

LOCAL COOPERATION AGREEMENT
BETWEEN
THE CENTRAL VALLEY FLOOD PROTECTION BOARD OF THE STATE OF CALIFORNIA
AND
LAKE COUNTY WATERSHED PROTECTION DISTRICT
FOR THE
Middle Creek Flood Control Project Work

This Local Cooperation Agreement ("Agreement") is entered into by and between the Central Valley Flood Protection Board (Board) and **Lake County Watershed Protection District** (DISTRICT) on this _____ day of _____, **2025** in view of the following circumstances:

1. The Middle Creek Flood Control Project (MCFCP) was authorized by Congress and approved on September 3, 1954, and governed by local assurances as authorized and approved by the State of California; and
2. The State of California, Department of Water Resources (DWR) will implement the rehabilitation and replacement of pipe(s) located on State Plan of Flood Control (SPFC) facilities under the Deferred Maintenance Project pursuant to its authority under Control Section 6.10 of the Budget Act of 2016 (Public Resources Code Sections 5096.800 et seq.); for the purposes of this agreement, the "State" shall mean the Board and DWR.
3. Water Code Section 12642 states that in all cases where the Federal Government does not maintain and operate projects, it is the responsibility and duty of the county, city, state agency, or public district affected to maintain and operate flood control and other works, after completion, and hold and save the State and the United States free from damages.
4. The Board may approve issuance of an encroachment permit for the Project on the condition that DISTRICT provides the Board with the assurances specified in this Agreement that it will be responsible for operation and maintenance of the Project upon its completion; and will, as described below, hold and save the State, its representatives, officers, directors, employees, and other persons acting in its capacity on behalf of the State, as well as their successors and assigns, free and harmless from any and all claims and damages arising from the construction, operation, and maintenance of the Project.
5. DISTRICT has agreed to provide the aforementioned assurances specified in this Agreement to the Board.
6. DISTRICT has the power and authority to undertake all obligations required of DISTRICT in this Agreement to the Board.

NOW, THEREFORE, IT IS HEREBY AGREED:

SECTION I: Obligations of the Board and DISTRICT

- A. For purposes of this Agreement, the term "Project" shall mean levee pipe(s) rehabilitation work performed by the State under the Deferred Maintenance Project at locations within DISTRICT's jurisdiction, and initiated in 2025.
- B. The terms of this Agreement shall apply to all of the separate construction and mitigation contracts that may be awarded by the State for this Project. This Agreement shall be effective on the date it is executed by the parties.
- C. DISTRICT agrees to the following:
 - 1. To operate and maintain the Project, including, without limitation, eligible levee pipe(s) penetrations and related features constructed as part of the Project in accordance with the Project design specifications, environmental permits, environmental impact reports, regulations, and directions prescribed by the State all without any cost to the State. The duties of DISTRICT to operate and maintain all Project features shall be performed in a manner that does not diminish the flood protection afforded by or jeopardize the structural integrity of the Project or the MCFCP. The specific duties of the DISTRICT pursuant to this paragraph are described in Section II below.
 - 2. To hold and save the State, its representatives, officers, directors, employees, and other persons acting in their capacity on behalf of the State, as well as its successors and assigns, to the extent permitted by state law, free and harmless from any and all claims and damages arising from the construction, operation, or maintenance of the Project.
 - 3. To hold and save the State, its representatives, officers, directors, employees, including its attorneys and other persons, as well as its successors and assigns, to the extent permitted by state law, free and harmless from any and all claims or damages arising out of or in connection with the obligations herein assumed by DISTRICT, including any responsibility for claims or damages arising out of work performed by the State for which the State may be held liable.
 - 4. To indemnify the State, its representatives, officers, directors, employees and other persons acting in their capacity on behalf of the State, as well as the State's successors and assigns, against all claims, liabilities, charges, losses, expenses and costs including the State's attorneys' fees that may arise from any action or inaction of the State taken in conjunction with the Project except for any such expenses caused solely by the gross negligence or intentional acts of the State or its officers, agents and employees.
- D. DISTRICT shall inform landowners and other affected interests of the extent of protection afforded by the Project, using data provided by the Board, not less than once each year, if so requested in writing by the Board.

- E. DISTRICT agrees to mitigate, as otherwise required by law, for any environmental impacts of work performed by DISTRICT pursuant to Section I.C.1 of this Agreement without any costs to the State.

SECTION II: Obligations to Operate and Maintain

- A. Upon completion of the Project or any functional portion thereof as determined by the State, the Board shall turn the completed Project or functional portion thereof, over to DISTRICT. DISTRICT accepts responsibility for operation and maintenance of the completed Project or functional portion thereof in accordance with the then-applicable Operation and Maintenance Manual, to be provided to DISTRICT under this Section II.A., as required by Water Code sections 12642 and 12828 and Section I.C. of this Agreement.
- B. DISTRICT hereby gives the State the right to enter, at reasonable times and in a reasonable manner, upon land which it owns or controls for access to the Project for the purpose of: (i) constructing the repairs under the Project; (ii) performing any of their other obligations under this Agreement; (iii) conducting subsequent inspections to verify that the DISTRICT is complying with its obligations under this Agreement; and (iv) operating, maintaining, repairing, replacing, or rehabilitating any part of the Project
- C. Upon notification by the State, prior to or during construction of the Project, DISTRICT shall remove, alter, relocate, or reconstruct at no cost to the Board: any and all improvements owned or controlled by DISTRICT that are located on or affecting the Project site as may be determined necessary by the State in order to operate, maintain, repair, replace, or rehabilitate any part of the Project located at or accessible by the Project site in conjunction with operation, maintenance, repair, replacement, or rehabilitation of the Project, or to meet any other obligations under this Agreement; or if such improvements are damaged by any cause.
- D. If DISTRICT has failed or refused to perform the obligations set forth in this Agreement and that failure or refusal constitutes, in the opinion of the State, a threat to the continued ability of that functional portion of the Project to perform in a manner necessary to provide its designed level of flood protection or if DISTRICT fails or refuses to meet its obligations pursuant to this Agreement or the requirements of the manuals mentioned above, then the State may perform the necessary work either with their own forces or by contract. DISTRICT will reimburse the State for the costs of performing that work.
- E. In the event that vegetation is partially or completely damaged or removed by DISTRICT in the course of carrying out its obligations to operate and maintain the Project under this Agreement, DISTRICT shall mitigate for the damaged or removed vegetation in accordance with state laws and without cost to the State.

SECTION III: Disputes

Before any party to the Agreement may bring suit in any court concerning an issue relating to this Agreement, that party must first seek in good faith to resolve the issue through

negotiation or other forms of nonbinding alternative dispute resolution mutually acceptable to all parties.

SECTION IV: Compliance with State Law

In carrying out the provisions of this Agreement, DISTRICT agrees to comply with all applicable state laws and regulations.

SECTION V: Obligation of Future Appropriations

The parties agree that nothing herein shall constitute, or be deemed to constitute, an obligation of future appropriations by the Legislature of the State of California.

SECTION VI: Hazardous Substances

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

- A. That in the event that the State or DISTRICT discovers through an environmental investigation or other means that any lands, easements, or rights of way that have been acquired or provided for the Project contain hazardous substances regulated under Hazardous Substances Laws at levels requiring a response under those laws, the State or DISTRICT shall promptly notify each other of that discovery.
- B. That in the event hazardous substances regulated under Hazardous Substances Laws have been found at levels that would require a response under those laws if the Project was initiated upon lands, easements, or rights of way acquired or provided for the Project by the State, the State and DISTRICT shall determine whether to initiate construction of the Project, or if already in construction, whether to continue with the construction of the Project, or to terminate construction of the Project for the convenience of the State and DISTRICT. Should the State and DISTRICT determine to proceed or continue with the construction after considering any liability that may arise under Hazardous Substance Laws, DISTRICT shall be responsible, as between the State and DISTRICT, for any and all necessary clean up and response costs, to include the costs of any studies and investigations necessary to determine an appropriate response to the contamination. Such costs shall not be considered a part of the Project as defined in this Agreement. In the event that the State and DISTRICT elect to proceed with the construction, but that DISTRICT fails to provide any funds it has agreed to pay, and which are necessary to pay for clean up, and response costs or to otherwise discharge its obligations under this paragraph, the State may terminate or suspend work on the Project.
- C. In the event that the State and DISTRICT elect to continue with construction of the Project, DISTRICT shall consult with the State in order to ensure that responsible

persons under Hazardous Substances Laws ultimately bear all necessary response and cleanup costs as defined in Hazardous Substances Laws.

- D. That DISTRICT shall operate and maintain the Project in a manner that will control the intentional or negligent release or threatened release of hazardous substances regulated under Hazardous Substances Laws on lands necessary for Project construction, operation, or maintenance.
- E. That in the event that the State, its representatives, officers, directors, employees, and other persons acting in their capacity on behalf of the State, as well as its successors and assigns, are found to be liable under Hazardous Substances Laws for the release or threatened release of hazardous substances arising out of the operation and maintenance of the Project, then DISTRICT shall indemnify the State, its representatives, officers, directors, employees, and other persons acting in their capacity on behalf of the State, for any response or cleanup costs for which the State, its representatives, officers, directors, employees, and other persons acting in their capacity on behalf of the State, its successors and assigns, are found to be liable under Hazardous Substances Laws.
- F. No decision made or action taken pursuant to any provision of this Section of the Agreement shall relieve any responsible person from any liability that may arise under Hazardous Substances Laws, nor shall such decision or action be considered a waiver by the State or DISTRICT of any right to seek from any responsible person as defined by Hazardous Substances Laws the recovery, contribution of, or indemnification from costs incurred by the State or DISTRICT for response or cleanup activity required under Hazardous Substances Laws, nor shall such decision or action be considered a waiver by the State of any other right or remedy provided by law.
- G. As between DISTRICT and the State, DISTRICT shall be considered the operator of the Project for purposes of liability under Hazardous Substances Laws. This provision is not intended to alter the legal designation of operator, except as between the State and DISTRICT.

SECTION VII: Authorization for Delegation or Subcontracting

DISTRICT may delegate or subcontract its responsibilities under this Agreement to another public agency or firm. However, in performing the obligations called for in this Agreement, DISTRICT shall notify the Board if it retains, employs, or uses any such public agencies or firms. DISTRICT shall be responsible for all work to be performed under the contract, including any delegated work.

The Board shall have the right to ask that any services for this Agreement provided by any subcontractor be terminated if its performance is unsatisfactory.

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

SECTION VIII: Amendment

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

SECTION IX: Notices

All notices, requests, demands, and other communications required or permitted to be given under this Agreement shall be deemed to have been duly given if in writing and delivered personally or mailed by first class (postage pre-paid), registered, or certified mail, as follows:

Executive Officer
Central Valley Flood Protection Board
3310 El Camino Ave., Suite 170
Sacramento, CA 95821

Lake County Watershed Protection District
255 N. Forbes Street, Suite 309
Lakeport, CA 95453

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

Any notice, request, demand, or other communication made pursuant to this section shall be deemed to have been received by the addressee at such time as it is personally delivered or seven calendar days after it is mailed, as the case may be.

SECTION X: Severability

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

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

Central Valley Flood Protection Board

DISTRICT

By _____
Chris Lief
Executive Officer

By _____
[Name]
[Title]

Date: _____

Date: _____

Approved as to Legal Form
and Sufficiency:

Approved as to Legal Form
and Sufficiency:

Kanwarjit Dua, Board Counsel

[Name] Lloyd C. Guintivano
District Counsel

Date: _____

Date: June 4, 2025
