

**WORK AGREEMENT  
for  
Rehabilitation of Threatened Levee Conditions**

This Agreement is made and entered into by and between the **Department of Water Resources** of the State of California, hereinafter referred to as "Department," and **Reclamation District \_\_\_\_\_**, a political subdivision of the State of California, hereinafter referred to as "Local Agency."

WHEREAS, the CALFED Bay-Delta Program has identified as a core action the need for emergency levee management planning for Delta levees to improve system reliability; and

WHEREAS, even with active levee maintenance, the threat of Delta levee failures from earthquake, flood, or poor levee foundation, will continue to exist; and

WHEREAS, the emergency response provisions of AB360 are limited and may not provide funds sufficient enough to deal with all Delta emergency events; and

WHEREAS, Local Agency shall seek emergency assistance and comply with State and United States programs including but not limited to the California Emergency Services Act (Chapter 7 (commencing with Section 8550) of Division 1 of Title 2 of the Government Code) or the Natural Disaster Assistance Act (Chapter 7.5 (commencing with Section 8680) of Division 1 of Title 2 of the Government Code); and

WHEREAS, in addressing levee emergencies, Local Agency shall comply with the Standardized Emergency Management System (California Code of Regulations, Title 19, Division 2, Office of Emergency Services, Chapter 1, Article 24, Section 2403(a)); and

WHEREAS, Water Code Section 12994(b)(1)(A) identifies the amount of funds that may be expended each year on emergency levee work shall not be greater than two hundred thousand dollars (\$200,000) and the amount that may be expended per emergency levee site shall not be greater than fifty thousand dollars (\$50,000); and

WHEREAS, Local Agency shall fund 25 percent of the total costs of the emergency repair at a site or shall fund an appropriate share of the costs as approved by the Reclamation Board and based upon information of Local Agency's ability to pay for the repairs; and

WHEREAS, Water Code Section 12986(a)(3)(A) requires Department to seek cost-sharing with Local Agency, and Section 12994(b)(2)(A) allows emergency project

works to be undertaken by Local Agency pursuant to an agreement with Department;  
and

NOW, THEREFORE, IT IS HEREBY AGREED THAT:

1. This Agreement covers Department reimbursement and Local Agency cost-sharing obligations for immediate rehabilitation of threatened levee sites, located at \_\_\_\_, to reduce the probability of levee failure (hereafter referred to as Project).
2. Subject to the availability of funds pursuant to this Agreement, Local Agency shall be responsible for providing an engineering consultant(s) for the Project to direct and supervise construction measures to assure that all work is performed in a manner consistent with accepted construction practices.
3. Subject to the availability of funds pursuant to this Agreement, Local Agency shall be responsible for providing Local Agency forces and/or a construction contractor(s) to implement construction measures for the Project to reduce the probability of levee failure, as directed by Local Agency's engineering consultant(s).
4. Department shall review and approve the scope of all work to be performed pursuant to this Agreement prior to any costs being incurred by Local Agency.
5. The total amount payable by Department as reimbursement to Local Agency for all work under this agreement shall not exceed \$\_\_\_\_\_. No reimbursement shall be made for administrative services of Local Agency.
6. Local Agency shall fund 25 percent of the total costs of the emergency repair at a site or shall fund an appropriate share of the costs as approved by the Reclamation Board and based upon information of Local Agency's ability to pay for the repairs. Department maintains the right to perform an ability to pay study up to January 1, 2006, if Local Agency's financial situation significantly changes and to determine if cost sharing for the future or past projects is warranted.
7. Local Agency shall provide all access, easements, and rights of way. Local Agency will be eligible for reimbursement for relocations necessary to perform the work described in this Agreement based on the following criteria:
  - Any relocation costs associated with structures within an existing levee footprint will be reimbursed the same as other Project construction costs.
  - Any relocation costs associated with structures outside the existing levee footprint, but within the footprint of the rehabilitated levee or within the

construction work area, must be removed, relocated, or otherwise dealt with at the expense of Local Agency or the owner.

Where structures extend both through the existing levee and into the adjacent landside work area, an appropriate division of costs between the Project and Local Agency will be made before work begins.

8. If, during the performance of the work on the Project, unforeseen conditions are discovered or events occur outside the responsibilities of Department or Local Agency which make it clear that the costs of completing the work described in this Agreement may exceed the amount payable established in Article 5, Local Agency shall immediately notify Department and the parties shall consult with respect to the problem and may agree to amend the Agreement as appropriate. The total cost of the amended agreement may not exceed \$50,000.00.

9 No employee, officer, employer, or agent of Local Agency shall participate in the selection, or in the award or administration of a contract supported by State funds if a conflict of interest, real or apparent, would be involved. Department shall have the full authority to determine if a conflict of interest exists.

10. Where the work is performed under contract, Local Agency shall be responsible for compliance with competitive bidding and contract administration laws (Public Contract Code Part 3, Chapter 1, Article 60.5, Section 20920 through Section 20927; and Water Code Section 50907). Where construction work is performed other than by competitive bidding, Department shall reimburse Local Agency pursuant to the rates established by the Delta Levee Subventions Program. Department must receive a copy of the construction invoice before reimbursement of the construction contractor's costs will be made.

11. Local Agency must submit to Department itemized invoices in quintuplicate before reimbursement of costs under this Agreement will be made. Billing for work under this Agreement shall be accompanied by detailed reports of work completed. Department shall pay 90 percent of the costs determined to be costs eligible for reimbursement under this Agreement. The remaining 10 percent shall be paid following successful completion of all services to be performed under this Agreement. Department shall pay Local Agency no more frequently than monthly in arrears. Local Agency shall release payments to the consultant(s) and contractor(s) for work associated with this Agreement as directed by Department. Invoices shall reference title of this Agreement. Invoices shall be mailed to: Department of Water Resources, 3251 'S' Street, Sacramento, California 95816, Attention: Curt Schmutte.

12. Local Agency shall cooperate in the conduct of all inspections.

13. Local Agency shall maintain records and books relating to the costs and quantities of labor and materials used, purchased, or contracted for, in the

performance of this Agreement. Department shall have full and free access at all reasonable times to these books and records with the right at any time during office hours to make copies thereof. Department or the State Controller shall have the right to conduct audits of Local Agency's expenditures for the work done under this Agreement, the purpose of such audits being to assure that Subventions monies are being properly used, that payments are not being made under different assistance programs for the same work, and that Local Agency is seeking the best terms in its use of State funds. Local Agency shall cooperate fully in any such audit and shall maintain all receipts, accounting, books, invoices, and records pertaining to its levee work for a period of ten years after the work has been performed or the expenses therefore incurred.

14. As soon as is feasible after the Project, Local Agency shall submit a report to the Department describing the levee work, costs incurred, and plans for future work at the site, including any necessary mitigation.

15. Local Agency shall indemnify and hold harmless the State, its officers, agents, and employees. Local Agency shall indemnify, defend, and hold and save the Department, any other agency or department of the State and their employees, free from any and all liability for damages except that caused by gross negligence, that may arise out of the construction, operation and maintenance of the Project and this Agreement.

16. No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach, and no excuse of any condition or covenant shall be held to be an excuse of any other condition or covenant, or of the same condition or covenant at a subsequent time.

17. Local Agency agrees to operate, maintain and repair the completed Project pursuant to section 12316 of the Water Code.

18. Local Agency shall be responsible for all environmental compliance for the Project, and agrees to comply with all applicable federal, State and local laws and regulations, including any mitigation required pursuant to Section 12980 of the Water Code.

19. The following Articles shall survive termination of this Agreement: Article 5, Article 13, Article 14, Article 15, Article 17, Article 18, and Article 19.

20. The term of this Agreement shall be for 90 days from the date last signed below.

THE DEPARTMENT OF  
WATER RESOURCES

LOCAL AGENCY

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State of California

By \_\_\_\_\_  
Karl P. Winkler, Chief  
Central District

Date \_\_\_\_\_

By \_\_\_\_\_  
President  
Reclamation District

Date \_\_\_\_\_

By \_\_\_\_\_  
Trustee  
Reclamation District

Date \_\_\_\_\_

By \_\_\_\_\_  
Trustee  
Reclamation District

Date \_\_\_\_\_

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