

AMENDMENT NUMBER 1
TO THE
PROJECT COOPERATION AGREEMENT
BETWEEN
THE DEPARTMENT OF THE ARMY
AND
STATE OF CALIFORNIA, THE RECLAMATION BOARD
AND LOWER TULE RIVER IRRIGATION DISTRICT
FOR IMPROVEMENTS TO THE
SUCCESS DAM, TULE RIVER, CALIFORNIA
FOR
FLOOD CONTROL, AGRICULTURAL WATER SUPPLY STORAGE, AND
DAM SAFETY ASSURANCE

This Amendment Number 1 is entered into this 18th day of APRIL, 2019 by and between the Department of the Army (hereinafter the "Government"), represented by the District Commander for the Sacramento District and the State of California acting by and through the Central Valley Flood Protection Board, which was formerly known as the Reclamation Board, (hereinafter the "State"), represented by its Board President, and the Lower Tule River Irrigation District (hereinafter the "LTRID"), represented by its General Manager. The State and LTRID are hereinafter collectively referred to as the "Non-Federal Sponsors".

WITNESSETH, THAT:

WHEREAS, construction of the Success Dam, Tule River project for flood control, agricultural water supply, and dam safety assurance was authorized by Section 10 of the Flood Control Act of 1944, Public Law 78-534, as modified by Section 101(b)(4) of the Water Resources Development Act of 1999, Public Law 106-53;

WHEREAS, the Government and the Non-Federal Sponsors entered into a Project Cooperation Agreement on June 20, 2003 (hereinafter referred to as the "Agreement") for construction of the spillway modifications and the other work authorized by Section 101(b)(4) of the Water Resources Development Act of 1999 (hereinafter the "Project", as defined in Article I.A. of the Agreement);

WHEREAS, notwithstanding Section 103 of the Water Resources Development Act of 1986, as amended (33 U.S.C. 2213), which specifies the cost-sharing requirements applicable to the Project, Title IV, Division B of the Bipartisan Budget Act of 2018, Public Law 115-123, enacted February 9, 2018 (hereinafter "BBA 2018"), authorizes the Government to complete construction of the Project at full Federal expense to the extent that appropriations provided under the Construction heading of the BBA 2018 are available and used for such purpose; and

WHEREAS, the provisions of Section 902 of the Water Resources Development Act of 1986, as amended, do not apply to the funds provided in BBA 2018 that will be used for completing construction of the Project.

NOW, THEREFORE, the Government and the Non-Federal Sponsors agree to further amend the Agreement as follows:

1. Insert after the seventh WHEREAS clause the following:

“WHEREAS, notwithstanding Section 103 of the Water Resources Development Act of 1986, as amended (33 U.S.C. 2213), which specifies the cost-sharing requirements applicable to the Project, Title IV, Division B of the Bipartisan Budget Act of 2018, Public Law 115-123, enacted February 9, 2018 (hereinafter “BBA 2018”), authorizes the Government to complete construction of the Project at full Federal expense to the extent that appropriations provided under the Construction heading of the BBA 2018 are available and used for such purpose;”

2. Insert as the last Article the following:

“ARTICLE XXI – COMPLETION OF CONSTRUCTION OF THE PROJECT USING
FUNDING PROVIDED IN BBA 2018

Notwithstanding any other provisions of this Agreement, the Government and Non-Federal Sponsors agree to the following terms and conditions for completion of construction of the Project:

A. As of the effective date of Amendment Number 1 to this Agreement, the amount of available BBA 2018 funds is estimated at \$74 Million. To the extent BBA 2018 funds are available and used to complete construction of the Project, the following provisions apply:

1. Any costs funded with BBA 2018 funds shall not be included in the calculation of total project costs for cost-sharing purposes. In addition, any costs funded with BBA 2018 funds shall not be included in the calculation of dam safety assurance costs assigned to irrigation that are subject to cost recovery under Article II.G.

2. The Non-Federal Sponsors remain responsible for providing the lands, easements, and rights-of-way, and performing all relocations, and making improvements to lands, easements, and rights-of-way to enable the disposal of dredged or excavated material required to complete construction of the Project.

a. For lands, easements, and rights-of-way acquired from private owners after the effective date of Amendment Number 1 to this Agreement, the Government shall reimburse the Non-Federal Sponsors, subject to the availability of BBA 2018 funds, for costs they incur in acquiring such lands, easements, and rights-of-way, except as provided in Article XXI.D. The crediting procedures in Article IV.B. will be used to determine the costs, documented to the satisfaction of the Government, that are eligible for reimbursement. If requested by the Non-Federal Sponsors, the Government, in its sole discretion, may agree to acquire any lands, easements, or rights-of-way on the Non-Federal Sponsors’ behalf, using BBA 2018 funds.

b. Any publicly owned lands, easements, and rights-of-way required for completing construction of the Project will be provided by the Non-Federal Sponsors at no cost to the Government and without credit or reimbursement, except as provided in Article XXI.D.

c. For relocations performed after the effective date of Amendment Number 1 to this Agreement, the Government shall reimburse the Non-Federal Sponsors, subject to the availability of BBA 2018 funds, for costs they incur in performing such relocations, except as provided in Article XXI.D. The crediting procedures in Article IV.C. will be used to determine the costs, documented to the satisfaction of the Government, that are eligible for reimbursement. If requested by the Non-Federal Sponsors, the Government, in its sole discretion, may agree to perform any relocations on the Non-Federal Sponsors' behalf, using BBA 2018 funds.

d. For improvements to lands, easements, and rights-of-way to enable the disposal of dredged or excavated material made after the effective date of Amendment Number 1 to this Agreement, the Government shall reimburse the Non-Federal Sponsors, subject to the availability of BBA 2018 funds, for costs they incur in making such improvements, except as provided in Article XXI.D. The crediting procedures in Article IV.D. will be used to determine the costs, documented to the satisfaction of the Government, that are eligible for reimbursement. If requested by the Non-Federal Sponsors, the Government, in its sole discretion, may agree to make any improvements on the Non-Federal Sponsors' behalf, using BBA 2018 funds.

3. Subject to the availability of BBA 2018 funds, the Government shall reimburse the Non-Federal Sponsors for costs, documented to the satisfaction of the Government, that the Non-Federal Sponsors incur, after the effective date of Amendment Number 1 to this Agreement, for investigations for hazardous substances conducted pursuant to Article XV.A.

4. The Non-Federal Sponsors shall be responsible solely for any costs they incur, after the effective date of Amendment Number 1 to this Agreement, for participation in the Project Coordination Team and for conducting audits, without credit or reimbursement by the Government.

5. The provisions of Article XIX regarding the Section 902 project cost limits do not apply to the funds provided in BBA 2018 that are used for completing construction of the Project.

6. In the event that there are insufficient BBA 2018 funds to complete construction of the Project, such completion shall be subject to cost-sharing as otherwise provided for in this Agreement.

B. Nothing in this Article affects the responsibility of LTRID for operation, maintenance, repair, replacement, and rehabilitation of the Project as provided in Article VIII and for indemnification as provided by the Non-Federal Sponsors in Article IX.

C. Except as provided in Article XXI.A.3., nothing in this Article affects the responsibilities of the parties regarding hazardous substances as provided in Article XV.

D. As soon as practicable, the Government shall perform an interim accounting of work that has or will be completed with other than BBA 2018 funds on a cost-shared basis and furnish the Non-Federal Sponsors with the results of such interim accounting.

1. If the Government determines that the Non-Federal Sponsors have not met their minimum required cash contribution for the cost-shared work, the Non-Federal Sponsors shall provide funds in the amount necessary to meet the required minimum cash contribution.

2. If the Government determines that the Non-Federal Sponsors owe an additional amount to meet the required minimum non-Federal share of the cost-shared work, the amount owed by the Non-Federal Sponsors may be reduced by the estimated value of publicly owned lands, easements, and rights-of-way that the Non-Federal Sponsors must provide after the date of Amendment Number 1 to this Agreement.

3. If the Government determines the estimated value of publicly owned lands, easements, and rights-of-way that the Non-Federal Sponsors must provide after the date of Amendment Number 1 to this Agreement is less than the additional amount necessary to meet the required minimum non-Federal share of the cost-shared work, the Non-Federal Sponsors shall either provide the required amount in cash or elect to waive reimbursement of the required amount for privately owned lands, easements, and rights-of-way, relocations, and improvements to enable the disposal of dredged or excavated material to be acquired, provided, or made after the date of Amendment Number 1 to this Agreement.


4. The determinations made as a result of the interim accounting shall be verified during the final accounting. The crediting procedures in Article IV.B. shall be used to verify the value of any publicly owned lands, easements, and rights-of-way used to reduce the amount owed by the Non-Federal Sponsors for the cost-shared work.”


3. All other terms and conditions of this Agreement remain unchanged.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment Number 1 which shall become effective upon the date it is signed by the District Commander for the Sacramento District.

DEPARTMENT OF THE ARMY

CENTRAL VALLEY FLOOD PROTECTION BOARD

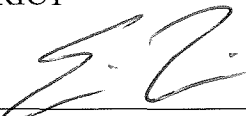
BY: 
David G. Ray, PE
Colonel, U.S. Army
Commander and District Engineer

BY: 
William H. Edgar
President of the Board
The Central Valley Flood Protection Board

DATE: 18-APR-19

DATE: 4/10/2019

LOWER TULE RIVER IRRIGATION DISTRICT

BY: 
Eric Limas
General Manager

DATE: 4/11/19

**NON-FEDERAL SPONSOR'S
SELF-CERTIFICATION OF FINANCIAL CAPABILITY
FOR AGREEMENTS**

I, Leslie M Gallagher, do hereby certify that I am the Executive Officer of The California Central Valley Flood Protection Board (the "Non-Federal Sponsor"); that I am aware of the financial obligations of the Non-Federal Sponsor for the Tule River Spillway Enlargement Project, Success Dam, Tule River, California; and that the Non-Federal Sponsor has the financial capability to satisfy the Non-Federal Sponsor's obligations under the Tule River Spillway Enlargement Project, Success Dam, Tule River, California.

IN WITNESS WHEREOF, I have made and executed this certification this 24 day of January, 2019.

BY: Leslie M Gallagher

TITLE: Executive Officer

DATE: 1.24.19

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.

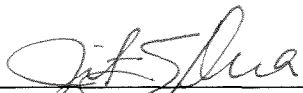
William H. Edgar
President
Central Valley Flood Protection Board

DATE: 4/10/2019

CERTIFICATE OF AUTHORITY

I, Kanwarjit Dua, do hereby certify that I am the principal legal officer for the Central Valley Flood Protection Board, that the Central Valley Flood Protection Board is a legally constituted public body with full authority and legal capability to perform the terms of the Project Cooperation Agreement Amendment No. 1 between the Department of the Army, the Central Valley Flood Protection Board, and the Lower Tule River Irrigation District in connection with the Success Dam, Tule River, CA Project and to pay damages, if necessary, in the event of the failure to perform in accordance with the terms of this Project Cooperation Agreement Amendment No. 1 as required by Section 221 of Public Law 91-611, as amended (42 U.S.C. 1962d-5b), and that the person who executed this Project Cooperation Agreement Amendment No. 1 on behalf of the Central Valley Flood Protection Board within his statutory authority.

IN WITNESS WHEREOF, I have made and executed this certification this
10 day of April 2019.




Kanwarjit Dua
Board Counsel
State of California Central Valley Flood Protection Board

**NON-FEDERAL SPONSOR'S
SELF-CERTIFICATION OF FINANCIAL CAPABILITY
FOR AGREEMENTS**

I, Eric Limas, do hereby certify that I am the Treasurer of the Lower Tule River Irrigation District (the "Non-Federal Sponsor"); that I am aware of the financial obligations of the Non-Federal Sponsor for the Tule River Spillway Enlargement Project, Success Dam, Tule River, California; and that the Non-Federal Sponsor has the financial capability to satisfy the Non-Federal Sponsor's obligations under the Tule River Spillway Enlargement Project, Success Dam, Tule River, California.

IN WITNESS WHEREOF, I have made and executed this certification this 10 day of January, 2019.

BY: Eric Limas 
TITLE: General Manager - Treasurer
DATE: 1/10/2019

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.




Eric Limas
General Manager

DATE: 1/10/19

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

1. Type of Federal Action: a. contract <u>C</u> b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: a. bid/offer/application <u>C</u> b. initial award c. post-award	3. Report Type: a. initial filing <u>A</u> b. material change For material change only: Year _____ quarter _____ Date of last report _____
4. Name and Address of Reporting Entity: ___ Prime <u>X</u> Subawardee Tier <u>NA</u> , if Known: Tule River Improvement Joint Powers Agreement 357 E. Olive Ave. Tipton, CA 93272 Congressional District, if known: CA-23	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Lower Tule River Irrigation District 357 E. Olive Ave. Tipton, CA 93272 Congressional District, if known:	
6. Federal Department/Agency: U.S. Army Corp of Engineers	7. Federal Program Name/Description: Success Reservoir Enlargment CFDA Number, if applicable: <u>NA</u>	
8. Federal Action Number, if known: NA	9. Award Amount, if known: \$ NA	
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i> Ferguson Group	b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i> Raeder, Joseph L	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature:  Print Name: <u>Eric Limas</u> Title: <u>General Manager</u> Telephone No.: <u>(559) 686-4716</u> Date: <u>2/15/2019</u>	
Federal Use Only	Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)	

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503

CERTIFICATION REGARDING LOBBYING

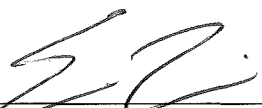
The undersigned certifies, to the best of his or her knowledge and belief that:

(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.



Eric Limas
General Manager

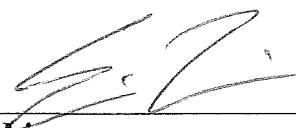
DATE: 1/10/19

SREP

CERTIFICATE OF AUTHORITY

I, Eric Limas, do hereby certify that I am the principal legal officer for the Lower Tule River Irrigation District, that the Lower Tule River Irrigation District is a legally constituted public body with full authority and legal capability to perform the terms of the Project Cooperation Agreement 1 between the Department of the Army and the Lower Tule River Irrigation District in connection with the Lake Success, Tule River, CA Project and to pay damages, if necessary, in the event of the failure to perform in accordance with the terms of this Project Cooperation Agreement 1 as required by Section 221 of Public Law 91-611, as amended (42 U.S.C. 1962d-5b), and that the person who executed this Project Cooperation Agreement 1 behalf of the Lower Tule River Irrigation District within his statutory authority.

IN WITNESS WHEREOF, I have made and executed this certification this
21 day of MARCH 2019.



Eric Limas
General Manager