITY OF MARYSVILLE
AND
NORTH LEVEE OF YUBA RIVER TO A POINT
3.83* MILES UPSTREAM FROM MARYSVILLE**



**SACRAMENTO DISTRICT
CORPS OF ENGINEERS
U. S. ARMY
SACRAMENTO, CALIFORNIA**

* 2.03 miles of levee has
been added to Unit No.
147. Revised Dec 1964

FILE COPY

CORPS OF ENGINEERS

U. S. ARMY

SUPPLEMENT TO STANDARD
OPERATION AND MAINTENANCE MANUAL
SACRAMENTO RIVER FLOOD CONTROL PROJECT

UNIT NO. 147

LEVEE AROUND THE CITY OF MARYSVILLE
AND
NORTH LEVEE OF YUBA RIVER TO A POINT
1.8 MILES UPSTREAM FROM MARYSVILLE

Sacramento District
Corps of Engineers
U. S. Army
August 1955

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LOCATION	ADDITION OR REVISION	DATE
1-04 k.	Add contract no. 56-62	Nov 1963
1-04 l.	Add contract no. 57-24	Nov 1963
Exhibit B	Add drawing no. 8-4-617	Nov 1963
1-04 m.	Add contract no. 61-68	Nov 1963
Exhibit B	Add drawing no. 4-4-513	Nov 1963
1-03 e.	Add description of additional levee	Dec 1964
1-04 j.	Add contract no. 64-44	Dec 1964
Exhibit B	Add drawing no. 8-4-667	Dec 1964
Exhibit F	Add letter of acceptance dated 21 Feb 1964	Dec 1964
1-07	Add levee from Walnut Avenue to Hallwood Blvd.	Dec 1964
Paragraph 2-01 b. (5)	Add special maintenance required for additional levee	Dec 1964
Exhibit A-1	Add revised location map	Dec 1964
1-04 n.	Add contract no. DACW05-68-C-0075	Mar 1970
Exhibit B	Add drawing no. 8-4-774	Mar 1970
Exhibit F	Add copy of letter of acceptance dated 21 Aug 1968	Mar 1970
1-04	Add subparagraph o.	Sep 1981
2-05	Add Environment Protection	Sep 1981
Exhibit A-1	Revised location map	Sep 1981
Exhibit B	Add drawing no. 50-13-5165	Sep 1981
Exhibit F	Add copy of letter of acceptance dated 3 May 1977	Sep 1981
Exhibit F	Add copy of letter of transfer dated 23 Mar 1948	27 Dec 2010
Exhibit F	Add copy of letter of acceptance dated 7 Apr 1948	27 Dec 2010
Exhibit F	Add copy of letter of transfer dated 8 Dec 1951	27 Dec 2010
Exhibit F	Add copy of letter of transfer dated 2 Oct 1952	27 Dec 2010
Exhibit F	Add copy of letter of acceptance dated 3 Dec 1952	27 Dec 2010
Exhibit F	Add copy of letter of transfer dated 25 Aug 1961	27 Dec 2010
Exhibit F	Add copy of letter of acceptance dated 7 Sep 1961	27 Dec 2010
Exhibit F	Add copy of letter of transfer dated 30 Aug 1962	27 Dec 2010
Exhibit F	Add copy of letter of acceptance dated 19 Sep 1962	27 Dec 2010
Exhibit F	Add copy of letter of transfer dated 6 Feb 1964	27 Dec 2010
Exhibit F	Add copy of letter of transfer dated 1 Aug 1968	27 Dec 2010

LOCATION	ADDITION OR REVISION	DATE
1-04	Add subparagraph p	27 Dec 2010
Exhibit B	Add drawing no. 4-4-623	27 Dec 2010
Exhibit F	Add copy of letter of transfer dated 12 Nov 2003	27 Dec 2010
Exhibit F	Add copy of letter of transfer dated 28 Mar 1977	8 Mar 2011
1-04	Add subparagraph q	11 Mar 2014
2-04	Add subparagraphs a(4) and b(1)	11 Mar 2014
Exhibit A	Add Figure 2	11 Mar 2014
Exhibit B	Add As-Constructed Drawings YU-04-051	11 Mar 2014
Exhibit F	Add copy of letter of transfer dated 31 Jul 2014	27 Apr 2016
Exhibit F	Add copy of letter of transfer (Marysville Levee District, No Date)	27 Apr 2016
Exhibit H	Add copy of the Project Partnership Agreement	2 May 2016
Exhibit F	Add copy of letter of transfer dated 29 Nov 2016	29 Dec 2016

* 2.03 Miles of levee has been added to Unit No. 147.

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H	Project Partnership Agreement	Sheet 1 thru 33

*(Added September 1981)

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UNIT NO. 147

LEVEE AROUND THE CITY OF MARYSVILLE
AND
NORTH LEVEE OF YUBA RIVER TO A POINT
1.8 MILES UPSTREAM FROM MARYSVILLE

JULY 1953

SECTION I

INTRODUCTION

1-01. Location. The improvement covered by this manual is that part of the Sacramento River Flood Control Project which includes the levee that encompasses the City of Marysville and the north levee of the Yuba River from the Marysville levee upstream 1.8 miles. The levees which surround the City of Marysville include the south levee of Simmerly Slough; the east levee of the Feather River from Simmerly to the Yuba River; the north levee of the Yuba River; and the back levee or northerly levee of Marysville extending from Simmerly Slough to the Yuba River, all as shown on Exhibit A-1 and drawings of Exhibit B. The levees of this unit are located within the jurisdiction of the Marysville Levee Commission, in Yuba County, California. Location of the completed unit covered by this manual is shown on Exhibit A-1. This manual includes and supersedes the supplemental manual designated as Unit No. 17 of the Sacramento River Flood Control Project, entitled, "North Levee Yuba River Upstream 1.8 Miles from Marysville, California."

1-02. Protection Provided. The project design flood within the limits of this unit is 210,000 cubic feet per second in the Feather River and 120,000 cubic feet per second in the Yuba River. The grade of the adopted flood plane in the Feather River varies from elevation 82.0 at Binney Junction to elevation 79.2 at the junction of the Feather and Yuba Rivers. Along the Yuba River the grade of the adopted flood plane varies from elevation 88.6 at a point located 1.8 miles upstream from the levee around Marysville to elevation 79.2 at the junction of the Feather and Yuba Rivers. (All elevations are referred to U. S. Corps of Engineers datum). With the exception of about eight railroad crossings and four highway crossings, the levee grade provides for a freeboard of 3 feet or more.

1-03. Project Works. The flood control improvement covered by this manual is a part of the Sacramento River Flood Control Project authorized by the Flood Control Act of 1917 as modified by the Acts of 1928, 1937, and 1941, and consists of:

a. The south levee of Simmerly Slough from Binney Junction downstream about 1.3 miles to the Feather River as constructed by local interests and as reconstructed by the Corps of Engineers to adopted grade and section.

b. The east levee (left bank) of the Feather River from Simmerly Slough downstream about 1.54 miles to the Yuba River as constructed by local interests and reconstructed by the Corps of Engineers to adopted grade and section.

c. The north levee (right bank) of the Yuba River from a point located 1.8 miles upstream from the levee around Marysville downstream about 5.1 miles to the junction of the Yuba and Feather Rivers as constructed by local interests and reconstructed by the Corps of Engineers to project grade and section.

d. The back levee or northerly levee around the City of Marysville which extends from Simmerly Slough about 1.8 miles to the north levee of the Yuba River as constructed by local interests and as reconstructed by the Corps of Engineers to project grade and section.

e. The north levee of the Yuba River has been extended a distance of 2.03 miles by surfacing of the existing levee crown. The total length from the Simmerly Slough upstream is now 3.83 miles.

1-04. Construction Data and Contractor. Unit No. 147 of the flood control works described in this manual forms an integral part of the Sacramento River Flood Control Project. Construction work required to bring levees built by local interests to project standards was accomplished under the following contracts:

a. Slab levee on Feather River along Western Pacific Railroad between 9th and 11th Streets, Marysville was constructed under Contract No. W-1105-eng-1279 by Swinger Construction Company and completed on 20 January 1934. Drwg. 4-4-136

b. Enlargement to adopted grade and section of the east levee of the Feather River from station 9+00 to 89+00 as shown on Drawing No. 4-4-140 of Exhibit B. Work on this portion was accomplished under Contract No. W-1105-eng-1498 by Harmes Bros., contractors, and completed on 21 February 1935. Drwg. 4-4-140

c. Slab levee on Feather River along Western Pacific Railroad between 6th and 9th Streets, Marysville, was constructed under Contract No. W-1105-eng-2131 by Hemstreet & Bell, contractors, and completed on 30 November 1937. Drwg. 4-4-156

d. Slab levee on Feather River along Western Pacific Railroad between “D” Street Bridge and Yuba City Bridge at Marysville was constructed under Contract No. W-1105-eng-2333 by Daniel Boyles, contractor, and completed on 28 November 1938. [Drwg. 4-4-171](#)

e. Slab levee on Feather River along Western Pacific Railroad at Marysville from 5th Street to Simmerly Slough was constructed under Contract No. W-1105-eng-2391 by Olympian Dredge Company and completed 19 January 1939. [Drwg. 4-4-186](#)

f. Enlargement to adopted grade and section of the Marysville North Levee in the vicinity of Binney Junction was accomplished under Contract No. W-1105-eng-2776 by H. Earl Parker, contractors, and completed 9 July 1940. [Drwg. 4-4-233](#)

g. Enlargement to adopted grade and section of the North Levee of the Yuba River from “D” Street Bridge to Valley Meat Company and North Levee of Marysville from Valley Meat Company to Western Pacific Railroad was accomplished under Contract No. W-1105-eng-4160 by Piombo Bros., contractors, and completed in 1943. [Drwg. 50-4-1999](#)

h. Enlargement to adopted grade and section of the North levee of the Yuba River from Marysville North Levee Upstream 1.8 miles was accomplished under Contract No. W-04-167-eng-1335 by H. Earl Parker, contractor, and completed on 25 February 1948. [Drwg. 8-4-516](#)

i. The crown of the levee from Binney Junction downstream along Simmerly Slough and Feather River to “D” Street Bridge at Marysville was surfaced for patrol road purposes under Contract No. DA-04-167-eng-828, by Browne and Krull, contractors and completed on 2 December 1952.

j. The crown of the levee along the north bank of the Yuba River from Hallwood Boulevard to Walnut Avenue was surfaced for patrol road purposes under Contract No. DA-04-167-CIVENG-64-44 by H. Earl Parker, Inc. during the period from 26 November 1963 to 6 March 1964, Specification No. 3012, Drawing No. 8-4-667.

k. Emergency repair of north levee of Yuba River for approximately 2 miles on south city limits of Marysville was accomplished under Contract No. DA-04-167-CIVENG-56-62 by H. Earl Parker, Inc. during the period from 22 December 1955 to 7 February 1956, Specification No. 2091. No drawings made.

l. Emergency spur levee repairs, right bank of Yuba River, vicinity of Marysville was accomplished under Contract No. DA-04-167-CIVENG-57-24 during the period from 2 August 1956 to 27 August 1956, Specification No. 2184, Drawing No. 8-4-617.

m. Rehabilitation of the Feather River, Marysville and R. D. 10 levees was accomplished under Contract No. DA-04-167-CIVENG-61-68 by S. G. Voudouris and A. R. McEwen, contractors, during the period from 17 April 1961 to 28 August 1961, Specification No. 2683, Drawing No. 4-4-513.

n. Levee berm construction on the right bank of the Yuba River from Stations 10+50 to 43+50 and 67+50 to 87+00 was accomplished under Contract No. DACW05-68-C-0075 by Carl J. Woods during the period from 9 May 1968 to 24 May 1968. Specification No. 3391A. Drawing No. 8-4-774.

o. Camping and parking areas and access roads were constructed on the left bank of Feather River at Site Mile 28.7, (of Unit 29A) under Contract No. DACW05-76-C-0092 by Triangle Engineering. Construction was completed on 17 March 1977. Specification No. 5110, Drawing No. 50-13-5165.

p. Emergency repairs along the left bank of the Feather River from Levee Miles 0.00 to 0.30 from Unit 1 and Levee Miles 0.00 to 0.50 from Unit 2 adjacent to the city of Marysville were completed in August 2000 by Clearwater Group, Inc., under Contract No. DACW05-00-C-0010. Specification No. 1045E, Drawing No. 4-4-623.

q. Soil-Cement-Bentonite seepage cutoff wall installed to a depth of between 107 and 127 feet below the levee crest between Stations 37+00 and 83+00, Levee Mile 1.66 to 2.53, of the Jack Slough South Levee, and levee geometry corrections constructed between Stations 49+00 and 83+00 that included modifications to the levee crown width and the waterside levee slope to meet current USACE Sacramento District Standard Operating Procedure (SOP) standards. The wall was constructed using the Deep Mixing Method (DMM) with a triple shaft (axis) mixing system. This work was completed on 15 November 2012 by Raito, Inc. under Contract No. W91238-10-C-0030. Specification No. 1756, Drawing No. YU-04-051.

1-05. Flood Flows. For purposes of this manual, the term "flood" or "high water period" shall refer to flows when the water surface in the Yuba River reaches or exceeds the reading of 66.0 on the U. S. Weather Bureau gage located on the right bank of the Yuba River on the first pier of the "E" Street Bridge at Marysville. Staff gage is set on U. S. Corps of Engineers datum.

1-06. Assurances Provided by Local Interests. Assurance of cooperation by local interests is provided by State legislation, as contained in Chapter 3, Part 2, Division 5 of the State Water Code (see paragraph 2-02a of the Standard Manual). Assurance of cooperation by the Marysville Levee District is provided by the Project Partnership Agreement (see Article II, paragraph C) signed July 21, 2010 and Code of Federal Regulations, Title 33, Part 208, Flood Control regulations.

1-07. Acceptance by State Reclamation Board. Responsibility for operating and maintaining the completed works was officially accepted by the Reclamation Board of the State of California on 18 December 1951 and 2 December 1952, as shown on the attached copies of letters of acceptance EXHIBIT F.

By letter dated 21 February 1964 the Reclamation Board of the State of California accepted the right bank levee of the Yuba River from Walnut Avenue to Hallwood Boulevard; operation and maintenance will be limited to the patrol road only.

1-08. Superintendent. The name and address of the Superintendent appointed by local interests to be responsible for the continuous inspection, operation, and maintenance of the project works shall be furnished the District Engineer, and in case of any change of Superintendent, the District Engineer shall be so notified.

SECTION II

FEATURES OF THE PROJECT SUBJECT TO FLOOD CONTROL REGULATIONS

2-01. Levees.

a. Description. Levees described in this unit are located as described in paragraph 1-01 of this manual. Levees of this unit, originally built by local interests, have been enlarged, setback, or have been given bank protection by new construction. The levee grade provides for a freeboard of 3 feet or more with the exception of about eight railroad crossings and four highway crossings where equipment and materials necessary for prompt closure of the openings are kept available at all times. For more complete detail of items included in construction of above mentioned levees, refer to the "As Constructed" drawings of Exhibit B. Structures affecting levee maintenance are listed in Exhibit E. Railroad tracks of the Southern Pacific and Western Pacific Railroads traverses the levee from Binney Junction to a point near "D" Street Bridge in Marysville.

b. For pertinent Requirements of the Code of Federal Regulations and other requirements see the following:

- (1) Maintenance-Paragraph 4-02 of the Standard Manual.
- (2) Check Lists-Exhibit E of this Supplement Manual.
- (3) Operation-Paragraph 4-04 of the Standard Manual.
- (4) Special Instructions-Paragraph 4-05 of the Standard Manual.

* (5)
 ↓
 *

2-02. Drainage and Irrigation Structures.

a. Description. Drainage and irrigation structures which extend through the levees are located and described as follows:

Location Station	Size and Kind of Pipe	Other Structure Description	Elev. Of invert at Pipe
------------------	-----------------------	-----------------------------	-------------------------

EAST LEVEE FEATHER RIVER

42+00	8" C.M.P.	Drainage culvert under railroad, No. 100 gate R.S., Concrete cut-off walls, saddle and apron	78.0
86+70	8" C.M.P.	" " "	77.5
120+90	6" Steel	" " "	77.0

(5) Since the levee along the right bank of the Yuba River from Walnut Avenue to Hallwood Boulevard is above the project flood plane, maintenance and operation will be limited to the patrol road only.

Location Station	Size and Kind of Pipe	Other Structure Description	Elev. Of Invert at pipe
<u>NORTH LEVEE YUBA RIVER</u>			
37+46	16" Concrete	Marysville Sewer Outfall	80.3
37+46	12" Steel	Marysville Sewer Outfall	61.3
68+90	24" C.M.P.		59.0
<u>SOUTH LEVEE SIMMERLY SLOUGH</u>			
7+91	36" C.M.P.	No. 100 Gate R.S	55.4
8+48	36" C.M.P.	Outfall drain from Ellis Lake, No. 100 Gate R.S.	45.5

Notes on abbreviations and gate:

C.M.P. = Corrugated Metal Pipe

R. S. = Riverside

Calco gate No. 100 is placed on the outlet end of pipes. It closes against face pressure and opens automatically to permit outflow whenever the pressure is reversed by a change in water levels.

b. For pertinent Requirements of the Code of Federal Regulations and other requirements see the following:

- (1) Maintenance - Paragraph 5-02 of the Standard Manual
- (2) Check Lists - Exhibit E of this Supplement Manual
- (3) Operation - Paragraph 5-04 of the Standard Manual.
- (4) Additional Requirements - Paragraph 5-05 of the Standard Manual.
- (5) Safety Requirements - Paragraph 5-06 of the Standard Manual.

2-03. Channels.

a. Description. The main channel of the Feather River from Simmerly Slough to the Yuba River (a distance of about 1.54 miles) is leveed along both banks and has a flood flow capacity of about 210,000 cubic feet per second. The channel of the Yuba River within Unit No. 147 extends from a point located 1.8 miles upstream from the levee around the City of Marysville to the junction of the Yuba and Feather Rivers, a distance of about 5.1 miles. This portion of the Yuba River has a flood flow capacity of about 120,000 cubic feet per second. Overflow areas of the Yuba and Feather Rivers above Marysville are comparatively wide. The area north of this unit and south and east of Reclamation District No. 10 is affected mainly

by backwater from the Feather River through Simmerly Slough. The maintenance and operation of the channels of Simmerly Slough, the Feather River and Bear River, within this unit, shall be limited to flood control and the requirements which follow shall be observed only to that extent.

b. For pertinent Requirements of the Code of Federal Regulations and other requirements see the following:

- (1) Maintenance - Paragraph 6-02 of the Standard Manual.
- (2) Check Lists - Exhibit E of this Supplement Manual.
- (3) Operation - Paragraph 6-04 of the Standard Manual.
- (4) Safety Requirements - Paragraph 6-05 of the Standard Manual.

It shall be the duty of the Superintendent to maintain a patrol of the project works during all periods of flood in excess of a reading of 66.0 on the gage at "D" Street Bridge as indicated in paragraph 1-05 of this manual. The Superintendent shall dispatch a message by the most suitable means to the District Engineer whenever the water surface at "D" Street Bridge reaches the gage reading above. The Superintendent shall cause readings to be taken at said gage at intervals of one to two hours during the period when the water surface is above the flood-flow stage indicated above and record the time of observations. One copy of the readings shall be forwarded to the District Engineer immediately following the flood, and a second copy transmitted as an inclosure to the semi-annual report in compliance with paragraph 3-06 of the Standard Manual.

2-04. Miscellaneous Facilities.

a. Description. Miscellaneous structures or facilities which were constructed as a part of, or existed in conjunction with, the protective works, and which might affect their functioning, include the following:

- (1) Bridges. (For further details, see drawings of Exhibit B
 - (a) South Levee of Simmerly Slough-Southern Pacific Railroad crossing at Binney Junction-Station 73+05.
 - (b) East Levee of the Feather River-U.S. Highway 99E - 20 Crossing at 10th Street.
 - (c) East levee of Feather River-bridge approach of Sacramento Northern Railroad and highway crosses levee at 5th Street
 - (d) East levee of Feather River-Western Pacific Railroad crosses levee near junction of the Feather and Yuba Rivers.
 - (e) Northerly levee of Yuba River-"D" Street Highway bridge crossing.
 - (f) Northerly levee of Yuba River-Southern Pacific Railroad crossing at intersection of 2nd and "A" Streets.
 - (g) Northerly levee of Yuba River-county road crossing (Simpson Lane).

(2) Utility Relocations. Because of the nature of the construction of the levee by local interest, no records of any utility relocations are available.

(3) Hydrographic Facilities. Provisions have been made at several locations within this unit for hydrographic facilities. The various agencies mentioned below are responsible for maintenance of the facilities listed as follows:

(a) State Division of Water Resources continuous water stage recorder, staff gage and wire weight gages located near the right bank of the Feather River on downstream side of the Sacramento Northern Railroad Bridge at Yuba City.

(b) State Division of Water Resources winter station and U.S. Geological Survey summer station on the Yuba River at Simpson Lane Bridge. This is a continuous water stage recorder and staff gage.

(c) U.S. Weather Bureau staff gage located on the right bank of the Yuba River on first pier of "E" Street Bridge in Marysville.

(4) Seepage Cutoff Wall Facilities.

(a) Phase 1: 4,600 linear feet of Soil Cement Bentonite seepage cutoff wall have been installed in the Jack Slough South Levee between Stations 37+00 and 83+00, Levee Mile 1.66 to 2.53. It begins 1,100 feet east of Jack Slough Road and ends 400 feet north of the intersection of the Ring Levee with the existing Union Pacific Railroad tracks. The cutoff wall bottom elevation varies from 107 to 127 feet below the levee crest (see as-built drawings for location-specific depth). The cutoff wall top elevation is consistently 7 to 7.5 feet below the crown. A clay cap was constructed between the top of the cutoff wall, and the levee crest. This clay cap consists of the entire levee section above the elevation of the cutoff wall. In specific areas, the new levee slope was not graded flat, but these are visible in the as-built drawings. This feature was built into the system, and therefore will not cause a subsequent Periodic Inspection to flag the area as out of compliance.

b. For pertinent requirements of the Code of Federal Regulations and other requirements see the following:

(1) Maintenance – Paragraph 7-02 of the Standard Manual.

(a) Maintenance of Seepage Cutoff Walls: Modification or repair work in the vicinity of the slurry cutoff wall should include provisions to avoid damaging the cutoff wall. Work that requires penetrating the cutoff wall would require special consideration to assure that the cutoff wall forms a continuous seepage barrier as originally constructed. Acceptable clay cap earth fill would have at least 35 percent fines (percent passing the No. 200 sieve) with liquid limit less than or equal to 45 and plasticity index of greater than 7 and less than 25, and no particles greater than 2-inch maximum diameter. For penetrations or excavations into the cutoff wall, the controlled low strength material replacing the cutoff wall material should have permeability similar to the cutoff wall with no greater than 1×10^{-6} cm/sec permeability at 28 days and an unconfined compressive strength of at least 50 psi at 28 days. Any potential impact to the cutoff wall shall be coordinated with the Corps of Engineers, Sacramento District to develop mitigation measures or repair methods for the cutoff wall.

(2) Check Lists – Paragraph 7-03 of the Standard Manual.

(3) Operation – Paragraph 7-04 of the Standard Manual.

2-05. Environment Protection.

a. Vegetation left during construction on the waterside berm or slope above the bank protection shall not be removed under normal maintenance. Dead trees with wildlife value will be retained except where they are a hazard to existing flood control works.

SECTION III

REPAIR OF DAMAGE TO PROJECT WORKS AND METHODS OF COMBATING FLOOD CONDITIONS

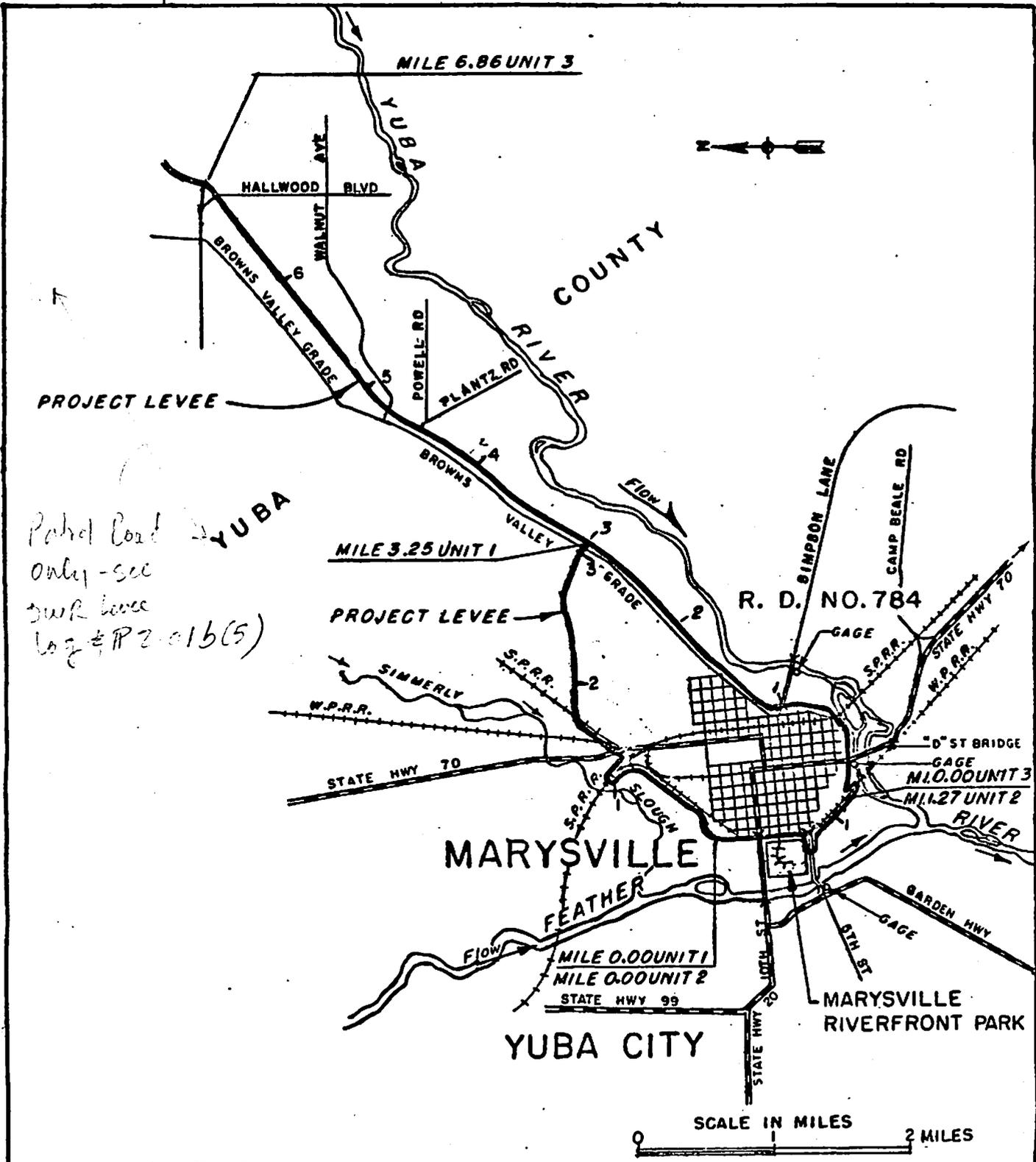
3-01. Repair of Damage. In the event of serious damage to the project works, whether due to flood conditions or other causes, and which may be beyond the capability of local interests to repair, the Superintendent will contact a representative of the Division of Water Resources, State of California, who coordinates maintenance of project works of the Sacramento River Flood Control Project. The State representative will give assistance or advice, or will determine appropriate action to be taken.

3-02. Applicable Methods of Combating Floods. For applicable methods of combating flood conditions, reference is made to Section VIII of the revised Standard Manual, where the subject is fully covered.

EXHIBIT A

FLOOD CONTROL REGULATIONS

(See Standard Manual)

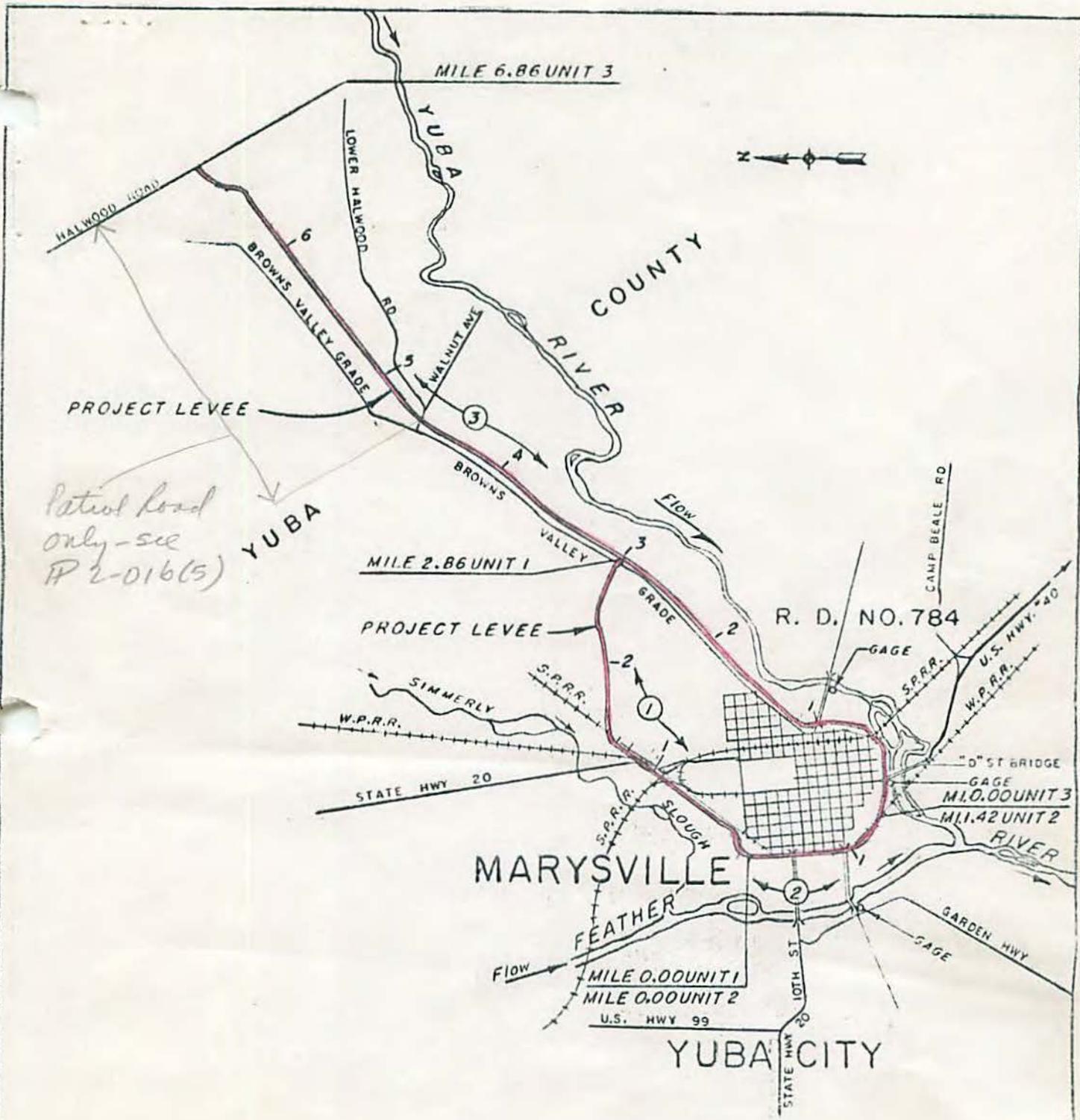


*Patrol Coord
Only - see
Surf Levee
Log # PZ-015(5)*

LEGEND

--- Extent of Levees in this Unit.

LOCATION MAP
UNIT NO. 147
 LEVEE AROUND THE CITY OF MARYSVILLE
 AND
 NORTH LEVEE OF YUBA RIVER TO A POINT
 3.83 MILES UPSTREAM FROM MARYSVILLE

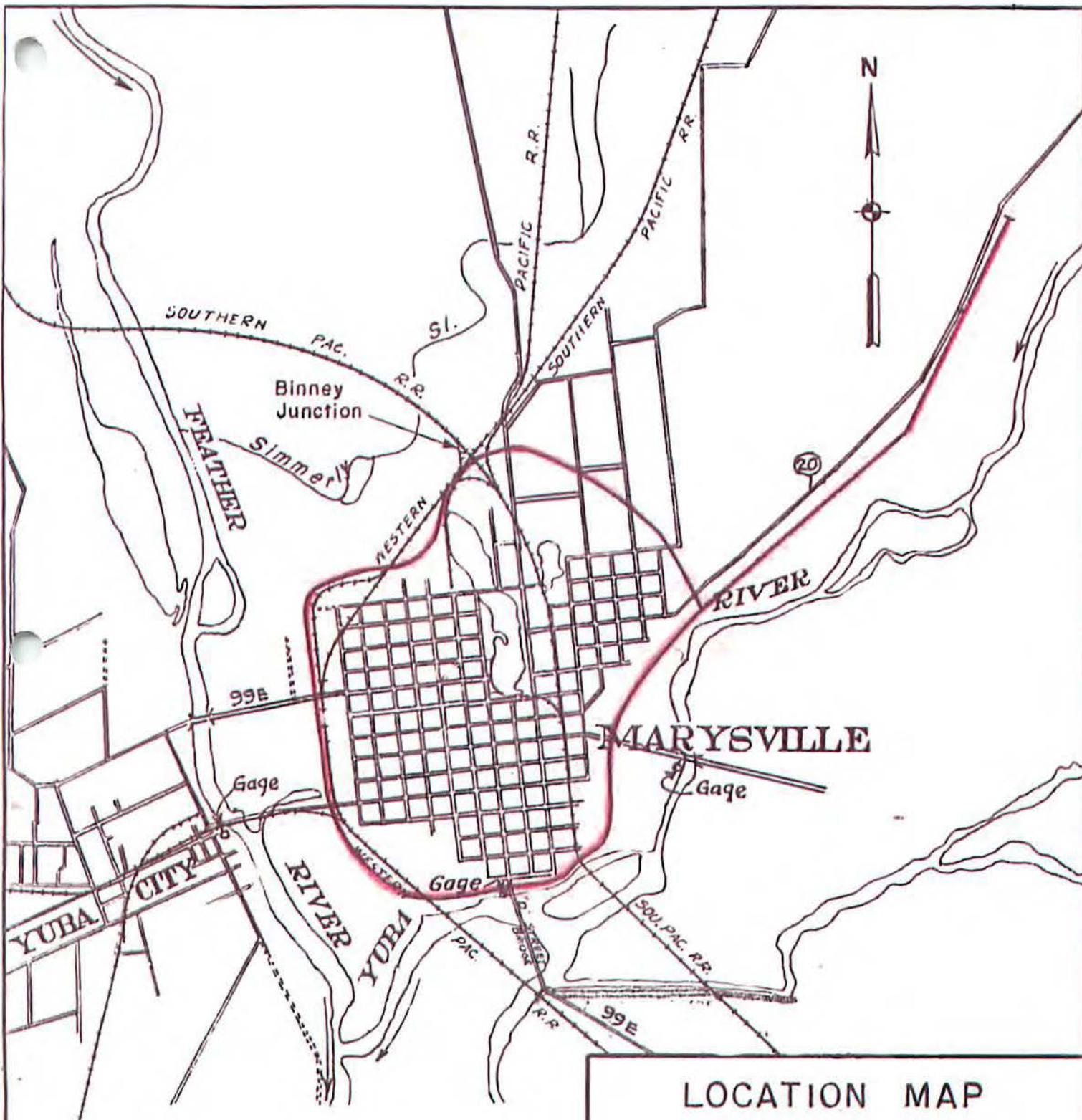


Patrol Road only - see P 2-016(5)

LEGEND

— — — — — Extent of Levees in this Unit.

LOCATION MAP
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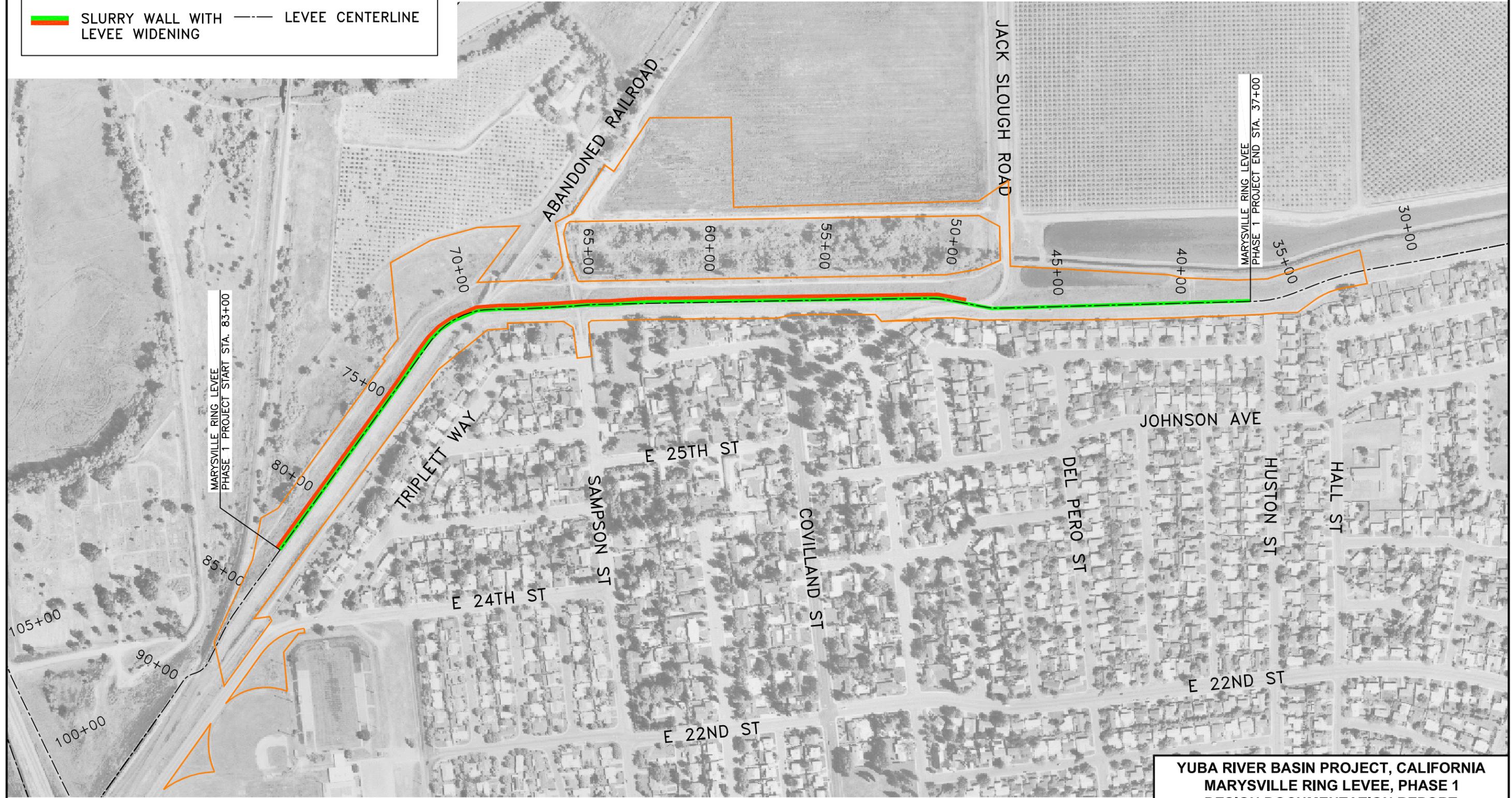
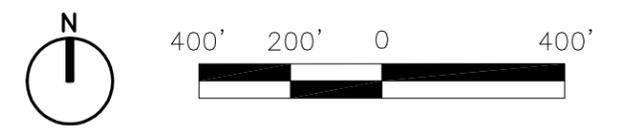
LEGEND

 — Extent of Levees in this Unit

LOCATION MAP
UNIT NO. 147
LEVEE AROUND THE CITY OF MARYSVILLE
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1.8 MILES UPSTREAM FROM MARYSVILLE

LEGEND

- SLURRY WALL
- PROJECT FOOTPRINT
- SLURRY WALL WITH LEVEE WIDENING
- LEVEE CENTERLINE



**YUBA RIVER BASIN PROJECT, CALIFORNIA
MARYSVILLE RING LEVEE, PHASE 1
DESIGN DOCUMENTATION REPORT**

LEVEE AERIAL MAP

**FIGURE
2**



EXHIBIT B

"AS CONSTRUCTED" DRAWINGS

See separate folder for the following drawings:

<u>File No.</u>	<u>Title</u>
4-4-136	Slab Levee on Feather River along Western Pacific Railroad between 9th and 11th Streets, Marysville. 1 sheet.
4-4-140	Enlargement of East Levee Feather River, Vicinity of Marysville. 1 sheet.
4-4-156	Slab Levee on Feather River along Western Pacific Railroad between 6th and 9th Streets, Marysville. 1 sheet.
4-4-171	Slab Levee on Feather River along Western Pacific Railroad at Marysville "D" Street Bridge to Yuba City Bridge. 1 sheet.
4-4-186	Slab Levee on Feather River along W.P.R.R. at Marysville 5th Street to Simmerly Slough. 1 sheet.
4-4-233	Enlargement of Marysville Levee Vicinity of Binney Junction. 1 sheet.
50-4-1999	North Levee Yuba River from "D" Street Bridge to Valley Meat Co. and North Levee City of Marysville from Valley Meat Co. to W.P.R.R. Sheets 1 and 2.
8-4-516	Enlargement of North Levee of Yuba River from Marysville North Levee Upstream 1.8 miles. Sheets 1 and 2.

Additional drawings of cross-sections, structures, and miscellaneous facilities are available in the Office of the District Engineer.

8-4-617	Emergency Spur Levee Repairs, right bank of Yuba River, vicinity of Marysville, in 1 sheet
4-4-513	Rehabilitation of the Feather River, Marysville and R. D. 10 levees, in 8 sheets
8-4-667	Patrol Road - Yuba River Right Bank Vicinity Hallwood Blvd. to Walnut Avenue, in 5 sheets.

8-4-774	Berm Construction, Right Bank Yuba River Upstream from Marysville, in 4 sheets.
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50-13-5165	Marysville Riverfront Park Left Bank, Feather River Site Mile 28.7, in 3 sheets.
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EXHIBIT B
Unattached

4-4-623

PL84-99 Cost Shared-Added Work City of Marysville (SAC16)
Final Emergency Levee Repairs, in 17 sheets.

YU-04-051

Marysville Ring Levee Project Phase 1, Cutoff Wall Installation and Levee Geometry Correction
of the Simmerly Slough South Levee Between Stations 37+00 to 83+00, in 41 Sheets

EXHIBIT C

PLATES OF SUGGESTED FLOOD FIGHTING METHODS

(See Standard Manual)

EXHIBIT D

CHECK LIST NO. 1

LEVEE INSPECTION REPORT

(See Standard Manual.)

EXHIBIT E

CHECK LISTS OF LEVEES,

CHANNEL AND STRUCTURES

For definition of "flood" or "high water period", see paragraph 1-05 of this manual.

CHECK LIST NO. 2

UNIT NO. 147

MARYSVILLE LEVEES

Inspector's Report Sheet No. _____

Inspector _____

Date _____

Superintendent _____

Item	Remarks
(a) Location by Station	
(b) Settlement, sloughing, or loss of grade	
(c) Erosion of back slope	
(d) Condition of roadways, including ramps	
(e) Evidence of seepage	
(f) Condition of farm gates and fencing	
(g) Maintenance measures taken since last inspection	
(h) Comments	

Instructions for Completing Sheet 2, Exhibit E
(To be printed on back of Sheet 2)

- Item (a) Indicate levee station of observation, obtained by pacing from nearest reference point; indicate right or left bank.
- Item (b) If sufficient settlement of earthwork has taken place to be noticeable by visual observation, indicate amount of settlement in tenths of a foot. If sloughing has caused a change in slope of the embankment sections, determine the new slope. Note areas where erosion or gulying of the section has occurred.
- Item (c) If sufficient erosion or gulying of back face of back toe of levee has taken place to be noticeable by visual inspection, indicate area affected and depth.
- Item (d) Note any natural change in any section of roadway or ramps. Indicate any inadequacy in surface drainage system.
- Item (e) Indicate any evidence of seepage through the embankment section.
- Item (f) Indicate the serviceability of all farm gates across the embankments and roadway, and indicate if repainting is required.
- Item (g) Indicate maintenance measures that have been performed since last inspection and their condition at the time of this inspection.
- Item (h) Record opinion, if any, of contributory causes for conditions observed and also any observations not covered under other columns.

NOTE: One copy of the Inspector's Report is to be mailed to the District Engineer immediately on completion, and one copy is to be attached to and submitted with the Superintendent's semi-annual report.

CHECK LIST NO. 3

CHANNEL AND RIGHT-OF-WAY

UNIT NO. 147

MARYSVILLE LEVEES

Inspector's Report Sheet No. _____

Inspector _____

Date _____

Superintendent _____

Item	Remarks
(a) Name of Channel and location by Stations	
(b) Vegetal growth in channel	
(c) Debris and refuse in channel	
(d) New construction within right-of-way	
(e) Extent of aggradation or degradation	
(f) Condition of riprapped section	
(g) Condition of bridges	
(h) Measures taken since last inspection	
(i) Comments	

Instructions for Completing Sheet 4, Exhibit E
(To be printed on back of Sheet 4)

- Item (a) Indicate station of observation obtained by pacing from nearest reference point.
- Item (b) Note nature, extent, and size of vegetal growth within the limits of flood flow channel.
- Item (c) Note nature and extent of debris and refuse that might cause clogging of the conduits of the irrigation intake works, fouling of the tainter gates, or the bridges over the channel.
- Item (d) Report any construction along the diversion channel or above the diversion channel or above the diversion works that has come to the attention of the inspector and that might affect the function of the project.
- Item (e) Indicate any change in grade or alignment of the channels, either by deposition or sediment or scour, that is noticeable by visual inspection. Estimate amount and extent.
- Item (f) Indicate any change that has taken place in the riprap such as disintegration of the rock, erosion, or movement of the rock. Note the presence of vegetal growth through the riprap.
- Item (g) Note any damage or settlement of the footings of the bridges. Indicate condition of wooden structures and if repainting is required. Indicate condition of bridge approaches, headwalls, and other appurtenances.
- Item (h) Indicate maintenance measures that have been performed since the last inspection and their condition at time of this inspection.
- Item (i) Record opinion, if any, of contributory causes for conditions observed, also any observations not covered under other columns.

NOTE: One copy of the Inspector's Report is to be mailed to the District Engineer immediately on completion and one copy is to be attached to and submitted with the Superintendent's semi-annual report.

CHECK LIST NO. 4

DRAINAGE AND IRRIGATION STRUCTURES

UNIT NO. 147
MARYSVILLE LEVEES

Inspector's Report Sheet No. _____

Inspector _____

Date _____

Superintendent _____

(a) Location By Station	(b) Bank	(c) Debris or other obstruction to flow	(d) Damage or settlement of pipe or conduit	(e) Condition of concrete headwall or invert paving	(f) Condition of right- of-way adjacent to structure	(g) Repair Measures taken since last inspection	(h) Comments
<u>Feather River</u>							
42 + 00	Left						
86 + 70	Left						
120 + 90	Left						
<u>Yuba River</u>							
37 + 46	Right						
68 + 90	Right						
37 + 46	Right						
<u>Simmerly Slough</u>							
7 + 91	Left						
8 + 48	Left						

Instructions for Completing Sheet 6, Exhibit
(To be printed on back of Sheet 6)

- (1) Enter station of all structures under Column (a) for check list.
- (2) Inspect inlet, barrel, and outlet for accumulation of sediment, rubbish, and vegetal matter. Note condition under Column (c).
- (3) If any settlement or damage to the pipe, barrel, or invert of the drain has occurred, estimate the location and amount. Note particularly if any backfill has come into the pipe or been disturbed. Record observations under Column (d).
- (4) Inspect the concrete portions of the structures for evidence of settlement, cracks, "pop-outs", spaces, abrasive wear, or other deterioration. Record conditions under Column (e).
- (5) Inspect backfill area adjacent to structure for evidence of erosion caused by over flow of the drainage structure and note conditions in Column (f).
- (6) Under Column (g) indicate physical measures that have been taken to correct conditions reported in last inspection, and their condition at time of this inspection.
- (7) Under Column (h) record opinion, if any, of contributory causes for conditions observed, also any observations not covered under other columns.
- (8) A copy of the inspector's report is to be mailed to the District Engineer immediately on completion, and a record copy shall be attached to the Superintendent's semi-annual report.

EXHIBIT F
LETTER OF ACCEPTANCE
BY STATE RECLAMATION BOARD



DEPARTMENT OF THE ARMY
U.S. ARMY CORPS OF ENGINEERS, SACRAMENTO DISTRICT
1325 J STREET
SACRAMENTO CA 95814-2922

NOV 29 2016

Ms. Leslie M. Gallagher
Executive Officer
Central Valley Flood Protection Board
3310 El Camino Avenue, Room 151
Sacramento, CA 95821

Dear Ms. Gallagher:

The purpose of this letter is to notify the Central Valley Flood Protection Board of the completion of an effort to update the Operation and Maintenance Manual Supplements for the Sacramento River Flood Control Project and the Lower San Joaquin River Levees and Lower San Joaquin River and Tributaries Project. These updates are a compilation of revisions made to the project over time and where we had record of a transfer letter to the Board. These updated supplements are the most current version and should be utilized as the baseline version for any future project modifications.

This process and the compiled updates have been coordinated with the Central Valley Flood Protection Board and Department of Water Resources staffs for review and comment. All comments have been addressed or incorporated into the manuals.

The Board staff has been provided a copy of the manuals in electronic format. Future updates will include entire unit supplements so updates can be seen in context with the entire unit supplement. The list of completed supplements, by the unit number and title, are attached. If you have any questions regarding this transmittal, please contact Gary Kamei at 916-557-6845.

Sincerely,

A handwritten signature in black ink, appearing to read "D. G. Ray", written over a horizontal line.

David G. Ray, P.E.
Colonel, U.S. Army
District Commander

Enclosures

Standard O&M Manual Sacramento River Flood Control Project	
Unit No.	Project Name
101	RD 341 Sherman Island
102	E. Levee of Sac River, Isleton to Threemile Slough & N. Levee of Threemile Slough from Sac River to SJ River
103	Both Levees of Georgiana Slough & E. Levee of Sac River from Walnut Grove to Isleton
104	Levees around Grand Island
105	Levees Around Reyer Island
106	S. Levee Lindsey Slough & W. Levee of Yolo BP from Lindsey Slough to Watson Hollow and N. Levee of Watson Hollow Drain
107	Levees Around Hastings Tract
108	Levees Around Peters Tract
109	West Levee of Yolo Bypass & E. Levee of Cache Slough
110	Levees Around Sutter Island
111	E. Levee of Sac River from Freeport to Walnut Grove
112	Levees Around Merritt Island
113	E. Levee Yolo Bypass, N. Levee Miner Slough, W. Levees Sutter Slough, Elkhorn Slough & Sac River, All Bordering RD 999
114	W. Levee of Sac River from Northern Boundary of RD 765 to Southern Boundary of RD 307
115	E. Levee of Sac River from Sutterville Rd to Northern Boundary of RD 744
116	W. Levee of Sac River from Sac Weir to Mi 51.2 & S. Levee of Sac Bypass & E. Levee of Yolo Bypass from Sac Bypass to Southern Boundary of RD 900
117	E. Levee Sac River through City of Sac from Tower Bridge to Sutterville Rd
118.1	E. Levee of Sac River from American River to Tower Bridge & S. Levee of American River from Mayhews Downstream to Sac River
118.2	N. Levee American River, E. Levee Natomas Canal, Both Levees Arcade Creek, S. Levee Linda Creek, & Magpie Creek Diversion Channel
118.2 Sup	Vegetation on Mitigation Sites E. Levee of Sac River from American River to Tower Bridge & S. Levee of American River from Mayhews Downstream to Sac River
119	Putah Creek Channel & Levees & W. Levee of Yolo Bypass from Yolo Causeway Downstream 3 mi. Includes O&M manual for the Yolo Basin wetlands, and South Fork Putah Creek Preserve Restoration Section 1135 Authorization.
120	Relocated Willow Slough Channel & Levees & W. Levee Yolo Bypass from mouth of Relocated Willow Slough to Yolo Causeway
121	R. Levee of Yolo Bypass from Willow Slough Bypass to Woodland Rd RD2035
122.1	W. Levee of Sac River from Mi 70.8 to Sac Weir & N. Levee of Sac Bypass & E. Levee of Yolo Bypass from Woodland Hwy to Sac Bypass
123	W. Levee of Sac River from East End of Fremont Weir to Mi 70.8 & E. Levee of Yolo Bypass from East End Fremont Weir to Woodland Hwy RD 1600

124	N. Levee of American River from Natomas E. Canal to Sac River & E. Levee of Sac River from Natomas Cross Canal to American River. Includes supplement, Vegetation on Mitigation Sites.
125	Back Levee of RD 1000
126	Cache Creek Levees & Settling Basin Yolo Bypass to High Ground
127	Knights Landing Ridge Cut & Sac River & Yolo BP Levees of RD's 730 and 819 & S. Levee of Sycamore Slough
128	E. Levee of Sac River from Sutter Bypass to Tisdale Weir all within RD 1500
129	S. Levee of Tisdale By-Pass from E. Levee Sac River to W. Levee Sutter BP & W. Levee of Sutter BP Downstream to E. Levee of Sac River
130	W. Levee Sac River from Sycamore Slough to Wilkins Slough (Mi. 89.9 to Mi. 117.8)
131	W. Levee Sac River from Wilkins Slough to Colusa (Mi. 117.8 to Mi. 143.5)
132	Back Levees of RD 108
133	E. Levee of Sac River from Winship School to Tisdale BP & N. Levee of Tisdale BP & W. Levee of Sutter BP from Long Bridge to Tisdale BP
134	Levees of RD 70, E. Levee of Sac River from Butte Slough Outfall Gates to Winship School & W. Levee of Sutter BP from Butte Slough Outfall Gates to Long Bridge
135	E. Levee of Sutter BP from Sutter Buttes Southerly to Junction with Feather River & E. & W. Levees of Wadsworth Canal & Levee of Intercepting Canals
136	E. Levee of Sac River from Butte Slough Outfall Gates to the Princeton-Afton Rd (Mi. 138.3 to Mi. 164.4)
137	W. Levee of Sac River from North End of Princeton Warehouse to Colusa Bridge
138	E. Levee of Sac River from Parrott-Grant Line to Princeton-Afton Rd
139	W. Levee of Sac River from N. Boundary of LD 2 to North End of Princeton Warehouse
140	W. Levee of Sac River in LD 1 (Mi. 170.5 to Mi. 184.7). Includes mitigation site O&M manual, Yuba County
141.1	E. Levee of Feather River from Bear River to Natomas CC & S. Levee of Bear River & Both Levees of Yankee Slough. Parts 1 and 2
141.2	E. Levee of Feather River from Bear River to Natomas CC & S. Levee of Bear River & Both Levees of Yankee Slough. Parts 1 and 2
142	Back Levee of RD 1001
143	W. Levee of Feather River from North Boundary of RD 823 to E. Levee of Sutter Bypass
144	W. Levee of Feather River from North Boundary of LD 1 to North Boundary of RD 823
145	E. Levee of Feather River, S. Levee of Yuba River, Both Levees of WPRR Intercepting Channel, W. Levee of South Dry Creek & N. Levee of Bear River
146	N. Levee of Bear River & S. Levee of South Dry Creek RD 817 & Vicinity of Wheatland
147	Levee Around the City of Marysville & N. Levee of Yuba River to a Point 1.8 Mi. Upstream from Marysville

148	W. Levee of Feather River from North Boundary of RD 777 to North Boundary of LD 1
149	S. Levee of Yuba River Maintenance Area No. 8
151	E. Levee Feather River from Honcut Creek to Marysville & S. Levee of Honcut Creek & E. Levee of RD 10
152	W. Levee of Feather River from N. Boundary of RD 777 to Western Canal Intake (Levee of Drainage District No. 1)
153	Lower Butte Creek Channel Improvement, Colusa, Glenn & Butte Counties
154	Moulton Weir & Training Levee Sacramento River
155	Colusa Weir & Training Levee Sacramento River
156	Tisdale Weir & Bypass
157	Fremont Weir, Sacramento River
158	Sacramento Weir, Sacramento River
159	Pumping Plants No. 1, 2 & 3, Sutter Bypass
160	Sutter Butte Canal Headgate
161	Butte Slough Outfall Gates
162	Knights Landing Outfall Gates, Sacramento River

Standard O&M Manual San Joaquin River

Unit No.	Project Name
1	Right Bank Levee of the San Joaquin River & French Camp Slough within RD 404
2	Right Bank Levee of the San Joaquin River & French Camp Slough within RD 17
3	North Levee of Stanislaus River & East Levee of the San Joaquin River within RD 2064, 2075, 2094 and 2096
4	East Levee of San Joaquin River within RD 2031
5	East Levee of the San Joaquin River Within RD No. 2092
6	East Levee of the San Joaquin River in RD Nos. 2063 & 2091
7	West Levee of San Joaquin River & North Levee of Old River RD Nos. 524 & 544
8	Right Banks of Old River & Salmon Slough Within RD No. 1 & RD No. 2089
9	Levees Around RD No. 2062 & San Joaquin County Flood Control District Area No.2
10	West Levee of Paradise Cut RD No. 2058 & SJ County Flood Control District, Area No.2
11	West Levee of San Joaquin River from Durham Bridge to Paradise Dam Within RD No. 2085 & 2095
12	West Levee of San Joaquin River From Opposite Mouth of Tuolumne River Downstream to Stanislaus County Line Within RD Nos. 2099, 2100, 2101, & 2102
13	West Levee of the San Joaquin River in RD No. 1602



REPLY TO
ATTENTION OF

DEPARTMENT OF THE ARMY
U.S. ARMY ENGINEER DISTRICT, SACRAMENTO
CORPS OF ENGINEERS
1325 J STREET
SACRAMENTO, CALIFORNIA 95814-2922

Programs & Project Management Division

Leslie Gallagher, Executive Officer
Central Valley Flood Protection Board
3310 El Camino Avenue
Room 151
Sacramento, California 95821

001 31 2014

Dear Ms. Gallagher:

This letter is in regards to transferring the completed Construction Contract Phase 1, a portion of the Marysville Ring Levee, located in Yuba County, California to the non-federal sponsors for operation, maintenance, repair, replacement, and rehabilitation (OMRR&R). The work was authorized by WRDA 1999, Sec. 101 (a) (10), and subsequently modified by WRDA 2007, Title III, Sec. 3041.

The Phase 1 project includes a soil-cement-bentonite seepage cutoff wall installed to a depth of between 107 and 127 feet below the levee crest between Stations 37+00 and 83+00, Levee Mile 1.66 to 2.53, of the Jack Slough South Levee, and levee geometry corrections constructed between Stations 49+00 and 83+00 that included modifications to the levee crown width and the waterside levee slope to meet current USACE Standard Operating Procedure (SOP) standards, drawing number YU-04-051, and Contract Number W91238-10-0030 dated August 13, 2010.

The completed work is hereby transferred to the non-federal sponsors as of the date of this letter for OMRR&R in accordance with the Project Partnership Agreement (Article II, paragraph C) signed July 21, 2010, and Code of Federal Regulations, Title 33, Part 208, Flood Control regulations. OMRR&R of the completed work is described in detail in the attached updated Operation and Maintenance Manual. An updated manual will be provided at the completion of each additional phase of work.

If you have any questions, please contact the Project Manager, Mr. Mark Ellis at (916) 557-6892.

Sincerely,



Michael J. Farrell
Colonel, U.S. Army
District Engineer

CC: Pat Ajuria



REPLY TO
ATTENTION OF

DEPARTMENT OF THE ARMY
U.S. ARMY ENGINEER DISTRICT, SACRAMENTO
CORPS OF ENGINEERS
1325 J STREET
SACRAMENTO, CALIFORNIA 95814-2922

Programs & Project Management Division

Pat Ajuria, President
Marysville Levee District
PO Box 150
Marysville, California 95901

Dear Mr. Ajuria:

This letter is in regards to transferring the completed Construction Contract Phase 1, a portion of the Marysville Ring Levee, located in Yuba County, California to the non-federal sponsors for operation, maintenance, repair, replacement, and rehabilitation (OMRR&R). The work was authorized by WRDA 1999, Sec. 101 (a) (10), and subsequently modified by WRDA 2007, Title III, Sec. 3041.

The Phase 1 project includes a soil-cement-bentonite seepage cutoff wall installed to a depth of between 107 and 127 feet below the levee crest between Stations 37+00 and 83+00, Levee Mile 1.66 to 2.53, of the Jack Slough South Levee, and levee geometry corrections constructed between Stations 49+00 and 83+00 that included modifications to the levee crown width and the waterside levee slope to meet current USACE Standard Operating Procedure (SOP) standards, drawing number YU-04-051, and Contract Number W91238-10-0030 dated August 13, 2010.

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If you have any questions, please contact the Project Manager, Mr. Mark Ellis at (916) 557-6892.

Sincerely,



Michael J. Farrell
Colonel, U.S. Army
District Engineer

CC: Leslie Gallagher

NOV 12 2003

Navigation and Flood Control Unit

Mr. Peter D. Rabbon, General Manager
The Reclamation Board
State of California
3310 El Camino Avenue, Room LL40
Sacramento, California 95821

Dear Mr. Rabbon:

This letter is to transfer a portion of work along the Feather River to the Reclamation Board for Operation, Maintenance, Repair, Replacement, and Rehabilitation (OMRR&R). The completed work is located in Yuba County within Sacramento Basin No. 16. The completed work includes L.M. 0.00 to L.M. 0.30 from Unit 1 and L.M. 0.00 to L.M. 0.50 from Unit 2 of the Marysville Levee District along the left bank of the Feather River. This site was repaired as a result of damage sustained during the Flood of 1997. A description of the repairs and the location of the site are included in the document titled, "Project Information Form, City of Marysville (Sac-16), 1997 Cost-Shared Levee Repairs, Yuba County, California" (encl 1, 2 copies).

The work was performed under the general authority of the Flood and Coastal Storm Emergencies Act, Public Law 84-99; and, special authority granted under the Fiscal Year 1997 Emergency Supplemental Appropriations Act, Public Law 105-18. This work now meets the requirements of the existing Operations and Maintenance Manual for the Feather River (Sac-16); and, therefore, said flood control work, together with the waterway banks contiguous thereto, are transferred as of the date of this letter to the State of California for operation and maintenance.

The repairs were completed in accordance with Specification Number 1045E, Drawing File Number 4-4-623, and Contract No. DACW05-00-C-0010. A final inspection was conducted in August 2000 and all noted deficiencies have been resolved. The as-built drawings for the completed work are included in the document titled, "PL 84-99 Cost Shared - Added Work, City of Marysville (Sac-16), Final Emergency Levee Repairs, Yuba County, California" (encl 2, 2 copies).

If you have any questions regarding this project, please contact Mr. Eric Nagy of the Programs and Project Management Division at (916) 557-5114. If you have any questions regarding this transfer, please contact Mr. Mohsen Tavana at (916) 557-5282 or Mr. Bob Murakami at (916) 557-6738.

Sincerely,

Mark W. Connelly
Lieutenant Colonel, Corps of Engineers
Acting District Engineer

Enclosures

Unit 147

cc:
CESPK-CO-OR (NAV/FLD CTRL FILE)
CESPK-CO-OR (CLOWARD)
CESPK-CO-RV
CESPK-ED
CESPK-ED-D
CESPK-PM (Nagy)

Moi
Murakami
Tavana

File 47

km
MOIR/dd

MURAKAMI ^{my}

TAVANA

NAGY

OLSEN

SANDNER

CLAY

HALL

CHARLTON

CONNELLY

[Red scribble]

Mailed PS 3811 12 Nov 03

Unit 47

DEPARTMENT OF WATER RESOURCES
THE RECLAMATION BOARD1414 - 9th Street, Room 335-18
Sacramento, CA 95814
445-9454C
O
P
Y

MAY 3 1977

Colonel Donald M. O'Shei
District Engineer
Sacramento District
U. S. Army Corps of Engineers
650 Capitol Mall
Sacramento, CA 95814

Dear Colonel O'Shei:

The Reclamation Board at its regular meeting of April 26, 1977, formally accepted the completed work on the Marysville Riverfront Park, a portion of the Sacramento River Bank Protection Project, Unit No. 29A. The work was transferred to the State of California by your letter of March 28, 1977.

The work consisted of the construction of access roads, parking areas, camping areas, and such miscellaneous work as necessary to complete the construction along the Feather River Left Bank at Site Mile 28.7, within the City of Marysville.

The work was constructed in a workmanlike manner and in conformance with Drawing No. 50-13-5165, Specification No. 5110, and Contract No. DACW 05-76-C-0092, insofar as could be determined visually.

Sincerely,

A handwritten signature in cursive script that reads "Paul L. Clifton".

PAUL L. CLIFTON
General Manager

CERTIFIED MAIL
RETURN RECEIPT REQUESTED



EXHIBIT F

SPDOH 800.21 . (Sac River)
Sac Dist

1st Ind

(S-8 Aug 55)

SUBJECT: Approval of Operation and Maintenance Manual for Unit No. 147
of the Sacramento River Flood Control Project, California
(Basic: 15 Jul 53)

TO: Dist Engr, Sac Dist, Corps of Engr, US Army, Sacramento, Calif

In accordance with authority granted in multiple letter, ENCGM, Office, Chief of Engineers, 3 March 1954, subject: "Discontinuance of Submission of Copies of Operation and Maintenance Manuals," the subject manual is approved subject to corrections indicated in red on the inclosed copy of the manual.

BY ORDER OF COLONEL BERRIGAN:

2 Incls
n/c - 2 (under s/c)
w/d - 1 cy 1

WILLIAM F. CASSIDY
Colonel, CE
Assistant Division Engineer

cc: Div Engr

SPKCO-0



28 March 1977

The Reclamation Board
State of California
1416 - 9th Street, Room 335
Sacramento, California 95814

not

Gentlemen:

This is in regard to the joint inspection of 24 March 1977, made for the purpose of transferring the Marysville Riverfront Park portion of the Sacramento River Bank Protection Project (Unit 29A), to the State of California for maintenance.

The project consisted of camping areas, parking areas, and access roads within the Feather River left bank at Site Mile 28.7, City of Marysville. The site was completed on 18 March 1977 in accordance with Specification No. 5110, Contract No. SACMOS-76-C-0092, Drawing No. 50-13-5165.

The work was performed under the general authority of the Flood Control Act of 1960, 86th Congress, 2nd Session and Section 2304 (2); Title 10. Therefore, said work is transferred as of 25 March 1977 to the State of California for maintenance.

RCMPALA/sip
RI
MCBROE

This portion of the work will be added by amendment to the Operation and Maintenance Manual, Supplement No. 147, Sacramento River Flood Control Project. Copies will be furnished your office at a later date.

A. SMITH

Sincerely yours,

HENSON

DONALD H. O'SHEI
Colonel, CE
District Engineer

PROBASCO
CREMER

Copy furnished:
BWR, ATTN: R. Franson and R. Potter

- OCE
- SPD
- cc:
- Engr (Lev & Chan)
- (Prog Dev)
- F&A
- Valley Res Ofc
- Flood Control

Unit 147

O'SHEI

C
O
P
Y

The Reclamation Board
State of California

C
O
P
Y

AUG 21 1968
4130.70.612

District Engineer
Corps of Engineers
U. S. Army
650 Capitol Mall
Sacramento, California 95814

Dear Sir:

Reference is made to your letter of August 1, 1968 concerning transfer to the State of California of 5,250 feet of levee berm construction on the right bank of the Yuba River between Stations 10+50 to 43+50 and 67+50 to 87+00, in accordance with Specification No. 3391A.

The Reclamation Board, at its meeting of August 16, 1968, formally accepted the above referred to work for operation and maintenance.

Sincerely yours,

/s/ A. E. McCOLIAM
A. E. McCOLIAM
Chief Engineer and
General Manager

EXHIBIT F

*Transfer
Sac. R. Flood Control
Project*

C-0

SPIKCO-F

1 August 1968



The Reclamation Board
State of California
1416 - 9th Street, Room 1335
Sacramento, California 95814

Gentlemen:

Reference is made to the joint inspection of 31 July 1968, made for the purpose of transferring a portion of the Sacramento River Flood Control Project to the State of California for operation and maintenance. Further reference is made to 1st Supplement dated 29 March 1957, to the Memorandum of Understanding dated 30 November 1953, and item #58P.

This work, designated as Unit No. 678, consisting of 5,250 feet of levee berm construction on the Yuba River right bank between Stations 10+50 to 43+50 and 67+50 to 87+00, was completed on 24 May 1968, in accordance with specification No. 3391A, Contract No. DACW05-68-C-0075, and Drawing No. 8-4-774.

This work was performed under the general authority of the Flood Control Act of 1941, 77th Congress, 1st Session, Section 2304(a)(17), Title 10, U.S.C.A.

The flood control work described above now meets the requirements of the Sacramento River Flood Control Project. Therefore, said flood control work, together with the waterway banks contiguous thereto, are transferred to the State of California for operation and maintenance. This portion of the project work will be added by amendment to the operation and maintenance manual, Supplement No. 147, Sacramento River Flood Control Project. Copies will be furnished your office at a later date.

Sincerely yours,

[Signature]
COLEMAN/P

[Signature]
HENSON

[Signature]
HART

[Signature]
YOUNG

June

CRAWFORD YOUNG
Colonel, CE
District Engineer

*Unit 147
2815*

678

Copy furnished:
DWR, ATTN: John Wright

*cc: Valley
Eng'g*

THE RECLAMATION BOARD
STATE OF CALIFORNIA

February 21, 1964

Refer to: 4130.70.605

District Engineer
Corps of Engineers
U. S. Army
P. O. Box 1739
Sacramento 8, California

Dear Sir:

Reference is made to your letter of 6 February 1964, concerning transfer to the State of California of a patrol road on the right bank of the Yuba River from Hallwood Boulevard to Walnut Avenue, Station 101+74 to Station 205+00, in accordance with Specification No. 3012.

The Reclamation Board, at its meeting of February 20, 1964, formally accepted the above-referred to work for operation and maintenance; said operation and maintenance limited to the patrol road only.

Sincerely yours,

A. E. McCOLLAM/s/
A. E. McCOLLAM
General Manager

6 FEB 1964

The Reclamation Board
State of California
1215 "O" Street
Sacramento 14, California

Gentlemen:

Reference is made to the joint inspection made on 31 January 1964 of flood control work pertaining to the Sacramento River Flood Control Project for the purpose of transferring this work to the State of California for operation and maintenance.

The above work, designated as Unit No. 572, consists of construction of a patrol road on the right bank of the Yuba River, from Hollywood Boulevard to Walnut Avenue, Station 101+74 to Station 205+00. This work was completed on 24 January 1964, in accordance with Specification No. 3012 and Drawing No. S-4-667, Contract No. DA-04-167-CIVENG-64-44.

The flood control work described above now meets the limited requirements of the Sacramento River Flood Control Project. (Therefore, said flood control work, together with the waterway banks contiguous thereto) are transferred to the State of California for operation and maintenance.

Sincerely yours,

ROBERT E. MATHE
Colonel, CE
District Engineer

Adm
MORGAN/pnp

[Signature]
COLEMAN

[Signature]
THOMPSON

[Signature]
HART

[Signature]
MATHE

Copy furnished:
Dept Water Resources
23rd & "R" Streets
Sacramento, Calif.

OCE
SPD

cc: Engr Div-Lev & Chan
Engr Div-Prog Dev Br
F&A Br
Northern Area Ofc

REGISTERED
RETURN RECEIPT REQUESTED

Unit 7117
672 *[initials]*

EDMUND G. BROWN
GOVERNOR

STANLEY W. KRONICK, SACRAMENTO
PRESIDENT

J. J. MADIGAN, CHICO
VICE PRESIDENT

WALLACE MCCORMACK, RIO VISTA
SECRETARY

THE RECLAMATION BOARD

OF THE
STATE OF CALIFORNIA

1215 O STREET
SACRAMENTO 14, CALIFORNIA

TELEPHONE: HI 5-4711

September 19, 1962

MAX S. VANN, SR., WILLIAMS
CHARLES J. MATHEWS, MARYSVILLE
GEORGE W. NICKEL, JR., SAN FRANCISCO
HAROLD J. O'BANION, DOS PALOS
BOARD MEMBERS

A. N. MURRAY
GENERAL MANAGER AND CHIEF ENGINEER

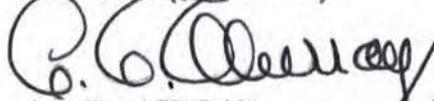
District Engineer
Corps of Engineers
U. S. Army
P. O. Box 1739
Sacramento, California

Dear Sir:

Reference is made to your letter of August 30, 1962 concerning transfer to the State of California of levee improvement work along the left bank of the Yuba and Feather Rivers designated as Unit No. 667, which was completed in accordance with Specification No. 2740. This work consists of levee construction on the left bank of the Yuba River from River Mile 0.75 to high ground, and levee enlargement and surfacing of the left bank of the Feather River from River Mile 25.61 to 26.50.

The Reclamation Board at its meeting of September 6, 1962 formally accepted the above referred to levee improvement work for operation and maintenance.

Sincerely yours,



A. N. MURRAY
General Manager and Chief Engineer

HSH:jc

Copies furnished 9/24/62
Northern Area
Bardsdale
Jensen
Units 145, 147

667

SPKKO-C

30 AUG 1962

Unit 667

The Reclamation Board
State of California
1215 "O" Street
Sacramento 14, California

Gentlemen:

Reference is made to the joint inspection made on 21 August 1962 of flood control work on a unit of the Sacramento River Flood Control Project for the purpose of transferring it to the State of California for operation and maintenance.

The above work, designated as Unit No. 667, consists of levee construction on left bank of Yuba River, from mile point 0.75 to High Ground; and levee enlargement and surfacing of left bank Feather River, from mile point 25.61 to 26.50. This work was completed on 17 August 1962 in accordance with Specification No. 2740, Contract No. DA-04-167-CIVENS-62-62, and Drawing No. 8-4-666.

The flood control work described above now meets the requirements of the Sacramento River Flood Control Project. Therefore, said flood control work, together with the waterway banks contiguous thereto are transferred to the State of California for operation and maintenance.

The maintenance work required under the provisions of the Sacramento River Flood Control Project shall be performed in accordance with existing Flood Control Regulations, inclosed herewith, which have been prescribed by the Secretary of the Army pursuant to Section 3 of the Act of Congress, approved 22 June 1936, as amended and supplemented by the current issue of the Standard Operation and Maintenance Manual for the Sacramento River Flood Control Project. As provided under Paragraph 208.10(10) of these regulations, a supplement to the Standard Operation and Maintenance Manual covering the above described unit of work is in process of preparation and will be furnished to you upon completion.

REGISTERED
RETURN RECEIPT REQUESTED

Units 1401
147

P

667

OPERATIONS BRANCH
LEVEES & LEVEES SECTION

Unit 667

30 AUG 1962

SPKCO-C
The Reclamation Board

A copy of this letter is being transmitted to the Department of Water Resources.

Sincerely yours,

F. KOCHES
Acting District Engineer

1 Incl
F.C. Regulations

Copy furnished:
Dept Water Resources
23rd & "R" Streets
Sacramento, Calif.

O.C.E.
S.P.D.

cc: Engr Div, Lev & Chan
Engr Div, Pro Dev Br
F&A Br
Northern Area Ofc

LJK
8/29/62
KRISTOF/lc

[Signature]
THOMPSON

[Signature]
JOHNSON
[Signature]
KOCHES

OPERATIONS BRANCH
CHANNELS & LEVEES SECTION

Units 145, 147

EDMUND G. BROWN
GOVERNOR

STANLEY W. KRONICK, SACRAMENTO
PRESIDENT
GROVER SHANNON, YUBA CITY
VICE PRESIDENT
J. J. MADIGAN, CHICO
SECRETARY

THE RECLAMATION BOARD

OF THE
STATE OF CALIFORNIA

1215 O STREET
SACRAMENTO 14, CALIFORNIA
TELEPHONE: HI 5-4711

MAX S. VANN, SR., WILLIAMS
WALLACE McCORMACK, RIO VISTA
GEORGE W. NICKEL, JR., LOS BANOS
HAROLD J. O'BANION, DOS PALOS
BOARD MEMBERS
A. N. MURRAY
GENERAL MANAGER AND CHIEF ENGINEER

September 7, 1961

District Engineer
Sacramento District
U. S. Corps of Engineers
P. O. Box 1739
Sacramento, California

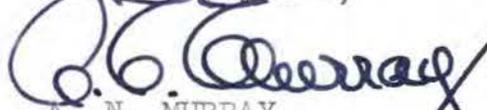
Dear Sir:

Reference is made to your letter of August 25, 1961, File SPKKO-C, regarding transfer to the State of California of levee rehabilitation and improvement work on the left bank of the Feather River and on the back levee of Reclamation District 10, Specification No. 2683, at the following locations:

- Item 7a -- Construction of 7 turnouts along back levee R.D. 10, including standard turnaround at levee end.
- Item 58e -- Correction of seepage conditions endangering levee at Binny Junction.
- Item 58s -- Construction of 3 turnarounds in vicinity of Binny Junction.
- Item 58t -- Provided 20-foot standard crown on levee between 13th Street and S.P.R.R. (North) in Marysville.

The Reclamation Board at its meeting of September 7, 1961, formally accepted the above levee rehabilitation and improvement work for operation and maintenance.

Sincerely yours,



A. N. MURRAY
General Manager and Chief Engineer

HSH:ED

*Copies sent to
CASH
Barnes
Jensen
9/12/61
LJK*

Unit 147,151

25 AUG 1961

The Reclamation Board
State of California
1215 "O" Street
Sacramento 14, California

Supplement #1

Gentlemen:

Reference is made to Supplement dated 29 November 1957 to the Memorandum of Understanding entered into with the State of California under date of 30 November 1953, covering added items of work required to complete the Sacramento River Flood Control Project.

The flood control work, consisting of levee rehabilitation and improvement work on the left bank of the Feather River and back levee Reclamation District No. 10, Marysville, California, items listed below, was completed on 25 August 1961 in accordance with Specification No. 2683, Contract No. DA-04-167-CIVENG-61-68 and Drawing No. 4-4-513:

- Item 7a -- Construction of seven turnouts along back levee R.D. #10, including standard turnaround at levee end.
- Item 58e - Correction of seepage condition endangering levee at Binny Junction.
- Item 58s - Construction of three turnarounds in vicinity of Binny Junction.
- Item 58t - Provided 20-foot standard crown on levee between 13th Street and S.P.R.R. (North) in Marysville.

The foregoing supplemental work, having been completed to current standards for the Sacramento River Flood Control Project, is hereby transferred to the State of California for operation and maintenance. A maintenance manual for these sections of project levees has already been furnished which adequately covers operation and maintenance requirements for above items.

Unw 7147, 151

SPKCO-C
The Reclamation Board

25 AUG 1961

A copy of this letter is being transmitted to the State of California, Department of Water Resources.

Sincerely yours,

Copy furnished:
Dept Water Res
23rd & "H" Sts
Sacto, Calif.

H. N. TURNER
Colonel, CE
District Engineer

O.C.E.
S.P.D.

CC: Engr Divn-Levees & Channels
Engr Divn-Program Dev. Br.
Finance & Acctg Br.
Northern Area Office

OPERATIONS BRANCH
CHANNELS & LEVEES SECTION

Handwritten initials

Concurrences	
Originator	RHT/ak
Date	8/25/61
Dist. Engr.	<i>[Signature]</i>
Dep. Dist. Engr.	<i>[Signature]</i>
Dist. Asst.	<i>[Signature]</i>
Compt.	
Dist. Asst.	
Fin. Asst.	
Trans.	
Dist. Asst.	
Dist. Asst.	<i>[Signature]</i>
Dist. Asst.	
R. E.	
Financial	
Contract	
Spec. Serv.	
Security	
Engr.	
Trans.	
Util.	

Handwritten notes:
Unit 142/157
[Signature]

COPY

1

THE RECLAMATION BOARD
OF THE
STATE OF CALIFORNIA
1100 O Street
Sacramento, California

December 3, 1952

District Engineer
Sacramento District
U. S. Corps of Engineers
P. O. Box 1739
Sacramento, California

Dear Sir:

Reference is made to your SPKKO-P 824-3 (Sac. Riv. FCP) dated 2 Oct 1952, transferring certain completed levee units, together with the patrol roads thereon and with the waterway banks contiguous thereto, to the State of California for operation and maintenance.

The Reclamation Board at its meeting December 21, 1952, accepted said levee units on behalf of the State of California.

The units so accepted are:

Part "F" - Levees protecting the City of Marysville:

1. Levee and patrol road along the left bank of Nigger Jack Slough, also known as "Simmerly Slough", from the Western Pacific Railroad to the Feather River at Marysville, California, completed 24 September 1952.

147

111-A
= 352

2. Levee and patrol road along the left bank of the Feather River and the right bank of the Yuba River, from Nigger Jack Slough to "D" Street Bridge at Marysville, California, completed 24 September 1952.

147

112-A
= 353

Part "G" and "H" - Westerly Levee of the Feather River:

1. Levee and patrol road along the right bank of the Feather River, from 5th Street bridge, Yuba City, upstream 1400 feet, at Yuba City, Sutter County, California, completed 5 September 1952.

144

17

113-A
= 354

2. From Station 0+00 to 172+70, levee and patrol road along the right bank of the Feather River, from Nicolaus Bridge upstream approximately 3.31 miles, near Nicolaus, Sutter County, California, completed 24 September 1952.

143

114-A
= 355

Acceptance
Units 111-A
to 121-A
= 352 to 362

12/3/52

824.3 (Sac. R. FCP) SPK

-2-
District Engineer
December 3, 1952

Part "I" - Southerly Levee of Bear River:

From Station 46+80 to 343+70, levee and patrol road along the left bank of Bear River from a point 5,400 feet upstream from Carlin Bridge upstream to high ground, near Wheatland, Yuba County, California, completed 8 September 1952.

115-A
= 356

141.1

Part "J" and "K" - Southerly and Northerly Levees of Yankee Slough:

1. From Station 316+70 to 511+10, levee and patrol road along the left bank of Yankee Slough, from the W.P.R.R. upstream to high ground, near Rio Oso, Sutter County, California, completed 24 September 1952.

116-A
= 357

141.1

2. From Station 166+70 to 536+09, levee and patrol road along the right bank of Yankee Slough, from its junction with Bear River upstream to high ground, completed 16 September 1952.

117-A
= 358

141.1

Part "L" - Southerly Levee of South Dry Creek and Easterly and Westerly Levees of Grasshopper Diversion Channel:

1. From Station 98+45 to 671+28, levee and patrol road along the left bank of South Dry Creek Channel, from a point 1.86 miles upstream from Bear River to the westerly levee to Grasshopper Diversion Channel, near Wheatland, California, completed 8 September 1952.

118-A
= 359

146
↓

2. From Station 377+60 to 418+16, levee and patrol road along the left bank of South Dry Creek, from the easterly levee of Grasshopper Diversion Channel upstream approximately 4056 feet, near Wheatland, California, completed 8 September 1952.

119-A
= 360

3. From Station 0+00 to 25+69, levee and patrol road along the westerly bank of Grasshopper Diversion Channel, from the southerly levee of South Dry Creek upstream approximately 2569 feet near Wheatland, California, completed 8 September 1952. Station 25+69 corresponds to Station 390+20 shown on drawing.

120-A
= 361

4. From Station 0+00 to 13+85, levee and patrol road along the easterly bank of Grasshopper Diversion Channel from the southerly levee of South Dry Creek upstream approximately 1385 feet, near Wheatland, California, completed 8 September 1952.

121-A
= 362

↑
146

SAH:emw

Very truly yours,
THE RECLAMATION BOARD
A.M. BARTON
Chief Engineer and General Manager

/s/S.A. Honaker,
ASST. Secretary

REGISTERED MAIL
Return Receipt
Requested

SPKKO-P 824-3 (Sac. Riv. FCP)

2 OCT 1952

10/2/52

The Reclamation Board
State of California
1100 "O" Street
Sacramento, California

Gentlemen:

Reference is made to District Engineer letter dated 3 September 1952, wherein it was suggested that a joint inspection be made for the purpose of transferring to the jurisdiction of the State of California, when completed, various levee units of the Sacramento River Flood Control Project. Reference is also made to joint inspections of these units of work which were made on 18 July and 11 September 1952.

In accordance with the above, you are hereby advised that the units listed below, which are covered under Specification No. 1636, Drawing No. 50-4-2897, have been completed as follows:

Part "F" - Levees protecting the City of Marysville:

1. Levee and patrol road along the left bank of Nigger Jack Slough, also known as "Simmerly Slough", from the Western Pacific Railroad to the Feather River at Marysville, California, completed 24 September 1952.

2. Levee and patrol road along the left bank of the Feather River and the right bank of the Yuba River, from Nigger Jack Slough "D" Street Bridge at Marysville, California, completed 24 September 1952.

Part "G" and "H" - Westerly Levee of the Feather River:

1. Levee and patrol road along the right bank of the Feather River, from 5th Street bridge, Yuba City, upstream 1400 feet, at Yuba City, Sutter County, California, completed 5 September 1952.

147

147

144

Concurrent	
Originator	
Date: 30	
Emc. O	3
Chief	
Ad. Asst.	2
Chf. Tech	
Asst.	
Mag.	
1952.	
Svcs.	
Oper.	
R. E.	
Pls.	
Pers.	
Legal	
Supply	

Levee sections 352 to 362
Letter No. 37
(36)

824-3
Sent to
Sutter Co.

SPKCO-P
The Reclamation Board

143
2. From Station 0+00 to 173+70, levee and patrol road along the right bank of the Feather River, from Niclaus Bridge upstream approximately 3.31 miles, near Niclaus, Sutter County, California, completed 24 September 1952.

Part "I" - Southerly Levee of Bear River:

From Station 46+80 to 343+70, levee and patrol road along the left bank of Bear River from a point 5,400 feet upstream from Carlin Bridge upstream to high ground, near Wheatland, Yuba County, California, completed 8 September 1952. 141.1

Part "J" and "K" - Southerly and Northerly Levees of Yankee Slough:

1. From Station 316+70 to 511+10, levee and patrol road along the left bank of Yankee Slough, from the W.P.R.R. upstream to high ground, near Rio Oso, Sutter County, California, completed 24 September 1952. 141.1

2. From Station 166+70 to 536+09, levee and patrol road along the right bank of Yankee Slough, from its junction with Bear River upstream to high ground, completed 16 September 1952. 141.1

Part "L" - Southerly Levee of South Dry Creek and Easterly and Westerly Levees of Grasshopper Diversion Channel:

1. From Station 98+45 to 671+28, levee and patrol road along the left bank of South Dry Creek Channel, from a point 1.86 miles upstream from Bear River to the westerly levee of Grasshopper Diversion Channel, near Wheatland, California, completed 8 September 1952. 146

2. From Station 377+60 to 418+16, levee and patrol road along the left bank of South Dry Creek, from the easterly levee of Grasshopper Diversion Channel upstream approximately 4056 feet, near Wheatland, California, completed 8 September 1952. 146

3. From Station 0+00 to 25+69, levee and patrol road along the westerly bank of Grasshopper Diversion Channel, from the southerly levee of South Dry Creek upstream approximately 2569 feet near Wheatland, California, completed 8 September 1952. Station 25+69 corresponds to Station 390+20 shown on drawing. 146

4. From Station 0+00 to 13+85, levee and patrol road along the easterly bank of Grasshopper Diversion Channel from the southerly levee of South Dry Creek upstream approximately 1385 feet, near Wheatland, California, completed 8 September 1952. 146

SPKCO-P
The Reclamation Board

The levee units referred to above, together with the patrol roads thereon, form an integral part of the Sacramento River Flood Control Project and meet with the requirements of the project. Therefore, said levee units, together with the waterway banks contiguous thereto, are hereby transferred to the State of California for operation and maintenance.

The maintenance work required under the provisions of the Sacramento River Flood Control Project shall be performed in accordance with existing Flood Control Regulations which have been prescribed by the Secretary of the Army pursuant to Section 3 of the Act of Congress, approved 22 June 1936, as amended and supplemented. As provided under Paragraph No. 208.10 (10) of these regulations, a maintenance manual covering these levee units is in process of preparation and will be furnished to you upon completion.

A copy of this letter is being transmitted to the State Engineer.

FOR THE DISTRICT ENGINEER:

Copy furnished:
State Engineer,
/ Dept. of Public Works
1120 "N" St., Sacto, Calif.

Sincerely yours,

Earl C. Peacock
Lt. Col., Corps of Engineers
Executive Officer

cc: / Office of C. of E.
/ So. Pac. Div. Eng.
/ Eng. Div.
/ Sacto Field Office
/ C. deArrieta
/ Service Section

C. de ARRIETA

REPLY MAIL
Receipt Script
Requested

Letter No. 12

12

SPKKA 824.3 (Sac. Riv. F.C.P.)

8 DEC 1951

The Reclamation Board
State of California
1100 "O" Street
Sacramento 16, California

Gentlemen:

Reference is made to your letter of 22 June 1951 acknowledging that certain reaches of the levees of the Sacramento River Flood Control Project and the waterway bank contiguous to said levee reaches meet the requirements of the project as authorized prior to the Flood Control Act of 1944.

The levee reaches in question are located as follows:

140. a. Northerly levee of the American River from Jibboom Street Bridge to Sacramento River. 118.2 (?)

b. Easterly levee of the Sacramento River.

Reach 15 141. (1) American River to Natomas Cut. 60.25 to 79.0 124

Reach No. 11 142. (2) At Moulton Weir. (Man 2) 154

143. (3) Mile 158.5 (North End Moulton Weir) to Mile 164.4 (Princeton Ferry). (man 2) ? 136

144. (4) Mile 168.5 to Mile 168.9 (at Dutch City). (man 2) ? 138

c. Westerly levee of the Sacramento River.

145. (1) Mile 59.8 to Mile 60.75. 116

146. (2) Mile 61.8 to Mile 62.65 (at Drye Bend) 116

62.65

Accepted by letter dated 9 March 1953

Reach No. 11

followed by Items 140 to 198

12

Letter No. 12

12

c. Westerly levee of the Sacramento River. (cont'd)

- ✓ 147. (3) Mile 62.65 to Mile 63.1 (South End Sacramento Weir). 116
- ✓ 148. (4) At Sacramento Weir. 158
- ✓ 149. (5) Mile 63.5 (North End Sacramento Weir) to Mile 67.11. 122
- ✓ 150. (6) Mile 68.42 to Mile 70.9. 122
- ✓ 151. (7) Mile 76.5 to Mile 81.7 (East End Fremont Weir). 123
- ✓ 152. (8) Along Fremont Weir. 157
- ✓ 153. (9) Mile 84.0 (West End Fremont Weir) to Mile 85.5. 128
- ✓ 154. (10) Mile 85.5 to Mile 85.9. 128
- ✓ 155. (11) Mile 87.6 to Mile 88.4. 128
- ✓ 156. (12) Mile 89.2 to Mile 89.8 (Knights Landing Highway Bridge). 128
- Reach No. 4 ✓ 157. (13) Mile ^{89.2} 89.8 (Knights Landing Highway Bridge) to Sycamore Slough. 89.9 128
- ✓ 158. (14) Mile ^{100.6} 100.6 to Mile 101.4. 128
- ✓ 159. (15) Mile 110.9 to Mile 111.2. 128

d. Westerly levee of the Feather River.

- Reach 39 ✓ 160. (1) Sutter Bypass to Nicolaus Bridge. 143
- ✓ 161. (2) From a point 3.31 miles northerly from Nicolaus Bridge to the Fifth Street Bridge between Marysville and Yuba City. 143, 144
- Reach 38 ✓ 162. (3) From a point 1,400 feet northerly from the Fifth Street Bridge between Marysville and Yuba City to Station 774+00 "Y.C.N.B." Traverse. 144
- ✓ 163. (4) From a point east of Station 1188+00 "Y.C.N.B." Traverse to high ground just northerly from the Western Canal Headgate. 144
- Reach 42 ✓ 164. (5) Easterly levee of the Sacramento River from Matomas Cut to Feather River. 141.1

12

Letter No. 12

12

f. Easterly levee of the Feather River.

- Reach 42 ✓ 165. (1) Sacramento River to a point 2.37 miles southerly from Nicolaus Bridge. 141 Pt 1
- Reach 41 ✓ 166. (2) Bear River to Mile 14.4. } 145
- ✓ 167. (3) Mile 14.4 to Mile 14.7.
- ✓ 168. (4) Mile 14.7 to Mile 21.5.
- ✓ 169. (5) Mile 21.5 to Mile 22.75.
- ✓ 170. (6) Mile 22.75 to Mile 26.5 (Point where levee and S.F.R.R. meet). 145

g. Levees protecting the City of Marysville. All 147

- Reach 43 ✓ 171. (1) From the W.F.R.R. at Simerly Slough easterly to the Yuba River.
- ✓ 172. (2) Along the Yuba River from the "D" Street Bridge to the back levee near the Valley Meat Company.

h. Levees protecting Reclamation District No. 10.

- Reach No. 40 ✓ 173. (1) Northerly levee of Simerly Slough from the W.F.R.R. to the S.F.R.R. 151
- ✓ 174. (2) Easterly levee of the Feather River from Simerly Slough to a point 4.3 miles northerly from Simerly Slough. 151

Reach 46 ✓ 175. i. Northerly levee of the Yuba River from the back levee of the City of Marysville to a point 1.3 miles easterly from said back levee. 147

Reach 47 ✓ 176. j. Southerly levee of the Yuba River from Feather River (i.e. S.F.R.R.) easterly to the S.F.R.R. Main Line. 147

45 ✓ 177. k. Northerly levee of Bear River from Feather River easterly to the W. F.R.R. Interceptor. 145

45 ✓ 178. l. Westerly levee of the W.F.R.R. Interceptor and Clark Slough Interceptor (i.e. back levee of Reclamation District No. 784) from Bear River to the southerly end of the Clark Slough Interceptor. 145

12

SPEKA 824.3 (Sac. Riv. P.C.P.)
The Reclamation Board

Letter No. 12

12

m. Southerly levee of the American River.

Ranch
No. 25

- ✓ 179. (1) Sixteenth Street Bridge to the S.N.R.R. 118.1
- ✓ 180. (2) From a point 800 feet easterly from the W.P.R.R. to Mayhew Station. 118.1

n. Westerly levee of the Yolo Bypass.

- ✓ 181. (1) Sacramento River to Knights Landing Ridge Cut. 127
- ✓ 182. (2) Knights Landing Ridge Cut to the northeast corner of the Cache Creek Settling Basin. 126
- 28 ✓ 183. (3) S.N.R.R. Woodland Branch to a point 1.6 miles southerly from said railroad. 121
- 28 ✓ 184. (4) From a point 1.6 miles southerly from the S.N.R.R. Woodland Branch to the Willow Slough Pipes. 121
- 28 ✓ 185. (5) From a point 1.48 miles southerly from the Willow Slough Pipes to a point 1.9 miles southerly from said pipes. 121
- 28 ✓ 186. (6) From a point 1.9 miles southerly from the Willow Slough Pipes to the Willow Slough Interceptor. 121
- 28 ✓ 187. (7) From the Willow Slough Interceptor to Highway U.S. 40. 120
- ✓ 28 ✓ 188. (8) From Highway U.S. 40 to Putah Creek. 119

27 ✓ 189. o. Easterly and Westerly training levees of Cache Creek Settling Basin from Cache Creek southerly. 126

28 ✓ 190. p. Northerly and Southerly levees of the Willow Slough Interceptor from the S.P.R.R. to the Yolo Bypass. 120

29 ✓ 191. q. Northerly levee of Putah Creek from Yolo Bypass westerly to high ground. 119

✓ 192. r. Southerly levee of Putah Creek from high ground on Dixon Ridge westerly to high ground. 119

s. Southerly levee of Knights Landing Ridge Cut. 127

- 26 ✓ 193. (1) From Yolo Bypass westerly 600 feet. Also covered under Unit 96-A
- 26 ✓ 194. (2) { From a point 2,500 feet westerly from Yolo Bypass to a point 2,900 feet westerly from Yolo Bypass. 127
Also covered under 96-A

12

SPKIA 824.3(Sac.Riv.F.C.P.)
The Reclamation Board

Letter No. 12

12

s. Southerly levee of Knights Landing Ridge Cut. (cont'd)

- 76 ✓ 195 (3) { From a point 3,300 feet westerly from Yolo Bypass to a point 7,100 feet westerly from Yolo Bypass. 127
Also covered under Unit No. 46-A
- 35 ✓ 196 t. That portion of the back or westerly levee of Hastings Tract which runs east and west along the County Road for a distance of approximately one mile. 107
- ✓ 197 u. Northerly levee of Sycamore Slough from Sacramento River to Knights Landing Outfall Gates. 130
- ✓ 198 v. Southerly levee of Sycamore Slough from Sacramento River to Knights Landing Outfall Gates. 132

The records of this office show that your Board has accepted the levees and/or works covered by Items b₁(1), b₁(2), b₁(3), c₁(2), c₁(4), c₁(8), c₁(11), c₁(12), c₁(14), d₁(1), d₁(3), d₁(4), f₁(3), f₁(5), g₁, h₁, i₁, l₁, m₁, n₁(1), n₁(2), n₁(3), n₁(6), n₁(7), n₁(8), o₁, p₁, q₁, r₁ and s₁(1) above, as complete. Accordingly the waterway bank contiguous to said Items is hereby transferred to the State of California for maintenance and operation.

The levee covered by Items a₁, b₁(4), c₁(1), c₁(3), c₁(5), c₁(6), c₁(7), c₁(9), c₁(10), c₁(13), c₁(15), d₁(2), e₁, f₁(1), f₁(2), f₁(4), f₁(6), j₁, k₁, n₁(4), n₁(5), s₁(2), s₁(3), t₁, u₁ and v₁, above, although complete has not been formally transferred as contemplated by the Project documents. Accordingly the levee covered by said Items, together with the waterway bank contiguous thereto, is hereby transferred to the State of California for maintenance and operation.

The maintenance work required under the provisions of the Sacramento River Flood Control Project shall be performed in accordance with existing Flood Control Regulations which have been prescribed by the Secretary of the Army pursuant to Section 3 of the Act of Congress approved 22 June 1956, as amended and supplemented. As provided under paragraph 208.10(10) of these regulations, a maintenance manual covering these works is in process of preparation and will be furnished your Board upon completion.

A copy of this letter is being transmitted to the State Engineer.

FOR THE DISTRICT ENGINEER:

Sincerely yours,

Copy Furnished:
Office, Chief of Engrs.
So. Pac. Div. Engr.
State Engineer
Engr. Div. (2)
C. de Arrieta

H. R. Reifsnnyder
Lt. Colonel, Corps of Engineers
Executive Officer

R E S O L U T I O N

PASSED AND ADOPTED BY THE RECLAMATION BOARD

APRIL 7, 1948

- - -

WHEREAS The Reclamation Board has heretofore approved a certain item of "new construction"; consisting of the enlargement, set back and reconstruction of the north levee along the Yuba River from Marysville upstream for a distance of approximately 1.8 miles; and

WHEREAS the Department of the Army, Corps of Engineers, District Engineer, Sacramento District, under date of March 23, 1948, has notified The Reclamation Board of the completion of said item of levee enlargement, set back and reconstruction, and has transferred said portion of levee to the State of California for maintenance and operation; and

WHEREAS the Chief Engineer of The Reclamation Board has caused to be made an inspection on the ground of the item of new construction as specified above, and has found and determined that such work, as completed, has been prosecuted and carried out in conformance with plans and specifications therefor; now therefore be it

RESOLVED AND ORDERED that The Reclamation Board does hereby accept for the State of California the said item of "new construction" as aforesaid, which has on the date above set forth been transferred to said Board by the Department of the Army, U. S. District Engineer; and be it further

RESOLVED AND ORDERED that the north levee along the Yuba River from Marysville upstream for a distance of approximately 1.8 miles, together with the berms and appurtenant structures thereof, be, and the same is hereby turned over to The Marysville Levee Commission for maintenance and operation, as the legally authorized

STATE OF CALIFORNIA)
COUNTY OF SACRAMENTO) SS
Office of The Reclamation Board)

I, S. A. HONAKER, Assistant Secretary of The Reclamation Board, do hereby certify that the attached is a true and correct copy of a Resolution passed and adopted by said Board at its meeting held April 7, 1948.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of The Reclamation Board, this 11 day of April, 1948.


S. A. HONAKER
Assistant Secretary

PEKKB 824.3(Sac.River)

23 March 1948

SUBJECT: Maintenance of North Levee, Yuba River, from
Marysville upstream 1.8 miles

The Reclamation Board
State of California
1100 "O" Street
Sacramento, California

Gentlemen:

Enlargement of the north levee along the Yuba River, from Marysville upstream for a distance of approximately 1.8 miles, has been completed. Therefore, in accordance with established procedure, this portion of completed levee is hereby transferred to the State of California for maintenance.

This construction forms an integral part of the Sacramento River Flood Control Project. The details and extent of the work are shown on inclosed drawing No. 8-4-516, in two sheets, entitled "Proposed Levee Enlargement, North Levee, Yuba River, from Marysville North Levee, upstream 1.8 miles."

There is also inclosed a copy of Flood Control Regulations prescribed by the Secretary of War, now referred to as the Secretary of the Army, pursuant to the provisions of Section 3 of the Act of Congress approved 22 June 1936, as amended and supplemented, to govern the maintenance and operation of Flood Control Works, of which the levee referred to above is a part. In accordance with paragraph 208.10(10) of said regulations, at a later date this office will furnish your Board and local interests with an operation and maintenance manual to assist in carrying out their obligations established by these regulations.

For the records of this office, acknowledgment of receipt of this letter is requested on or before 30 April 1948.

Copy of this letter, with inclosures, is being transmitted to the State Engineer.

2 Incls.
Drawing No. 8-4-516 (in 2 sheets)
Flood Control Regulations

Copy furnished:
State Engineer, with Incls.

S. Manual No. 17

THE RECLAMATION BOARD
OF THE
STATE OF CALIFORNIA

March 11, 1953

District Engineer
Sacramento District
Corps of Engineers, U. S. Army
P. O. Box 1739
Sacramento 8, California

Dear Sir:

Reference your letters file No. SPKKO-P 824.3 (Sac. R.F.C.P.) dated 1 December 1951, 3 December 1951, 4 December 1951, three letters dated 6 December 1951. Subject letters transferred to the Reclamation Board for operation and maintenance, various levee units of the Sacramento River Flood Control Project.

The Reclamation Board at its 18 December 1951 meeting, on behalf of the State of California, accepted certain of the transferred units together with their contiguous waterway banks for operation and maintenance, and rejected others. A tabulation of the units so accepted or rejected is attached hereto.

Yours very truly,

THE RECLAMATION BOARD
A. M. BARTON
Chief Engineer and General Manager

/s/ By _____
D. M. CARR

December 18, 1951

The Board accepted the transfer from the Corps of Engineers, in letters of dates listed below, the following reaches of levees and their contiguous waterway banks where applicable for flood control operation and maintenance, as complete and meeting the requirements of the Sacramento River Flood Control Project.

<u>No.</u>	<u>Date of Letter</u>	<u>Levee Location</u>	<u>Remarks</u>
1
11	8 December 1951	Marysville levees from W.P.R.R. at Simmerly Slough E. to Yuba River and "D" St. Bridge on Yuba River Upstream to Valley Meat Co.	Maintained by Marysville Levee Commission,

NOTE: Only items pertaining to Operation and Maintenance Manual No. 147 is included in the above copy.

THE RECLAMATION BOARD
OF THE
STATE OF CALIFORNIA

December 3, 1952

District Engineer
Sacramento District
U. S. Corps of Engineers
P. O. Box 1739
Sacramento, California

Dear Sir:

Reference is made to your SPKKO-P 824.3 (Sac. Riv. FCP) dated 2 October 1952, transferring certain completed levee units, together with the patrol roads thereon and with the waterway banks contiguous thereto, to the State of California for operation and maintenance.

The Reclamation Board at its meeting December 2, 1952, accepted said levee units on behalf of the State of California.

The units so accepted are:

Part "F" Levees protecting the City of Marysville:

1.
2. Levee and patrol road along the left bank of the Feather River and the right bank of the Yuba River, from Nigger Jack Slough to "D" Street Bridge at Marysville, California, completed 24 September 1952.

Part "G" and "H"

Very truly yours,

THE RECLAMATION BOARD
A. M. BARTON
Chief Engineer and General Manager

BY _____
S. A. HOMAHER
Assistant Secretary

NOTE: Only item pertaining to Operation and Maintenance Manual No. 147 is included in the above copy.

EXHIBIT G

SUGGESTED SEMI-ANNUAL REPORT FORM

TO: The District Engineer
Sacramento District
Corps of Engineers
1209 - 8th Street
Sacramento, California

(1 May 19__)
(1 Nov 19__)

Dear Sir:

The semi-annual report for the period (1 May 19__ to 31 October 19__)
(1 November 19__ to 30 April 19__) Unit No. 747 of the Sacramento River
Flood Control Project (Marysville levees) is as follows:

a. The physical condition of the protective works is indicated by
the inspector's report, copies of which are inclosed, and may be summarized
as follows:

(Superintendent's summary of conditions)

It is our intention to perform the following maintenance work in
order to repair or correct the conditions indicated:

(Outline the anticipated maintenance operations for the following
6 months.)

b. During this report period, major high water periods (water level
at 66.0 on the U. S. Weather Bureau gage located at "D" Street, Marysville)
occurred on the following dates:

<u>Dates</u>	<u>Maximum Elevation</u>
_____	_____
_____	_____
_____	_____

Comments on the behavior of the protective works during such high water periods are as follows:

(Superintendent's log of flood observations)

During the high water stages when the water level reached a height of _____, on the gage or excess thereof (dates) _____, it was necessary to organize and carry out flood operations as follows:

(See Maintenance Manual _____.)

c. The inspections have indicated (no) or (the following) encroachments or trespasses upon the project right-of-way.

d. (no) (_____) permits have been issued for (the following) improvements or construction within the project right-of-way.

Executed copies of the permit documents issued are transmitted for your files.

e. The status of maintenance measures, indicated in the previous semi-annual report as being required or as suggested by the representatives of the District Engineer, is as follows:

(Statement of maintenance operations, item by item with percent completion.)

f. The fiscal statement of the Superintendent's operations for the current report period is as follows:

	<u>Labor</u>	<u>Material</u>	<u>Equipment</u>	<u>Overhead</u>	<u>Total</u>
1. Inspection					
2. Maintenance					
3. Flood fighting operations					
TOTAL					

Respectfully submitted,

Superintendent of Works

Exhibit H
Project Partnership Agreement

AGREEMENT NUMBER 4600008921
REGISTRATION NUMBER EV 1095254

- This Agreement is entered into between the State Agency and the Contractor named below:
 STATE AGENCY'S NAME
 Department of Water Resources
 CONTRACTOR'S NAME
 The Department of the Army Corps of Engineers
- The term of this Agreement is: September 28, 2010 through Completion of the Project
 This Agreement shall not become effective until approved by the Department of General Services.
- The maximum amount of this Agreement is: \$12,343,046.00
 Twelve million three hundred and forty-three thousand and forty-six hundred dollars and no cents.
- The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

See attached the Project Partnership Agreement between the State of California Department of Water Resources acting by and through the Central Valley Flood Protection Board, the Marysville Levee District acting by and through the Marysville Levee Commission and U.S. Department of the Army Corps of Engineers, for the construction of the Yuba River Basin, Marysville Ring Levee Project.

The Non-Federal Sponsor shall pay in advance as required by OMB Circular A-97. The Non-Federal Sponsor certifies that the Floodplain Services being requested pursuant to this Project Partnership Agreement (PPA) cannot be procured reasonably and expeditiously through ordinary business channels.

Signatures appear on page 29 of the Project Partnership Agreement

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		California Department of General Services Use Only  <div style="border: 2px solid black; padding: 5px; text-align: center; margin: 10px 0;"> APPROVED AUG - 2 2010 DEPT OF GENERAL SERVICES </div> 
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)		
BY (Authorized Signature)	DATE SIGNED (Do not type)	
		
PRINTED NAME AND TITLE OF PERSON SIGNING		
ADDRESS		
STATE OF CALIFORNIA		
AGENCY NAME		
BY (Authorized Signature)	DATE SIGNED (Do not type)	
		
PRINTED NAME AND TITLE OF PERSON SIGNING		
ADDRESS		

PROJECT PARTNERSHIP AGREEMENT
BETWEEN
THE DEPARTMENT OF THE ARMY
AND
THE STATE OF CALIFORNIA
AND
MARYSVILLE LEVEE DISTRICT, CALIFORNIA
FOR
CONSTRUCTION
OF THE
YUBA RIVER BASIN, CALIFORNIA
MARYSVILLE RING LEVEE PROJECT

THIS AGREEMENT is entered into this 21st day of JULY, 2010, by and between the Department of the Army (hereinafter the "Government"), represented by the Assistant Secretary of the Army (Civil Works), and the State of California acting by and through the Central Valley Flood Protection Board (hereinafter the "Board"), represented by the President of the Board, and the Marysville Levee District, California, represented by the President of the Board of the Marysville Levee Commission (hereinafter the "Non-Federal Sponsors").

WITNESSETH, THAT:

WHEREAS, construction of the Yuba River Basin Project for flood risk management (hereinafter the "Authorized Project") at Yuba County, California, was authorized by Section 101(a)(10) of the Water Resources Development Act of 1999 (Public Law 106-53) as modified by Section 3041 of the Water Resources Development Act of 2007 (Public Law 110-114);

WHEREAS, the Government and the Non-Federal Sponsors desire to enter into a Project Partnership Agreement (hereinafter the "Agreement") for construction of the Marysville Ring Levee (a separable element of the Authorized Project and hereinafter the "*Project*", as defined in Article I.A. of this Agreement);

WHEREAS, Section 103 of the Water Resources Development Act of 1986, Public Law 99-662, as amended, (33 U.S.C. 2213) specifies the cost-sharing requirements applicable to the *Project*;

WHEREAS, Section 103(l) of the Water Resources Development Act of 1986, Public Law 99-662, as amended, (33 U.S.C. 2213(l)) authorizes the Secretary of the Army to permit a non-Federal interest to delay the initial payment of a non-Federal contribution under Section 101 and Section 103 of Water Resources Development Act of 1986, Public Law 99-662, for up to one year after the date when construction is begun on the project for which such contribution is to be made and any amount delayed shall be subject to interest charges for up to six months at a rate determined pursuant to Section 106 of the Water Resources Development Act of 1986, Public Law 99-662, as amended, (33 U.S.C. 2216);

WHEREAS, on April 3, 2009, the Assistant Secretary of the Army for Civil Works approved a delay of up to one year, of the Non-Federal Sponsors' additional cash contribution for the *Project*, above the 5 percent cash required by Section 103(a)(1)(A) of the Water Resources Development Act of 1986, Public Law 99-662, as amended, (33 U.S.C. 2213(a)(1)(A)), pursuant to Section 103(l) of the Water Resources Development Act of 1986, Public Law 99-662, as amended (33 U.S.C. 2213(l));

WHEREAS, the Non-Federal Sponsors do not qualify for a reduction of the non-Federal cost share for flood control pursuant to the guidelines that implement Section 103(m) of the Water Resources Development Act of 1986, Public Law 99-662, as amended (33 U.S.C. 2213(m));

WHEREAS, Section 902 of the Water Resources Development Act of 1986, Public Law 99-662, as amended (33 U.S.C. 2280), establishes the maximum amount of costs for the Authorized Project and sets forth procedures for adjusting such maximum amount;

WHEREAS, the Government and a non-Federal interest entered into an agreement, dated June 13, 2000, for engineering and design of the Authorized Project (hereinafter the "Design Agreement"), under the terms of which the non-Federal interest contributed a portion of the costs for engineering and design;

WHEREAS, Section 221 of the Flood Control Act of 1970, Public Law 91-611, as amended (42 U.S.C. 1962d-5b), and Section 103(j) of the Water Resources Development Act of 1986, Public Law 99-662, as amended (33 U.S.C. 2213(j)), provide, *inter alia*, that the Secretary of the Army shall not commence construction of any water resources project, or separable element thereof, until each non-Federal interest has entered into a written agreement to furnish its required cooperation for the project or separable element;

WHEREAS, the Government and Non-Federal Sponsors have the full authority and capability to perform as hereinafter set forth and intend to cooperate in cost-sharing and financing of the *Project* in accordance with the terms of this Agreement; and

WHEREAS, the Government and the Non-Federal Sponsors, in connection with this Agreement, desire to foster a partnering strategy and a working relationship between the Government and the Non-Federal Sponsors through a mutually developed formal strategy of commitment and communication embodied herein, which creates an environment where trust and teamwork prevent disputes, foster a cooperative bond between the Government and the Non-Federal Sponsors, and facilitate the successful implementation of the *Project*.

NOW, THEREFORE, the Government and the Non-Federal Sponsors agree as follows:

ARTICLE I - DEFINITIONS

A. The term "Project" shall mean the construction of approximately four miles of slurry walls, seepage berms and base widening along the ring levee in the vicinity of Marysville, California, as generally described in the Yuba River Basin, California, Marysville Ring Levee

Project, Engineering Documentation Report, dated April 12, 2010, and approved by Commander, South Pacific Division on June 4, 2010.

B. The term “*total project costs*” shall mean the sum of all costs incurred by the Non-Federal Sponsors and the Government in accordance with the terms of this Agreement directly related to construction of the *Project*. Subject to the provisions of this Agreement, the term shall include, but is not necessarily limited to: the Government’s share of Preconstruction Engineering and Design costs pursuant to the terms of the Design Agreement; the value of the contributions provided by a non-Federal interest pursuant to the terms of the Design Agreement; the Government’s engineering and design costs during construction; the Non-Federal Sponsors’ and the Government’s costs of investigations to identify the existence and extent of hazardous substances in accordance with Article XIV.A. of this Agreement; the Government’s costs of historic preservation activities in accordance with Article XVII.A. and Article XVII.B.1. of this Agreement; the Government’s actual construction costs, including the costs of alteration, lowering, raising, or replacement and attendant removal of existing railroad bridges and approaches thereto; the Government’s supervision and administration costs; the Non-Federal Sponsors’ and the Government’s costs of participation in the Project Coordination Team in accordance with Article V of this Agreement; the Government’s costs of contract dispute settlements or awards; the value of lands, easements, rights-of-way, *relocations*, and improvements required on lands, easements, and rights-of-way to enable the disposal of dredged or excavated material for which the Government affords credit in accordance with Article IV of this Agreement or for which reimbursement by the Government is required pursuant to Article II.B.4. of this Agreement; and the Non-Federal Sponsors’ and the Government’s costs of audit in accordance with Article X.B. and Article X.C. of this Agreement. The term does not include any costs for operation, maintenance, repair, rehabilitation, or replacement of the *Project*; any costs of *betterments* under Article II.G.2. of this Agreement; any costs of dispute resolution under Article VII of this Agreement; the Government’s costs for data recovery activities associated with historic preservation in accordance with Article XVII.B.2. and Article XVII.B.3. of this Agreement; or the Non-Federal Sponsors’ costs of negotiating this Agreement.

C. The term “*period of construction*” shall mean the time from the date the Government issues the solicitation for the first construction contract for the *Project* or commences construction of the *Project* using the Government’s own forces, whichever is earlier, to the date that construction of the *Project* is complete, as determined by the Government, or the date that this Agreement is terminated in accordance with Article XIII or Article XIV.C. of this Agreement, whichever is earlier.

D. The term “*financial obligations for construction*” shall mean the financial obligations of the Government that result or would result in costs that are or would be included in *total project costs* except for obligations pertaining to the provision of lands, easements, and rights-of-way, the performance of *relocations*, and the construction of improvements required on lands, easements, and rights-of-way to enable the disposal of dredged or excavated material.

E. The term “*non-Federal proportionate share*” shall mean the ratio of the Non-Federal Sponsors’ total contribution of funds required by Article II.B.1. and Article II.B.3. of this Agreement to *financial obligations for construction*, as projected by the Government.

F. The term “*non-Federal proportionate share related to Article II.B.1.*” shall mean the ratio of the Non-Federal Sponsors’ total contribution of funds required by Article II.B.1. of this Agreement to *financial obligations for construction*, as projected by the Government.

G. The term “*non-Federal proportionate share related to Article II.B.3.*” shall mean the ratio of the Non-Federal Sponsors’ total contribution of funds required by Article II.B.3. of this Agreement to *financial obligations for construction*, as projected by the Government.

H. The term “*highway*” shall mean any highway, roadway, street, or way, including any bridge thereof, that is owned by a public entity.

I. The term “*relocation*” shall mean providing a functionally equivalent facility to the owner of a utility, cemetery, *highway*, railroad (excluding existing railroad bridges and approaches thereto), or public facility when such action is authorized in accordance with applicable legal principles of just compensation; or providing a functionally equivalent facility when such action is specifically provided for, and is identified as a relocation, in the authorizing legislation for the *Project* or any report referenced therein. Providing a functionally equivalent facility may take the form of alteration, lowering, raising, or replacement and attendant demolition of the affected facility or part thereof.

J. The term “*functional portion of the Project*” shall mean a portion of the *Project* for which construction has been completed and that can function independently, as determined by the U.S. Army Engineer, Sacramento District (hereinafter the “District Engineer”) in writing, although the remainder of the *Project* is not complete.

K. The term “*betterment*” shall mean a difference in the construction of an element of the *Project* that results from the application of standards that the Government determines exceed those that the Government would otherwise apply to the construction of that element. The term does not include any construction for features not included in the *Project* as defined in paragraph A. of this Article.

L. The term “*Federal program funds*” shall mean funds provided by a Federal agency, other than the Department of the Army, plus any non-Federal contribution required as a matching share therefor.

M. The term “*fiscal year*” shall mean one year beginning on October 1 and ending on September 30.

ARTICLE II - OBLIGATIONS OF THE GOVERNMENT AND THE NON-FEDERAL SPONSORS

A. The Government, subject to receiving funds appropriated by the Congress of the United States (hereinafter the “Congress”) and using those funds and funds provided by the Non-Federal Sponsors, expeditiously shall construct the *Project* (including alteration, lowering, raising, or

replacement and attendant removal of existing railroad bridges and approaches thereto), applying those procedures usually applied to Federal projects, in accordance with Federal laws, regulations, and policies.

1. The Government shall not issue the solicitation for the first contract for construction of the *Project* or commence construction of the *Project* using the Government's own forces until the Non-Federal Sponsors have confirmed in writing their willingness to proceed with the *Project*.

2. The Government shall afford the Non-Federal Sponsors the opportunity to review and comment on the solicitations for all contracts, including relevant plans and specifications, prior to the Government's issuance of such solicitations. To the extent possible, the Government shall afford the Non-Federal Sponsors the opportunity to review and comment on all proposed contract modifications, including change orders. In any instance where providing the Non-Federal Sponsors with notification of a contract modification is not possible prior to execution of the contract modification, the Government shall provide such notification in writing at the earliest date possible. To the extent possible, the Government also shall afford the Non-Federal Sponsors the opportunity to review and comment on all contract claims prior to resolution thereof. The Government shall consider in good faith the comments of the Non-Federal Sponsors, but the contents of solicitations, award of contracts or commencement of construction using the Government's own forces, execution of contract modifications, resolution of contract claims, and performance of all work on the *Project* shall be exclusively within the control of the Government.

3. At the time the District Engineer furnishes the contractor with the Government's Written Notice of Acceptance of Completed Work for each contract awarded by the Government for the *Project*, the District Engineer shall furnish a copy thereof to the Non-Federal Sponsors.

4. Notwithstanding paragraph A.2. of this Article, if the award of any contract for construction of the *Project*, or continuation of construction of the *Project* using the Government's own forces, would result in *total project costs* exceeding \$110,000,000 the Government and the Non-Federal Sponsors agree to defer award of that contract, award of all remaining contracts for construction of the *Project*, and continuation of construction of the *Project* using the Government's own forces until such time as the Government and the Non-Federal Sponsors agree in writing to proceed with further contract awards for the *Project* or the continuation of construction of the *Project* using the Government's own forces, but in no event shall the award of contracts or the continuation of construction of the *Project* using the Government's own forces be deferred for more than three years. Notwithstanding this general provision for deferral, in the event the Assistant Secretary of the Army (Civil Works) makes a written determination that the award of such contract or contracts or continuation of construction of the *Project* using the Government's own forces must proceed in order to comply with law or to protect human life or property from imminent and substantial harm, the Government, after consultation with the Non-Federal Sponsors, may award a contract or contracts, or continue with construction of the *Project* using the Government's own forces.

B. The Non-Federal Sponsor shall contribute a minimum of 35 percent, but not to exceed 50 percent of *total project costs* in accordance with the provisions of this paragraph.

1. The Non-Federal Sponsors shall provide a contribution of funds equal to 5 percent of *total project costs* in accordance with Article VI.B. of this Agreement.

2. In accordance with Article III of this Agreement, the Non-Federal Sponsors shall provide all lands, easements, and rights-of-way, including those required for *relocations*, the borrowing of material, and the disposal of dredged or excavated material, shall perform or ensure performance of all *relocations*, and shall construct improvements required on lands, easements, and rights-of-way to enable the disposal of dredged or excavated material that the Government determines to be required or to be necessary for construction, operation, and maintenance of the *Project*.

3. The Non-Federal Sponsors shall provide additional funds in accordance with Article VI.B. of this Agreement in the amount necessary to meet the Non-Federal Sponsors' required minimum share of 35 percent of *total project costs* if the Government projects at any time that the collective value of the following contributions will be less than such required minimum share: (a) the value of the Non-Federal Sponsors' contributions under paragraph B.1. of this Article; (b) the value of the cash contribution provided by a non-Federal interest pursuant to the terms of the Design Agreement that exceeds the 5 percent amount required by paragraph B.1. of this Article and the value of the non-cash contributions provided by a non-Federal interest pursuant to the terms of the Design Agreement; (c) the value of the Non-Federal Sponsors' contributions under paragraph B.2. of this Article, as determined in accordance with Article IV of this Agreement; and (d) the value of the Non-Federal Sponsors' contributions under Article V, Article X, and Article XIV.A. of this Agreement.

4. The Government, subject to the availability of funds, shall refund or reimburse to the Non-Federal Sponsors any contributions in excess of 45 percent of *total project costs* if the Government determines at any time that the collective value of the following contributions has exceeded 45 percent of *total project costs*: (a) the value of the Non-Federal Sponsors' contributions under paragraph B.3. of this Article; (b) the value of the cash contribution provided by a non-Federal interest pursuant to the terms of the Design Agreement that exceeds the 5 percent amount required by paragraph B.1. of this Article and the value of the non-cash contributions provided by a non-Federal interest pursuant to the terms of the Design Agreement; (c) the value of the Non-Federal Sponsors' contributions under paragraph B.2. of this Article, as determined in accordance with Article IV of this Agreement; and (d) the value of the Non-Federal Sponsors' contributions under Article V, Article X, and Article XIV.A. of this Agreement. After such a determination, the Government, in its sole discretion, may acquire any remaining lands, easements, and rights-of-way required for the *Project*, perform any remaining *relocations* necessary for the *Project*, or construct any remaining improvements required on lands, easements, and rights-of-way to enable the disposal of dredged or excavated material required for the *Project* on behalf of the Non-Federal Sponsors. Notwithstanding the acquisition of lands, easements, and rights-of-way, performance of *relocations*, or construction of improvements required on lands, easements, and rights-of-way to enable the disposal of dredged or excavated material by the Government under this paragraph, the Non-Federal Sponsors shall be responsible, as between the Government and the Non-Federal Sponsors, for any costs of cleanup and response in accordance with Article XIV.C. of this Agreement.

C. When the District Engineer determines that the entire *Project*, or a *functional portion of the Project*, is complete, the District Engineer shall so notify the Non-Federal Sponsors in writing and furnish the Non-Federal Sponsors with a final Operation, Maintenance, Repair, Rehabilitation, and Replacement Manual (hereinafter the “OMRR&R Manual”) or, if the final OMRR&R Manual is not available, an interim OMRR&R Manual for the entire *Project* or such completed portion. Upon such notification, the Government also shall furnish to the Non-Federal Sponsors copies of all final as-built drawings for the entire *Project* or such completed portion if such drawings are available. Not later than 6 months after such notification by the Government that the entire *Project* is complete, the Government shall furnish the Non-Federal Sponsors with the final OMRR&R Manual and all final as-built drawings for the entire *Project*. In the event the final OMRR&R Manual or all final as-built drawings for the entire *Project* cannot be completed within the 6 month period, the Government shall provide written notice to the Non-Federal Sponsors, and the Government and the Non-Federal Sponsors shall negotiate an acceptable completion date for furnishing such documents. Further, after completion of all contracts for the *Project*, copies of all of the Government’s Written Notices of Acceptance of Completed Work for all contracts for the *Project* that have not been provided previously shall be provided to the Non-Federal Sponsors.

D. Upon notification from the District Engineer in accordance with paragraph C. of this Article, the Non-Federal Sponsors shall operate, maintain, repair, rehabilitate, and replace the entire *Project*, or the *functional portion of the Project* as the case may be, in accordance with Article VIII of this Agreement.

E. Upon conclusion of the *period of construction*, the Government shall conduct an accounting, in accordance with Article VI.C. of this Agreement, and furnish the results to the Non-Federal Sponsors.

F. The Non-Federal Sponsors shall not use *Federal program funds* to meet any of their obligations for the *Project* under this Agreement unless the Federal agency providing the Federal portion of such funds verifies in writing that expenditure of such funds for such purpose is expressly authorized by Federal law.

G. The Non-Federal Sponsors may request the Government to perform or provide, on behalf of the Non-Federal Sponsors, one or more of the services (hereinafter the “additional work”) described in this paragraph. Such requests shall be in writing and shall describe the additional work requested to be performed or provided. If in its sole discretion the Government elects to perform or provide the requested additional work or any portion thereof, it shall so notify the Non-Federal Sponsors in a writing that sets forth any applicable terms and conditions, which must be consistent with this Agreement. In the event of conflict between such a writing and this Agreement, this Agreement shall control. The Non-Federal Sponsors shall be solely responsible for all costs of the additional work performed or provided by the Government under this paragraph and shall pay all such costs in accordance with Article VI.D. of this Agreement.

1. Acquisition of lands, easements, and rights-of-way; performance of *relocations*; or construction of improvements required on lands, easements, and rights-of-way to

enable the disposal of dredged or excavated material for the *Project*. Notwithstanding acquisition of lands, easements, and rights-of-way, performance of *relocations*, or construction of improvements by the Government, the Non-Federal Sponsors shall be responsible, as between the Government and the Non-Federal Sponsors, for any costs of cleanup and response in accordance with Article XIV.C. of this Agreement.

2. Inclusion of *betterments* in the construction of the *Project*. In the event the Government elects to include any such *betterments*, the Government shall allocate the costs of the *Project* features that include *betterments* between *total project costs* and the costs of the *betterments*.

H. Not less than once each year the Non-Federal Sponsors shall inform affected interests of the extent of protection afforded by the *Project*.

I. The Non-Federal Sponsors agree to participate in and comply with applicable Federal floodplain management and flood insurance programs.

J. The Non-Federal Sponsors shall comply with Section 402 of the Water Resources Development Act of 1986, as amended (33 U.S.C. 701b-12), which requires a non-Federal interest to prepare a floodplain management plan within one year after the date of signing this Agreement, and to implement such plan not later than one year after completion of construction of the *Project*. The plan shall be designed to reduce the impacts of future flood events in the project area, including but not limited to, addressing those measures to be undertaken by non-Federal interests to preserve the level of flood protection provided by the *Project*. The Non-Federal Sponsors shall provide an information copy of the plan to the Government upon its preparation.

K. The Non-Federal Sponsors shall publicize floodplain information in the area concerned and shall provide this information to zoning and other regulatory agencies for their use in adopting regulations, or taking other actions, to prevent unwise future development and to ensure compatibility with protection levels provided by the *Project*.

L. The Non-Federal Sponsors shall prevent obstructions or encroachments on the *Project* (including prescribing and enforcing regulations to prevent such obstructions or encroachments) such as any new developments on *Project* lands, easements, and rights-of-way or the addition of facilities which might reduce the level of protection the *Project* affords, hinder operation and maintenance of the *Project*, or interfere with the *Project's* proper function.

ARTICLE III - LANDS, EASEMENTS, RIGHTS-OF-WAY, RELOCATIONS, DISPOSAL AREA IMPROVEMENTS, AND COMPLIANCE WITH PUBLIC LAW 91-646, AS AMENDED

A. The Government, after consultation with the Non-Federal Sponsors, shall determine the lands, easements, and rights-of-way required for construction, operation, and maintenance of the *Project*, including those required for *relocations*, the borrowing of material, and the disposal of

dredged or excavated material. The Government in a timely manner shall provide the Non-Federal Sponsors with general written descriptions, including maps as appropriate, of the lands, easements, and rights-of-way that the Government determines the Non-Federal Sponsors must provide, in detail sufficient to enable the Non-Federal Sponsors to fulfill their obligations under this paragraph, and shall provide the Non-Federal Sponsors with a written notice to proceed with acquisition of such lands, easements, and rights-of-way. Prior to the issuance of the solicitation for each Government contract for construction of the *Project*, or prior to the Government incurring any *financial obligations for construction* of a portion of the *Project* using the Government's own forces, the Non-Federal Sponsors shall acquire all lands, easements, and rights-of-way the Government determines the Non-Federal Sponsors must provide for that work and shall provide the Government with authorization for entry thereto. Furthermore, prior to the end of the *period of construction*, the Non-Federal Sponsors shall acquire all lands, easements, and rights-of-way required for construction, operation, and maintenance of the *Project*, as set forth in such descriptions, and shall provide the Government with authorization for entry thereto. The Non-Federal Sponsors shall ensure that lands, easements, and rights-of-way that the Government determines to be required for the *Project* and that were provided by the Non-Federal Sponsors are retained in public ownership for uses compatible with the authorized purposes of the *Project*.

B. The Government, after consultation with the Non-Federal Sponsors, shall determine the *relocations* necessary for construction, operation, and maintenance of the *Project*, including those necessary to enable the borrowing of material or the disposal of dredged or excavated material. The Government in a timely manner shall provide the Non-Federal Sponsors with general written descriptions, including maps as appropriate, of such *relocations* in detail sufficient to enable the Non-Federal Sponsors to fulfill their obligations under this paragraph, and shall provide the Non-Federal Sponsors with a written notice to proceed with such *relocations*. Prior to the issuance of the solicitation for each Government contract for construction of the *Project*, or prior to the Government incurring any *financial obligations for construction* of a portion of the *Project* using the Government's own forces, the Non-Federal Sponsors shall prepare or ensure the preparation of plans and specifications for, and perform or ensure the performance of, all *relocations* the Government determines to be necessary for that work. Furthermore, prior to the end of the *period of construction*, the Non-Federal Sponsors shall perform or ensure performance of all *relocations* as set forth in such descriptions.

C. The Government, after consultation with the Non-Federal Sponsors, shall determine the improvements required on lands, easements, and rights-of-way to enable the disposal of dredged or excavated material associated with construction, operation, and maintenance of the *Project*. Such improvements may include, but are not necessarily limited to, retaining dikes, wasteweirs, bulkheads, embankments, monitoring features, stilling basins, and de-watering pumps and pipes. The Government in a timely manner shall provide the Non-Federal Sponsors with general written descriptions, including maps as appropriate, of such improvements in detail sufficient to enable the Non-Federal Sponsors to fulfill their obligations under this paragraph, and shall provide the Non-Federal Sponsors with a written notice to proceed with construction of such improvements. Prior to the issuance of the solicitation for each Government contract for construction of the *Project*, or prior to the Government incurring any *financial obligations for construction* of a portion of the *Project* using the Government's own forces, the Non-Federal Sponsors shall prepare plans and specifications for all improvements the Government determines to be required for the disposal of

dredged or excavated material under that contract, submit such plans and specifications to the Government for approval, and provide such improvements in accordance with the approved plans and specifications. Furthermore, prior to the end of the *period of construction*, the Non-Federal Sponsors shall provide all improvements set forth in such descriptions.

D. The Non-Federal Sponsors shall comply with the applicable provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Public Law 91-646, as amended (42 U.S.C. 4601-4655), and the Uniform Regulations contained in 49 C.F.R. Part 24, in acquiring lands, easements, and rights-of-way required for construction, operation, and maintenance of the *Project*, including those required for *relocations*, the borrowing of material, or the disposal of dredged or excavated material, and shall inform all affected persons of applicable benefits, policies, and procedures in connection with said Act.

ARTICLE IV - CREDIT FOR VALUE OF LANDS, EASEMENTS, RIGHTS-OF-WAY, RELOCATIONS, AND DISPOSAL AREA IMPROVEMENTS

A. The Government shall include in *total project costs* and afford credit toward the Non-Federal Sponsors' share of *total project costs* for the value of the lands, easements, and rights-of-way that the Non-Federal Sponsors must provide pursuant to Article III.A. of this Agreement; for the value of the *relocations* that the Non-Federal Sponsors must perform or for which they must ensure performance pursuant to Article III.B. of this Agreement; and for the value of the improvements required on lands, easements, and rights-of-way to enable the disposal of dredged or excavated material that the Non-Federal Sponsors must provide pursuant to Article III.C. of this Agreement. However, no amount shall be included in *total project costs*, no credit shall be afforded, and no reimbursement shall be provided for the value of any lands, easements, rights-of-way, *relocations*, or improvements required on lands, easements, and rights-of-way to enable the disposal of dredged or excavated material that have been provided previously as an item of cooperation for another Federal project. In addition, no amount shall be included in *total project costs*, no credit shall be afforded, and no reimbursement shall be provided for the value of lands, easements, rights-of-way, *relocations*, or improvements required on lands, easements, and rights-of-way to enable the disposal of dredged or excavated material that were acquired or performed using *Federal program funds* unless the Federal agency providing the Federal portion of such funds verifies in writing that affording credit for the value of such items is expressly authorized by Federal law.

B. The Non-Federal Sponsors in a timely manner shall provide the Government with such documents as are sufficient to enable the Government to determine the value of any contribution provided pursuant to Article III.A., Article III.B., or Article III.C. of this Agreement. Upon receipt of such documents, the Government in a timely manner shall determine the value of such contributions for the purpose of including such value in *total project costs* and for determining the amount of credit to be afforded or reimbursement to be provided in accordance with the provisions of this Agreement.

C. For the purposes of determining the value to be included in *total project costs* and the amount of credit to be afforded or reimbursement to be provided in accordance with this Agreement

and except as otherwise provided in paragraph G. of this Article, the value of lands, easements, and rights-of-way, including those required for *relocations*, the borrowing of material, and the disposal of dredged or excavated material, shall be the fair market value of the real property interests, plus certain incidental costs of acquiring those interests, as determined in accordance with the provisions of this paragraph.

1. Date of Valuation. The fair market value of lands, easements, or rights-of-way owned by the Non-Federal Sponsors on the effective date of this Agreement shall be the fair market value of such real property interests as of the date the Non-Federal Sponsors provide the Government with authorization for entry thereto. The fair market value of lands, easements, or rights-of-way acquired by the Non-Federal Sponsors after the effective date of this Agreement shall be the fair market value of such real property interests at the time the interests are acquired.

2. General Valuation Procedure. Except as provided in paragraph C.3. or paragraph C.5. of this Article, the fair market value of lands, easements, or rights-of-way shall be determined in accordance with the provisions of this paragraph.

a. The Non-Federal Sponsors shall obtain, for each real property interest, an appraisal that is prepared by a qualified appraiser who is acceptable to the Non-Federal Sponsors and the Government. The Non-Federal Sponsors shall provide the Government with the appraisal no later than 6 months after the Non-Federal Sponsors provide the Government with an authorization for entry for such real property interest. The appraisal must be prepared in accordance with the applicable rules of just compensation, as specified by the Government. The fair market value shall be the amount set forth in the Non-Federal Sponsors' appraisal, if such appraisal is approved by the Government. In the event the Government does not approve the Non-Federal Sponsors' appraisal, the Non-Federal Sponsors may obtain a second appraisal, and the fair market value shall be the amount set forth in the Non-Federal Sponsors' second appraisal, if such appraisal is approved by the Government. In the event the Government does not approve the Non-Federal Sponsors' second appraisal, the Non-Federal Sponsors choose not to obtain a second appraisal, or the Non-Federal Sponsors do not provide the first appraisal as required in this paragraph, the Government shall obtain an appraisal, and the fair market value shall be the amount set forth in the Government's appraisal, if such appraisal is approved by the Non-Federal Sponsors. In the event the Non-Federal Sponsors do not approve the Government's appraisal, the Government, after consultation with the Non-Federal Sponsors, shall consider the Government's and the Non-Federal Sponsors' appraisals and determine an amount based thereon, which shall be deemed to be the fair market value.

b. Where the amount paid or proposed to be paid by the Non-Federal Sponsors for the real property interest exceeds the amount determined pursuant to paragraph C.2.a. of this Article, the Government, at the request of the Non-Federal Sponsors, shall consider all factors relevant to determining fair market value and, in its sole discretion, after consultation with the Non-Federal Sponsors, may approve in writing an amount greater than the amount determined pursuant to paragraph C.2.a. of this Article, but not to exceed the amount actually paid or proposed to be paid. If the Government approves such an amount, the fair market value shall be the lesser of the approved amount or the amount paid by the Non-Federal Sponsors, but no less than the amount determined pursuant to paragraph C.2.a. of this Article.

3. Eminent Domain Valuation Procedure. For lands, easements, or rights-of-way acquired by eminent domain proceedings instituted after the effective date of this Agreement, the Non-Federal Sponsors, prior to instituting such proceedings, shall submit to the Government notification in writing of its intent to institute such proceedings and an appraisal of the specific real property interests to be acquired in such proceedings. The Government shall have 60 calendar days after receipt of such a notice and appraisal within which to review the appraisal, if not previously approved by the Government in writing.

a. If the Government previously has approved the appraisal in writing, or if the Government provides written approval of, or takes no action on, the appraisal within such 60 day period, the Non-Federal Sponsors shall use the amount set forth in such appraisal as the estimate of just compensation for the purpose of instituting the eminent domain proceeding.

b. If the Government provides written disapproval of the appraisal, including the reasons for disapproval, within such 60 day period, the Government and the Non-Federal Sponsors shall consult in good faith to promptly resolve the issues or areas of disagreement that are identified in the Government's written disapproval. If, after such good faith consultation, the Government and the Non-Federal Sponsors agree as to an appropriate amount, then the Non-Federal Sponsors shall use that amount as the estimate of just compensation for the purpose of instituting the eminent domain proceeding. If, after such good faith consultation, the Government and the Non-Federal Sponsors cannot agree as to an appropriate amount, then the Non-Federal Sponsors may use the amount set forth in its appraisal as the estimate of just compensation for the purpose of instituting the eminent domain proceeding.

c. For lands, easements, or rights-of-way acquired by eminent domain proceedings instituted in accordance with paragraph C.3. of this Article, fair market value shall be either the amount of the court award for the real property interests taken, to the extent the Government determined such interests are required for construction, operation, and maintenance of the *Project*, or the amount of any stipulated settlement or portion thereof that the Government approves in writing.

4. Incidental Costs. For lands, easements, or rights-of-way acquired by the Non-Federal Sponsors within a five year period preceding the effective date of this Agreement, or at any time after the effective date of this Agreement, the value of the interest shall include the documented incidental costs of acquiring the interest, as determined by the Government, subject to an audit in accordance with Article X.C. of this Agreement to determine reasonableness, allocability, and allowability of such costs. In the event the Government modifies its determination made pursuant to Article III.A. of this Agreement, the Government shall afford credit for the documented incidental costs associated with preparing to acquire the lands, easements, or rights-of-way identified in the original determination, subject to an audit in accordance with Article X.C. of this Agreement to determine reasonableness, allocability, and allowability of such costs. Such incidental costs shall include, but not necessarily be limited to, closing and title costs, appraisal costs, survey costs, attorney's fees, plat maps, mapping costs, actual amounts expended for payment of any relocation assistance benefits provided in accordance with Article III.D. of this Agreement, and other payments by the Non-Federal Sponsors for items that

are generally recognized as compensable, and required to be paid, by applicable state law due to the acquisition of a real property interest in accordance with Article III of this Agreement. The value of the interests provided by the Non-Federal Sponsors in accordance with Article III.A. of this Agreement shall also include the documented costs of obtaining appraisals pursuant to paragraph C.2. of this Article, as determined by the Government, and subject to an audit in accordance with Article X.C. of this Agreement to determine reasonableness, allocability, and allowability of such costs.

5. Waiver of Appraisal. Except as required by paragraph C.3. of this Article, the Government may waive the requirement for an appraisal pursuant to this paragraph if it determines that an appraisal is unnecessary because the valuation is uncomplicated and that the estimated fair market value of the real property interest is \$10,000 or less based upon a review of available data. In such event, the Government and the Non-Federal Sponsors must agree in writing to the value of such real property interest in an amount not in excess of \$10,000.

D. After consultation with the Non-Federal Sponsors, the Government shall determine the value of *relocations* in accordance with the provisions of this paragraph.

1. For a *relocation* other than a *highway*, the value shall be only that portion of *relocation* costs that the Government determines is necessary to provide a functionally equivalent facility, reduced by depreciation, as applicable, and by the salvage value of any removed items.

2. For a *relocation* of a *highway*, the value shall be only that portion of *relocation* costs that would be necessary to accomplish the *relocation* in accordance with the design standard that the State of California would apply under similar conditions of geography and traffic load, reduced by the salvage value of any removed items.

3. *Relocation* costs shall include, but not necessarily be limited to, actual costs of performing the *relocation*; planning, engineering and design costs; supervision and administration costs; and documented incidental costs associated with performance of the *relocation*, as determined by the Government. *Relocation* costs shall not include any costs due to *betterments*, as determined by the Government, nor any additional cost of using new material when suitable used material is available. *Relocation* costs shall be subject to an audit in accordance with Article X.C. of this Agreement to determine reasonableness, allocability, and allowability of such costs.

E. The value of the improvements required on lands, easements, and rights-of-way to enable the disposal of dredged or excavated material shall be the costs of the improvements, as determined by the Government, subject to an audit in accordance with Article X.C. of this Agreement to determine reasonableness, allocability, and allowability of such costs. Such costs shall include, but not necessarily be limited to, actual costs of providing the improvements; planning, engineering and design costs; supervision and administration costs; and documented incidental costs associated with providing the improvements, but shall not include any costs due to *betterments*, as determined by the Government.

F. Any credit afforded or reimbursement provided under the terms of this Agreement for the value of *relocations*, or improvements required on lands, easements, and rights-of-way to enable the disposal of dredged or excavated material, performed within the *Project* boundaries is

subject to satisfactory compliance with applicable Federal labor laws covering non-Federal construction, including, but not limited to, 40 U.S.C. 3141-3148 and 40 U.S.C. 3701-3708 (revising, codifying and enacting without substantive change the provisions of the Davis-Bacon Act (formerly 40 U.S.C. 276a *et seq.*), the Contract Work Hours and Safety Standards Act (formerly 40 U.S.C. 327 *et seq.*) and the Copeland Anti-Kickback Act (formerly 40 U.S.C. 276c)). Notwithstanding any other provision of this Agreement, credit or reimbursement may be withheld, in whole or in part, as a result of the Non-Federal Sponsors' failure to comply with its obligations under these laws.

G. Where the Government, on behalf of the Non-Federal Sponsors pursuant to Article II.G.1. of this Agreement, acquires lands, easements, or rights-of-way, performs *relocations*, or constructs improvements required on lands, easements, or rights-of-way to enable the disposal of dredged or excavated material, the value to be included in *total project costs* and the amount of credit to be afforded or the amount of reimbursement provided in accordance with this Agreement shall be the costs of such work performed or provided by the Government that are paid by the Non-Federal Sponsors in accordance with Article VI.D. of this Agreement. In addition, the value to be included in *total project costs* and the amount of such credit to be afforded or the amount of reimbursement provided in accordance with this Agreement shall include the documented costs incurred by the Non-Federal Sponsors in accordance with the terms and conditions agreed upon in writing pursuant to Article II.G.1. of this Agreement subject to an audit in accordance with Article X.C. of this Agreement to determine reasonableness, allocability, and allowability of such costs.

ARTICLE V - PROJECT COORDINATION TEAM

A. To provide for consistent and effective communication, the Non-Federal Sponsors and the Government, not later than 30 calendar days after the effective date of this Agreement, shall appoint named senior representatives to a Project Coordination Team. Thereafter, the Project Coordination Team shall meet regularly until the end of the *period of construction*. The Government's Project Manager and a counterpart named by the Non-Federal Sponsors shall co-chair the Project Coordination Team.

B. The Government's Project Manager and the Non-Federal Sponsors' counterpart shall keep the Project Coordination Team informed of the progress of construction and of significant pending issues and actions, and shall seek the views of the Project Coordination Team on matters that the Project Coordination Team generally oversees.

C. Until the end of the *period of construction*, the Project Coordination Team shall generally oversee the *Project*, including matters related to: plans and specifications; scheduling; real property and *relocation* requirements; real property acquisition; contract awards and modifications; contract costs; the application of and compliance with 40 U.S.C. 3141-3148 and 40 U.S.C. 3701-3708 (revising, codifying and enacting without substantive change the provisions of the Davis-Bacon Act (formerly 40 U.S.C. 276a *et seq.*), the Contract Work Hours and Safety Standards Act (formerly 40 U.S.C. 327 *et seq.*) and the Copeland Anti-Kickback Act (formerly 40 U.S.C. 276c)) for *relocations* and improvements required on lands, easements, and rights-of-way to enable

the disposal of dredged or excavated material; the investigations to identify the existence and extent of hazardous substances in accordance with Article XIV.A. of this Agreement; historic preservation activities in accordance with Article XVII of this Agreement; the Government's cost projections; final inspection of the entire *Project* or *functional portions of the Project*; preparation of the proposed OMRR&R Manual; anticipated requirements and needed capabilities for performance of operation, maintenance, repair, rehabilitation, and replacement of the *Project* including issuance of permits; and other matters related to the *Project*. This oversight of the *Project* shall be consistent with a project management plan developed by the Government after consultation with the Non-Federal Sponsors.

D. The Project Coordination Team may make recommendations to the District Engineer on matters related to the *Project* that the Project Coordination Team generally oversees, including suggestions to avoid potential sources of dispute. The Government in good faith shall consider the recommendations of the Project Coordination Team. The Government, having the legal authority and responsibility for construction of the *Project*, has the discretion to accept or reject, in whole or in part, the Project Coordination Team's recommendations.

E. The Non-Federal Sponsors' costs of participation in the Project Coordination Team shall be included in *total project costs* and shared in accordance with the provisions of this Agreement, subject to an audit in accordance with Article X.C. of this Agreement to determine reasonableness, allocability, and allowability of such costs. The Government's costs of participation in the Project Coordination Team shall be included in *total project costs* and shared in accordance with the provisions of this Agreement.

ARTICLE VI - METHOD OF PAYMENT

A. In accordance with the provisions of this paragraph, the Government shall maintain current records and provide to the Non-Federal Sponsors current projections of costs, financial obligations, contributions provided by the parties, the value included in *total project costs* for lands, easements, rights-of-way, *relocations*, and improvements required on lands, easements, and rights-of-way to enable the disposal of dredged or excavated material determined in accordance with Article IV of this Agreement.

1. As of the effective date of this Agreement, *total project costs* are projected to be \$92,500,000; the Non-Federal Sponsors' contribution of funds required by Article II.B.1. of this Agreement is projected to be \$4,625,000; the Non-Federal Sponsors' contribution of funds required by Article II.B.3. of this Agreement is projected to be \$24,317,000; the *non-Federal proportionate share* is projected to be 32.5 percent; the Non-Federal Sponsors' contribution of funds required by Article XVII.B.3. of this Agreement is projected to be \$0.00; the value included in *total project costs* for lands, easements, rights-of-way, *relocations*, and improvements required on lands, easements, and rights-of-way to enable the disposal of dredged or excavated material determined in accordance with Article IV of this Agreement is projected to be \$3,433,000; and the Government's total financial obligations for the additional work to be incurred and the Non-Federal Sponsors' contribution of funds for such costs required by Article II.G. of this Agreement are projected to be \$0.00. These amounts and percentage are estimates

subject to adjustment by the Government, after consultation with the Non-Federal Sponsor, and are not to be construed as the total financial responsibilities of the Government and the Non-Federal Sponsors.

2. By November 1, 2010 and by each quarterly anniversary thereof until the conclusion of the *period of construction* and resolution of all relevant claims and appeals and eminent domain proceedings, the Government shall provide the Non-Federal Sponsors with a report setting forth all contributions provided to date and the current projections of the following: *total project costs*; the Non-Federal Sponsors' contribution of funds required by Article II.B.1. of this Agreement; the Non-Federal Sponsors' contribution of funds required by Article II.B.3. of this Agreement; the *non-Federal proportionate share*; the Non-Federal Sponsors' total contribution of funds required by Article XVII.B.3. of this Agreement; the total contribution of funds required from the Non-Federal Sponsor for the upcoming *fiscal year*; the portion of the contribution of funds required by Article II.B.3. of this Agreement delayed and the applicable interest; the maximum amount determined in accordance with Article XX of this Agreement; the value included in *total project costs* for lands, easements, rights-of-way, *relocations*, and improvements required on lands, easements, and rights-of-way to enable the disposal of dredged or excavated material determined in accordance with Article IV of this Agreement; and the Government's total financial obligations for additional work incurred and the Non-Federal Sponsors' contribution of funds for such costs required by Article II.G. of this Agreement.

B. The Non-Federal Sponsors shall provide the contributions of funds required by Article II.B.1., Article II.B.3., and Article XVII.B.3. of this Agreement in accordance with the provisions of this paragraph.

1. Not less than 60 calendar days prior to the scheduled date for issuance of the solicitation for the first contract for construction of the *Project* or the scheduled date for commencement of construction of the *Project* using the Government's own forces, the Government shall notify the Non-Federal Sponsors in writing of such scheduled date and of the funds the Government determines to be required from the Non-Federal Sponsors, and the Non-Federal Sponsors shall provide such funds in accordance with the provisions of this paragraph.

a. The Government shall determine the funds to be required from the Non-Federal Sponsors, after consideration of any cash contribution provided by a non-Federal interest pursuant to the terms of the Design Agreement, to meet: (a) the projected *non-Federal proportionate share related to Article II.B.1. of financial obligations for construction* to be incurred in the first quarter; or, if use of a continuing contract has been approved pursuant to Federal laws, regulations, and policies, the projected *non-Federal proportionate share related to Article II.B.1. of financial obligations for construction* through the first quarter and (b) the Non-Federal Sponsor's share of the projected financial obligations for data recovery activities associated with historic preservation pursuant to Article XVII.B.3. of this Agreement to be incurred in the first quarter; or, if use of a continuing contract has been approved pursuant to Federal laws, regulations, and policies, the Non-Federal Sponsor's share of the projected financial obligations for data recovery activities associated with historic preservation pursuant to Article XVII.B.3. of this Agreement through the first quarter. Not later than such scheduled date, the Non-Federal Sponsors shall provide the Government with the full amount of such

required funds by delivering a check payable to “FAO, USAED, Sacramento District L2” to the District Engineer, or verifying to the satisfaction of the Government that the Non-Federal Sponsors have deposited such required funds in an escrow or other account acceptable to the Government, with interest accruing to the Non-Federal Sponsors, or by presenting the Government with an irrevocable letter of credit acceptable to the Government for such required funds, or by providing an Electronic Funds Transfer of such required funds in accordance with procedures established by the Government.

b. The Government shall determine the funds to be required from the Non-Federal Sponsors, after consideration of any cash contribution provided by a non-Federal interest pursuant to the terms of the Design Agreement, to meet: (a) the *non-Federal proportionate share related to Article II.B.3. of financial obligations for construction* incurred prior to the commencement of the *period of construction* and (b) the projected *non-Federal proportionate share related to Article II.B.3. of financial obligations for construction* to be incurred in the first *fiscal year* or, if use of a continuing contract has been approved pursuant to Federal laws, regulations, and policies, the projected *non-Federal proportionate share related to Article II.B.3. of financial obligations for construction* through the first *fiscal year*; and (c) the applicable interest calculated in accordance with paragraph B.1.c. of this Article. Not later than the first anniversary of the date the Government awards the first contract for construction of the *Project* or the date of commencement of construction of the *Project* using the Government’s own forces, the Non-Federal Sponsors shall provide the Government with the full amount of such required funds through any of the payment mechanisms specified in paragraph B.1.a. of this Article.

c. The interest payment required by paragraph B.1.b. of this Article shall be calculated on the amount of *non-Federal proportionate share related to Article II.B.3. of financial obligations for construction* required by paragraph B.1.b. of this Article for a period of six months, using an interest rate determined by the Secretary of the Treasury, taking into consideration the average market yields on outstanding marketable obligations of the United States with remaining periods of maturity comparable to six months during the month preceding the *fiscal year* in which the Government awards the first contract for construction of the *Project* or commences construction of the *Project* using the Government’s own forces, plus a premium of one-eighth of one percentage point for transaction costs.

2. Thereafter, until the construction of the *Project* is complete, the Government shall notify the Non-Federal Sponsors in writing of the funds the Government determines to be required from the Non-Federal Sponsors, and the Non-Federal Sponsors shall provide such funds in accordance with the provisions of this paragraph.

a. Where the Government will use a continuing contract approved pursuant to Federal laws, regulations, and policies to make *financial obligations for construction* of the *Project* or financial obligations for data recovery activities associated with historic preservation pursuant to Article XVII.B.3. of this Agreement, the Government shall notify the Non-Federal Sponsors in writing, no later than 60 calendar days prior to the beginning of each quarter in which the Government projects that it will make such financial obligations, of the funds the Government determines to be required from the Non-Federal Sponsors, after consideration of any contributions provided by a non-Federal interest pursuant to the terms of the

Design Agreement, to meet: (a) the projected *non-Federal proportionate share of financial obligations for construction* for that quarter for such continuing contract and (b) the Non-Federal Sponsors' share of the projected financial obligations for data recovery activities associated with historic preservation pursuant to Article XVII.B.3. of this Agreement for that quarter for such continuing contract. No later than 30 calendar days prior to the beginning of that quarter, the Non-Federal Sponsors shall make the full amount of such required funds for that quarter available to the Government through any of the payment mechanisms specified in paragraph B.1.a. of this Article.

b. For each contract for the *Project* where the Government will not use a continuing contract to make *financial obligations for construction* or financial obligations for data recovery activities associated with historic preservation pursuant to Article XVII.B.3. of this Agreement, the Government shall notify the Non-Federal Sponsors in writing, no later than 60 calendar days prior to the scheduled date for issuance of the solicitation for such contract, of the funds the Government determines to be required from the Non-Federal Sponsors, after consideration of any contributions provided by a non-Federal interest pursuant to the terms of the Design Agreement, to meet: (a) the projected *non-Federal proportionate share of financial obligations for construction* to be incurred for such contract and (b) the Non-Federal Sponsors' share of the projected financial obligations for data recovery activities associated with historic preservation pursuant to Article XVII.B.3. of this Agreement to be incurred for such contract. No later than such scheduled date, the Non-Federal Sponsors shall make the full amount of such required funds available to the Government through any of the payment mechanisms specified in paragraph B.1.a. of this Article.

c. Where the Government projects that it will make *financial obligations for construction* of the *Project* using the Government's own forces or financial obligations for data recovery activities associated with historic preservation pursuant to Article XVII.B.3. of this Agreement using the Government's own forces, the Government shall notify the Non-Federal Sponsors in writing, no later than 60 calendar days prior to the beginning of each quarter in which the Government projects that it will make such financial obligations, of the funds the Government determines to be required from the Non-Federal Sponsors, after consideration of any contributions provided by a non-Federal interest pursuant to the terms of the Design Agreement, to meet: (a) the projected *non-Federal proportionate share of financial obligations for construction* using the Government's own forces for that quarter and (b) the Non-Federal Sponsors' share of the projected financial obligations for data recovery activities associated with historic preservation pursuant to Article XVII.B.3. of this Agreement using the Government's own forces for that quarter. No later than 30 calendar days prior to the beginning of that quarter, the Non-Federal Sponsors shall make the full amount of such required funds for that quarter available to the Government through any of the payment mechanisms specified in paragraph B.1.a. of this Article.

3. The Government shall draw from the funds provided by the Non-Federal Sponsors such sums as the Government deems necessary, after consideration of any contributions provided by a non-Federal interest pursuant to the terms of the Design Agreement, to cover: (a) the *non-Federal proportionate share of financial obligations for construction* incurred prior to the commencement of the *period of construction*; (b) the *non-*

Federal proportionate share of financial obligations for construction as financial obligations for construction are incurred; and (c) the Non-Federal Sponsors' share of financial obligations for data recovery activities associated with historic preservation pursuant to Article XVII.B.3. of this Agreement as those financial obligations are incurred. If at any time the Government determines that additional funds will be needed from the Non-Federal Sponsors to cover the Non-Federal Sponsors' share of such financial obligations in the current quarter, the Government shall notify the Non-Federal Sponsors in writing of the additional funds required and provide an explanation of why additional funds are required. Within 60 calendar days from receipt of such notice, the Non-Federal Sponsors shall provide the Government with the full amount of such additional required funds through any of the payment mechanisms specified in paragraph B.1.a. of this Article.

C. Upon conclusion of the *period of construction* and resolution of all relevant claims and appeals and eminent domain proceedings, the Government shall conduct a final accounting and furnish the Non-Federal Sponsors with written notice of the results of such final accounting. If outstanding relevant claims and appeals or eminent domain proceedings prevent a final accounting from being conducted in a timely manner, the Government shall conduct an interim accounting and furnish the Non-Federal Sponsors with written notice of the results of such interim accounting. Once all outstanding relevant claims and appeals and eminent domain proceedings are resolved, the Government shall amend the interim accounting to complete the final accounting and furnish the Non-Federal Sponsors with written notice of the results of such final accounting. The interim or final accounting, as applicable, shall determine *total project costs* and the costs of any data recovery activities associated with historic preservation. In addition, for each set of costs, the interim or final accounting, as applicable, shall determine each party's required share thereof, and each party's total contributions thereto as of the date of such accounting.

1. Should the interim or final accounting, as applicable, show that the Non-Federal Sponsors' total required shares of *total project costs* and the costs of any data recovery activities associated with historic preservation exceed the Non-Federal Sponsors' total contributions provided thereto, the Non-Federal Sponsors, no later than 90 calendar days after receipt of written notice from the Government, shall make a payment to the Government in an amount equal to the difference by delivering a check payable to "FAO, USAED, Sacramento District L2" to the District Engineer or by providing an Electronic Funds Transfer in accordance with procedures established by the Government.

2. Should the interim or final accounting, as applicable, show that the total contributions provided by the Non-Federal Sponsors for *total project costs* and the costs of any data recovery activities associated with historic preservation exceed the Non-Federal Sponsors' total required shares thereof, the Government, subject to the availability of funds, shall refund or reimburse the excess amount to the Non-Federal Sponsors within 90 calendar days of the date of completion of such accounting. However, the Non-Federal Sponsors shall not be entitled to any refund of the 5 percent cash contribution required pursuant to Article II.B.1. of this Agreement. In the event the Non-Federal Sponsors are due a refund or reimbursement and funds are not available to refund or reimburse the excess amount to the Non-Federal Sponsors, the Government shall seek such appropriations as are necessary to make the refund or reimbursement.

D. The Non-Federal Sponsors shall provide the contribution of funds required by Article II.G. of this Agreement for additional work in accordance with the provisions of this paragraph.

1. Not less than 60 calendar days prior to the scheduled date for the first financial obligation for additional work, the Government shall notify the Non-Federal Sponsors in writing of such scheduled date and of the full amount of funds the Government determines to be required from the Non-Federal Sponsors to cover the costs of the additional work. No later than 30 calendar days prior to the Government incurring any financial obligation for additional work, the Non-Federal Sponsors shall provide the Government with the full amount of the funds required to cover the costs of such additional work through any of the payment mechanisms specified in paragraph B.1.a. of this Article.

2. The Government shall draw from the funds provided by the Non-Federal Sponsors such sums as the Government deems necessary to cover the Government's financial obligations for such additional work as they are incurred. If at any time the Government determines that the Non-Federal Sponsors must provide additional funds to pay for such additional work, the Government shall notify the Non-Federal Sponsors in writing of the additional funds required and provide an explanation of why additional funds are required. Within 30 calendar days from receipt of such notice, the Non-Federal Sponsors shall provide the Government with the full amount of such additional required funds through any of the payment mechanisms specified in paragraph B.1.a. of this Article.

3. At the time the Government conducts the interim or final accounting, as applicable, the Government shall conduct an accounting of the Government's financial obligations for additional work incurred and furnish the Non-Federal Sponsors with written notice of the results of such accounting. If outstanding relevant claims and appeals or eminent domain proceedings prevent a final accounting of additional work from being conducted in a timely manner, the Government shall conduct an interim accounting of additional work and furnish the Non-Federal Sponsors with written notice of the results of such interim accounting. Once all outstanding relevant claims and appeals and eminent domain proceedings are resolved, the Government shall amend the interim accounting of additional work to complete the final accounting of additional work and furnish the Non-Federal Sponsors with written notice of the results of such final accounting. Such interim or final accounting, as applicable, shall determine the Government's total financial obligations for additional work and the Non-Federal Sponsors' contribution of funds provided thereto as of the date of such accounting.

a. Should the interim or final accounting, as applicable, show that the total obligations for additional work exceed the total contribution of funds provided by the Non-Federal Sponsors for such additional work, the Non-Federal Sponsors, no later than 90 calendar days after receipt of written notice from the Government, shall make a payment to the Government in an amount equal to the difference by delivering a check payable to "FAO, USAED, Sacramento District L2" to the District Engineer or by providing an Electronic Funds Transfer in accordance with procedures established by the Government.

b. Should the interim or final accounting, as applicable, show that the total contribution of funds provided by the Non-Federal Sponsors for additional work exceeds the total obligations for such additional work, the Government, subject to the availability of funds, shall refund the excess amount to the Non-Federal Sponsors within 90 calendar days of the date of completion of such accounting. In the event the Non-Federal Sponsors are due a refund and funds are not available to refund the excess amount to the Non-Federal Sponsors, the Government shall seek such appropriations as are necessary to make the refund.

ARTICLE VII - DISPUTE RESOLUTION

As a condition precedent to a party bringing any suit for breach of this Agreement, that party must first notify the other party in writing of the nature of the purported breach and seek in good faith to resolve the dispute through negotiation. If the parties cannot resolve the dispute through negotiation, they may agree to a mutually acceptable method of non-binding alternative dispute resolution with a qualified third party acceptable to both parties. Each party shall pay an equal share of any costs for the services provided by such a third party as such costs are incurred. The existence of a dispute shall not excuse the parties from performance pursuant to this Agreement.

ARTICLE VIII - OPERATION, MAINTENANCE, REPAIR, REHABILITATION, AND REPLACEMENT (OMRR&R)

A. Upon receipt of the notification from the District Engineer in accordance with Article II.C. of this Agreement and for so long as the *Project* remains authorized, the Non-Federal Sponsors, pursuant to Article II.D. of this Agreement, shall operate, maintain, repair, rehabilitate, and replace the entire *Project* or *functional portion of the Project*, at no cost to the Government. The Non-Federal Sponsors shall conduct their operation, maintenance, repair, rehabilitation, and replacement responsibilities in a manner compatible with the *Project's* authorized purposes and in accordance with applicable Federal and State laws as provided in Article XI of this Agreement and specific directions prescribed by the Government in the interim or final OMRR&R Manual and any subsequent amendments thereto.

B. The Non-Federal Sponsors hereby give the Government a right to enter, at reasonable times and in a reasonable manner, upon property that the Non-Federal Sponsors now or hereafter own or control for access to the *Project* for the purpose of inspection and, if necessary, for the purpose of completing, operating, maintaining, repairing, rehabilitating, or replacing the *Project*. If an inspection shows that the Non-Federal Sponsors for any reason are failing to perform their obligations under this Agreement, the Government shall send a written notice describing the non-performance to the Non-Federal Sponsors. If, after 30 calendar days from receipt of such written notice by the Government, the Non-Federal Sponsors continue to fail to perform, then the Government shall have the right to enter, at reasonable times and in a reasonable manner, upon property that the Non-Federal Sponsors now or hereafter own or control for the purpose of completing, operating, maintaining, repairing, rehabilitating, or replacing the *Project*. No completion, operation, maintenance, repair, rehabilitation, or replacement by the Government shall

relieve the Non-Federal Sponsors of responsibility to meet the Non-Federal Sponsors' obligations as set forth in this Agreement, or to preclude the Government from pursuing any other remedy at law or equity to ensure faithful performance pursuant to this Agreement.

ARTICLE IX – HOLD AND SAVE

Subject to the provisions of Article XXI of this Agreement, the Non-Federal Sponsors shall hold and save the Government free from all damages arising from construction, operation, maintenance, repair, rehabilitation, and replacement of the *Project* and any *betterments*, except for damages due to the fault or negligence of the Government or its contractors.

ARTICLE X - MAINTENANCE OF RECORDS AND AUDIT

A. Not later than 60 calendar days after the effective date of this Agreement, the Government and the Non-Federal Sponsors shall develop procedures for keeping books, records, documents, or other evidence pertaining to costs and expenses incurred pursuant to this Agreement. These procedures shall incorporate, and apply as appropriate, the standards for financial management systems set forth in the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments at 32 C.F.R. Section 33.20. The Government and the Non-Federal Sponsors shall maintain such books, records, documents, or other evidence in accordance with these procedures and for a minimum of three years after completion of the accounting for which such books, records, documents, or other evidence were required. To the extent permitted under applicable Federal laws and regulations, the Government and the Non-Federal Sponsors shall each allow the other to inspect such books, records, documents, or other evidence.

B. In accordance with 32 C.F.R. Section 33.26, the Non-Federal Sponsors are responsible for complying with the Single Audit Act Amendments of 1996 (31 U.S.C. 7501-7507), as implemented by Office of Management and Budget (OMB) Circular No. A-133 and Department of Defense Directive 7600.10. Upon request of the Non-Federal Sponsors and to the extent permitted under applicable Federal laws and regulations, the Government shall provide to the Non-Federal Sponsors and independent auditors any information necessary to enable an audit of the Non-Federal Sponsors' activities under this Agreement. The costs of any non-Federal audits performed in accordance with this paragraph shall be allocated in accordance with the provisions of OMB Circulars A-87 and A-133, and such costs as are allocated to the *Project* shall be included in *total project costs* and shared in accordance with the provisions of this Agreement.

C. In accordance with 31 U.S.C. 7503, the Government may conduct audits in addition to any audit that the Non-Federal Sponsors are required to conduct under the Single Audit Act Amendments of 1996. Any such Government audits shall be conducted in accordance with Government Auditing Standards and the cost principles in OMB Circular No. A-87 and other applicable cost principles and regulations. The costs of Government audits performed in accordance with this paragraph shall be included in *total project costs* and shared in accordance with the provisions of this Agreement.

ARTICLE XI - FEDERAL AND STATE LAWS

In the exercise of their respective rights and obligations under this Agreement, the Non-Federal Sponsors and the Government shall comply with all applicable Federal and State laws and regulations, including, but not limited to: Section 601 of the Civil Rights Act of 1964, Public Law 88-352 (42 U.S.C. 2000d) and Department of Defense Directive 5500.11 issued pursuant thereto; Army Regulation 600-7, entitled "Nondiscrimination on the Basis of Handicap in Programs and Activities Assisted or Conducted by the Department of the Army"; and all applicable Federal labor standards requirements including, but not limited to, 40 U.S.C. 3141-3148 and 40 U.S.C. 3701-3708 (revising, codifying and enacting without substantive change the provisions of the Davis-Bacon Act (formerly 40 U.S.C. 276a *et seq.*), the Contract Work Hours and Safety Standards Act (formerly 40 U.S.C. 327 *et seq.*) and the Copeland Anti-Kickback Act (formerly 40 U.S.C. 276c)).

ARTICLE XII - RELATIONSHIP OF PARTIES

A. In the exercise of their respective rights and obligations under this Agreement, the Government and the Non-Federal Sponsors each act in an independent capacity, and neither is to be considered the officer, agent, or employee of the other.

B. In the exercise of its rights and obligations under this Agreement, neither party shall provide, without the consent of the other party, any contractor with a release that waives or purports to waive any rights the other party may have to seek relief or redress against that contractor either pursuant to any cause of action that the other party may have or for violation of any law.

ARTICLE XIII - TERMINATION OR SUSPENSION

A. If at any time the Non-Federal Sponsors fail to fulfill their obligations under this Agreement, the Assistant Secretary of the Army (Civil Works) shall terminate this Agreement or suspend future performance under this Agreement unless he determines that continuation of work on the *Project* is in the interest of the United States or is necessary in order to satisfy agreements with any other non-Federal interests in connection with the *Project*.

B. In the event the Government projects that the amount of Federal funds the Government will make available to the *Project* through the then-current *fiscal year*, or the amount of Federal funds the Government will make available for the *Project* through the upcoming *fiscal year*, is not sufficient to meet the Federal share of *total project costs* and the Federal share of costs for data recovery activities associated with historic preservation in accordance with Article XVII.B.2. and Article XVII.B.3. of this Agreement that the Government projects to be incurred through the then-current or upcoming *fiscal year*, as applicable, the Government shall notify the Non-Federal Sponsors in writing of such insufficiency of funds and of the date the Government projects that the Federal funds that will have been made available to

the *Project* will be exhausted. Upon the exhaustion of Federal funds made available by the Government to the *Project*, future performance under this Agreement shall be suspended. Such suspension shall remain in effect until such time that the Government notifies the Non-Federal Sponsors in writing that sufficient Federal funds are available to meet the Federal share of *total project costs* and the Federal share of costs for data recovery activities associated with historic preservation in accordance with Article XVII.B.2. and Article XVII.B.3. of this Agreement the Government projects to be incurred through the then-current or upcoming *fiscal year*, or the Government or the Non-Federal Sponsors elects to terminate this Agreement.

C. In the event that the Government and the Non-Federal Sponsors determine to suspend future performance under this Agreement in accordance with Article XIV.C. of this Agreement, such suspension shall remain in effect until the Government and the Non-Federal Sponsors agree to proceed or to terminate this Agreement. In the event that the Government suspends future performance under this Agreement in accordance with Article XIV.C. of this Agreement due to failure to reach agreement with the Non-Federal Sponsors on whether to proceed or to terminate this Agreement, or the failure of the Non-Federal Sponsors to provide funds to pay for cleanup and response costs or to otherwise discharge the Non-Federal Sponsors' responsibilities under Article XIV.C. of this Agreement, such suspension shall remain in effect until: 1) the Government and Non-Federal Sponsors reach agreement on how to proceed or to terminate this Agreement; 2) the Non-Federal Sponsors provide funds necessary to pay for cleanup and response costs and otherwise discharges their responsibilities under Article XIV.C. of this Agreement; 3) the Government continues work on the *Project*; or 4) the Government terminates this Agreement in accordance with the provisions of Article XIV.C. of this Agreement.

D. In the event that this Agreement is terminated pursuant to this Article or Article XIV.C. of this Agreement, both parties shall conclude their activities relating to the *Project* and conduct an accounting in accordance with Article VI.C. of this Agreement. To provide for this eventuality, the Government may reserve a percentage of total Federal funds made available for the *Project* and an equal percentage of the total funds contributed by the Non-Federal Sponsors in accordance with Article II.B.1., Article II.B.3., and Article XVII.B.3. of this Agreement as a contingency to pay costs of termination, including any costs of resolution of contract claims and contract modifications.

E. Any termination of this Agreement or suspension of future performance under this Agreement in accordance with this Article or Article XIV.C. of this Agreement shall not relieve the parties of liability for any obligation previously incurred. Any delinquent payment owed by the Non-Federal Sponsors shall be charged interest at a rate, to be determined by the Secretary of the Treasury, equal to 150 per centum of the average bond equivalent rate of the 13 week Treasury bills auctioned immediately prior to the date on which such payment became delinquent, or auctioned immediately prior to the beginning of each additional 3 month period if the period of delinquency exceeds 3 months.

ARTICLE XIV - HAZARDOUS SUBSTANCES

A. After execution of this Agreement and upon direction by the District Engineer, the Non-Federal Sponsors shall perform, or ensure performance of, any investigations for hazardous substances that the Government or the Non-Federal Sponsor determines to be necessary to identify the existence and extent of any hazardous substances regulated under the Comprehensive Environmental Response, Compensation, and Liability Act (hereinafter "CERCLA") (42 U.S.C. 9601-9675), that may exist in, on, or under lands, easements, and rights-of-way that the Government determines, pursuant to Article III of this Agreement, to be required for construction, operation, and maintenance of the *Project*. However, for lands, easements, and rights-of-way that the Government determines to be subject to the navigation servitude, only the Government shall perform such investigations unless the District Engineer provides the Non-Federal Sponsors with prior specific written direction, in which case the Non-Federal Sponsors shall perform such investigations in accordance with such written direction.

1. All actual costs incurred by the Non-Federal Sponsors for such investigations for hazardous substances shall be included in *total project costs* and shared in accordance with the provisions of this Agreement, subject to an audit in accordance with Article X.C. of this Agreement to determine reasonableness, allocability, and allowability of such costs.

2. All actual costs incurred by the Government for such investigations for hazardous substances shall be included in *total project costs* and shared in accordance with the provisions of this Agreement.

B. In the event it is discovered through any investigation for hazardous substances or other means that hazardous substances regulated under CERCLA exist in, on, or under any lands, easements, or rights-of-way that the Government determines, pursuant to Article III of this Agreement, to be required for construction, operation, and maintenance of the *Project*, the Non-Federal Sponsors and the Government, in addition to providing any other notice required by applicable law, shall provide prompt written notice to each other, and the Non-Federal Sponsors shall not proceed with the acquisition of the real property interests until the parties agree that the Non-Federal Sponsors should proceed.

C. The Government and the Non-Federal Sponsors shall determine whether to initiate construction of the *Project*, or, if already in construction, whether to continue with construction of the *Project*, suspend future performance under this Agreement, or terminate this Agreement for the convenience of the Government, in any case where hazardous substances regulated under CERCLA are found to exist in, on, or under any lands, easements, or rights-of-way that the Government determines, pursuant to Article III of this Agreement, to be required for construction, operation, and maintenance of the *Project*. Should the Government and the Non-Federal Sponsors determine to initiate or continue with construction of the *Project* after considering any liability that may arise under CERCLA, the Non-Federal Sponsors shall be responsible, as between the Government and the Non-Federal Sponsors, for the costs of cleanup and response, including the costs of any studies and investigations necessary to determine an appropriate response to the contamination. Such costs

shall not be considered a part of *total project costs*. In the event the Non-Federal Sponsors do not reach agreement with the Government on whether to proceed or to terminate this Agreement under this paragraph, or fail to provide any funds necessary to pay for cleanup and response costs or to otherwise discharge the Non-Federal Sponsors' responsibilities under this paragraph upon direction by the Government, the Government, in its sole discretion, may either terminate this Agreement for the convenience of the Government, suspend future performance under this Agreement, or continue work on the *Project*.

D. The Non-Federal Sponsors and the Government shall consult with each other in accordance with Article V of this Agreement in an effort to ensure that responsible parties bear any necessary cleanup and response costs as defined in CERCLA. Any decision made pursuant to paragraph C. of this Article shall not relieve any third party from any liability that may arise under CERCLA.

E. As between the Government and the Non-Federal Sponsors, the Non-Federal Sponsors shall be considered the operator of the *Project* for purposes of CERCLA liability. To the maximum extent practicable, the Non-Federal Sponsors shall operate, maintain, repair, rehabilitate, and replace the *Project* in a manner that will not cause liability to arise under CERCLA.

ARTICLE XV - NOTICES

A. Any notice, request, demand, or other communication required or permitted to be given under this Agreement shall be deemed to have been duly given if in writing and delivered personally or sent by telegram or mailed by first-class, registered, or certified mail, as follows:

If to the Non-Federal Sponsors:

President of the Board
State of California
The Central Valley Flood Control Board
3310 El Camino Ave., Suite LL40
Sacramento, California 95825

President of the Board
Marysville Levee Commission, California
P.O. Box 150
Marysville, California 95901

If to the Government:

District Engineer
Sacramento District
U.S. Army Corps of Engineers
1325 J Street
Sacramento, California 95814-2922

B. A party may change the address to which such communications are to be directed by giving written notice to the other party in the manner provided in this Article.

C. Any notice, request, demand, or other communication made pursuant to this Article shall be deemed to have been received by the addressee at the earlier of such time as it is actually received or seven calendar days after it is mailed.

ARTICLE XVI - CONFIDENTIALITY

To the extent permitted by the laws governing each party, the parties agree to maintain the confidentiality of exchanged information when requested to do so by the providing party.

ARTICLE XVII - HISTORIC PRESERVATION

A. The Government, as it determines necessary for the *Project*, shall perform any identification, survey, or evaluation of historic properties. Any costs incurred by the Government for such work shall be included in *total project costs* and shared in accordance with the provisions of this Agreement.

B. The Government, as it determines necessary for the *Project*, shall perform or ensure the performance of any mitigation activities or actions for historic properties or that are otherwise associated with historic preservation including data recovery activities.

1. Any costs incurred by the Government for such mitigation activities, except for data recovery activities associated with historic preservation, shall be included in *total project costs* and shared in accordance with the provisions of this Agreement.

2. As specified in Section 7(a) of Public Law 86-523, as amended by Public Law 93-291 (16 U.S.C. 469c(a)), the costs of data recovery activities associated with historic preservation shall be borne entirely by the Government and shall not be included in *total project costs*, up to the statutory limit of one percent of the total amount authorized to be appropriated to the Government for the *Project*.

3. The Government shall not incur costs for data recovery activities associated with historic preservation that exceed the statutory one percent limit specified in paragraph B.2. of this Article unless and until the Assistant Secretary of the Army (Civil Works) has waived that limit and the Secretary of the Interior has concurred in the waiver in accordance with Section 208(3) of Public Law 96-515, as amended (16 U.S.C. 469c-2(3)). Any costs of data recovery activities associated with historic preservation that exceed the one percent limit shall not be included in *total project costs* but shall be shared between the Non-Federal Sponsors and the Government consistent with the minimum cost sharing requirements for flood risk management, as follows: 35 percent will be borne by the Non-Federal Sponsor and 65 percent will be borne by the Government.

C. If, during its performance of *relocations* or construction of improvements required on lands, easements, and rights-of-way to enable the disposal of dredged or excavated material in accordance with Article III of this Agreement, the Non-Federal Sponsors discover historic properties or other cultural resources that have not been evaluated by the Government pursuant to this Article, the Non-Federal Sponsors shall provide prompt written notice to the Government of such discovery. The Non-Federal Sponsors shall not proceed with performance of the *relocation* or construction of the improvement that is related to such discovery until the Government provides written notice to the Non-Federal Sponsors that they should proceed with such work.

ARTICLE XVIII - THIRD PARTY RIGHTS, BENEFITS, OR LIABILITIES

Nothing in this Agreement is intended, nor may be construed, to create any rights, confer any benefits, or relieve any liability, of any kind whatsoever in any third person not party to this Agreement.

ARTICLE XIX - NON-LIABILITY OF OFFICERS AND EMPLOYEES

No officer, agent, consultant, or employee of the Non-Federal Sponsors, nor any officer, agent, consultant, or employee of the Government, may be charged personally, or held liable, under the terms or provisions of this Agreement because of any breach, attempted breach, or alleged breach thereof, except as provided in Section 912(b) of the Water Resources Development Act of 1986, Public Law 99-662, as amended (42 U.S.C. 1962d-5b note), or other applicable law.

ARTICLE XX - SECTION 902 MAXIMUM COST OF PROJECT

A. The Non-Federal Sponsors understand that Section 902 of the Water Resources Development Act of 1986, Public Law 99-662, as amended (33 U.S.C. 2280) establishes the maximum amount of total costs for the Authorized Project, of which the *Project* is a separable element. On the effective date of this Agreement, the maximum amount of total costs for the Authorized Project, which is the sum of *total project costs* for the *Project* and the costs for all other separable elements of the Authorized Project, is estimated to be \$147,390,000 as calculated in accordance with Engineer Regulation 1105-2-100, using October 1, 2010 price levels, and including allowances for projected future inflation. The Government shall adjust such maximum amount of total costs for the Authorized Project, in accordance with Section 902 of the Water Resources Development Act of 1986, Public Law 99-662, as amended (33 U.S.C. 2280), when necessary.

B. Notwithstanding any other provision of this Agreement, the Government shall not incur a new financial obligation or expenditure for the *Project*, or include in *total project costs* for the *Project* any additional contribution provided by the Non-Federal Sponsors, if such obligation, expenditure or additional contribution would cause the sum of cumulative project costs for the *Project* and the cumulative costs for all other separable elements of the Authorized Project to exceed such maximum total costs for the Authorized Project, unless otherwise authorized by law.

ARTICLE XXI - OBLIGATIONS OF FUTURE APPROPRIATIONS

A. Nothing herein shall constitute, nor be deemed to constitute, an obligation of future appropriations by the Legislature of the State of California , where creating such an obligation would be inconsistent with Section 1 and Section 18 of Article XVI of the California Constitution.

B. The Non-Federal Sponsors intend to fulfill their obligations under this Agreement. The Non-Federal Sponsors shall include in their budget requests or otherwise propose appropriations of funds in amounts sufficient to fulfill these obligations for that year, and shall use all reasonable and lawful means to secure those appropriations. The Non-Federal Sponsors reasonably believe that funds in amounts sufficient to fulfill these obligations lawfully can and will be appropriated and made available for this purpose. In the event funds are not appropriated in amounts sufficient to fulfill these obligations, the Non-Federal Sponsors shall use their best efforts to satisfy any requirements for payments or contributions of funds under this Agreement from any other source of funds legally available for this purpose. Further, if the Non-Federal Sponsors are unable to fulfill these obligations, the Government may exercise any legal rights it has to protect the Government’s interests related to this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, which shall become effective upon the date it is signed by the Assistant Secretary of the Army (Civil Works).

DEPARTMENT OF THE ARMY
BY: *Jo-Ellen Darcy*
Jo-Ellen Darcy
Assistant Secretary of the Army
(Civil Works)

DATE: 21 Jul '10

THE STATE OF CALIFORNIA
BY: *Benjamin F. Carter*
Benjamin F. Carter
President of the Board
The Central Valley Flood Protection Board

DATE: 7/14/10

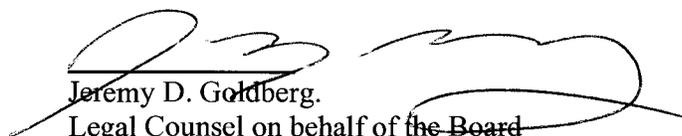
MARYSVILLE LEVEE DISTRICT, CALIFORNIA
BY: *Patrick H. Ajuria*
Patrick H. Ajuria
President of the Board
MARYSVILLE LEVEE COMMISSION

DATE: 7/6/2010

CERTIFICATE OF AUTHORITY

I, Jeremy D. Goldberg., do hereby certify that I am the principal legal officer for this project of the Central Valley Flood Protection Board ("Board"), acting on behalf of the State of California, that the Board is a legally constituted public body with full authority and legal capability to perform the terms of the Agreement between the Department of the Army, the State of California, The Central Valley Flood Protection Board, and the Marysville Levee District, California in connection with the Marysville Ring Levee Project (a separable element of the Yuba River Basin Project) and to pay damages, if necessary, in the event of the failure to perform in accordance with the terms of this Agreement, as required by Section 221 of the Flood Control Act of 1970, Public Law 91-611, as amended (42 U.S.C. 1962d-5b), and that the persons who have executed this Agreement on behalf of the State of California, through the Board have acted within their statutory authority.

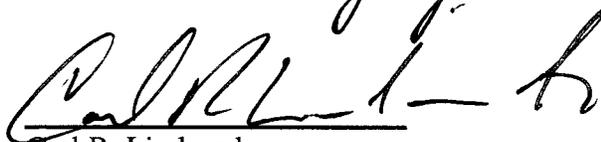
IN WITNESS WHEREOF, I have made and executed this certification this
13 day of July 2010.


Jeremy D. Goldberg.
Legal Counsel on behalf of the Board
State of California
Department of Water Resources

CERTIFICATE OF AUTHORITY

I, Carl R. Lindmark, do hereby certify that I am the principal legal officer of the Marysville Levee District, California, that the Marysville Levee District, California is a legally constituted public body with full authority and legal capability to perform the terms of the Agreement between the Department of the Army, the State of California, and the Marysville Levee District, California in connection with the Marysville Ring Levee Project (a separable element of the Yuba River Basin Project), and to pay damages, if necessary, in the event of the failure to perform in accordance with the terms of this Agreement, as required by Section 221 of the Flood Control Act of 1970, Public Law 91-611, as amended (42 U.S.C. 1962d-5b), and that the persons who have executed this Agreement on behalf of the Marysville Levee District, California have acted within their statutory authority.

IN WITNESS WHEREOF, I have made and executed this certification this
6th day of July 2010.



Carl R. Lindmark
Legal Counsel
Marysville Levee District, California

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.



Benjamin F. Carter
President of the Board
State of California
The Central Valley Flood Protection Board

DATE: 7/14/10

CERTIFICATION REGARDING LOBBYING

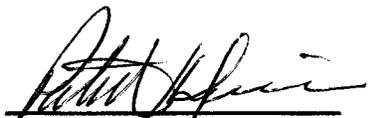
The undersigned certifies, to the best of his or her knowledge and belief that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.



Patrick H. Ajuria
President of the Board
Marysville Levee Commission

DATE: 7/6/2010