



Meeting: **Reservoir Committee & Authority Board**
Agenda Item 2.4

October 17, 2025

Subject: **Sites Project Impact Alleviation Agreements**

Requested Action:

Reservoir Committee and Authority Board consider authorizing the Executive Director to execute the Impact Alleviation Agreements with interested parties identified in the County Development Agreements.

Detailed Description/Background:

One of the conditions of the County Development Agreements is to make best efforts to secure Impact Alleviation Agreements (IAA) with public agencies in the vicinity of the Reservoir. IAAs are generally intended to give the potentially impacted party the assurance that the Project intends to take steps to avoid, and if necessary, mitigate material impacts that reduce or hamper their ability to deliver current levels of public services to the community. And if such steps are deemed insufficient, the Authority will take additional measures, including possibly making financial commitments to the impacted party to resume their ability to deliver the current level of public services.

Refer to this meeting's agenda item 2.3 for a list of parties the Counties have identified as potentially wishing to engage with the Authority on these terms. Previously, while the County Development Agreements were being negotiated, the Authority took steps to secure IAAs with several entities in both counties. However, none of these efforts were successful, primarily because the terms of the Development Agreement were not yet public. Now that this condition has been met, Staff is seeking Board authorization to offer to each of these entities an IAA offering terms and conditions generally described in Attachment A. There may need to be agency-specific terms negotiated. If this is the case, Staff would come back to the Board for anything exceeding a total cost of \$500,000 (consistent with the proposed authority changes covered in Agenda Item 2.1, 2026 Budget). Also, the Board should be aware that there may need to be other analyses done to determine fiscal impacts or involvement of the construction contractors to reach a better understanding of their means and methods for securing public safety. Staff will report on executed IAAs as they occur in the quarterly financial reports.

Prior Action:

None.

Fiscal Impact/Funding Source:

The cost of the preparation of the Alleviation Agreements and the supporting analysis is included in the Amendment 3 work plan. Costs associated with the commitments being made will be incorporated into the updated Project cost estimate.

Staff Contact:

Jerry Brown

Attachments:

Attachment A- Impact Alleviation Agreement Generic Form

IMPACT ALLEVIATION AGREEMENT

BY AND BETWEEN
SITES PROJECT AUTHORITY
AND
XXXXXXXXXXXX

This Impact Alleviation Agreement (“Agreement”) is entered into by and between the Sites Project Authority (“SPA”), a joint powers authority formed and operating under California law, and the (“XXX”), a public safety agency responsible for public safety and emergency response services within its jurisdiction. The SPA and XXX may each be referred to in this Agreement as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, the SPA is a California Joint Powers Authority operating under and by virtue of Section 6500 et seq., of the California Government Code and formed in accordance with the Sites Project Authority Joint Exercise of Powers Agreement, as such agreement may be modified from time to time;

WHEREAS, the SPA was formed on August 26, 2010, by various public agencies, including Colusa County, for the purpose of designing, constructing, owning, operating and maintaining the Sites Reservoir (“Project”), which aims to enhance water storage capacity for environmental, agricultural and municipal benefits;

WHEREAS, the SPA recognizes that the construction and operation of the Project may result in increased emergency response demands on XXX, including but not limited to:

- Construction-related incidents and temporary workforce emergencies,
- Increased emergency calls related to recreational activities at the Project, and
- Long-term service demand increases due to potential population growth associated with Project development and ongoing operations;

WHEREAS, the Parties recognize the need for collaboration to identify, avoid, minimize, and mitigate potential adverse impacts on XXX's ability to provide emergency response services to the local community;

WHEREAS, the SPA is committed to being a respectful and supportive partner in the local community and recognizes the importance of maintaining public safety throughout the life of the Project; and

WHEREAS, the Parties wish to document their mutual understanding regarding proactive measures, mitigation commitments, and financial support necessary to alleviate potential impacts on XXX resulting from Project activities.

NOW, THEREFORE, in consideration of the above Recitals and of the mutual promises and agreements contained in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Regular Communication and Collaboration

- a) The SPA and XXX shall maintain regular communication throughout the Project's final design, construction and operational phases to identify and address potential and actual material adverse impacts to emergency responses and other material adverse impacts.
- b) Either Party may initiate discussions regarding potential risks or service demand increases affecting XXX as a direct result of the Project. The Parties agree to share responsibility for raising potential impacts in a timely manner relative to the timing of potential impact.
- c) The Parties agree:
 - i. to meet at least annually to review actual conditions and proactively address reasonable potential emergency response impacts;
 - ii. the first coordination meeting shall occur no later than ___ 2026; and
 - iii. to be proactive in the identification of potential impacts and use reasonable efforts to implement avoidance, minimization and/or mitigation strategies to address material adverse emergency response and other material adverse impacts (“Measures”) prior to initiating the Project activity causing the potential impact. This may entail XXX expediting its implementation of Measures to support the schedule for initiating the Project activity causing the impact to occur when feasible.

2. Impact Avoidance and Minimization Measures

- a) The shared goal of the Parties is to avoid direct Project activities causing a material increase in demand for XXX emergency response services that are not mitigated by increased revenues or by services provided for emergency response by the Project from sources other than XXX.
- b) The SPA shall implement strategies to avoid and minimize material emergency response service demand increases on XXX. As of the effective date of this Agreement, the Parties agree that SPA will implement certain Measures, as follows:
 - i. Designate Sites Contractor provided temporary construction workforce housing in the vicinity of the Project that reduce or eliminate demand on existing housing stock and avoids new demands on City water and sewer services, to the extent feasible.

- ii. Implement worker transportation programs (e.g., park-and-ride and rideshare incentives).
 - iii. Include construction contract conditions requiring that emergency response needs of the Project be addressed by the construction contractor(s) without burdening local public safety resources.
 - iv. Collaborate on a Recreation Management Plan to address emergency potential response delays and additional risks associated with Project visitors.
 - v. Establish designated traffic routes for construction activities to minimize congestion and accident risks.
 - vi. Scheduling Sites Contractor Project hauling activities to accommodate agricultural harvest timeframes when most crop hauling demand occurs.
- c) The Parties agree that engagement of the construction contractor for the Project is necessary before fully evaluating the emergency response demand increases directly attributable to the Project and wish to defer identifying and implementing additional avoidance and minimization measures or any mitigation strategies until approximately 60 days prior to the execution of the first major construction contract for the Project, currently projected to be 2027.
- d) As Project implementation occurs, there may be additional avoidance and minimization Measures identified by either Party and implemented by the SPA through communication and collaboration under Section 1. The Parties agree that avoidance and minimization is the preferred course of action to mitigation strategies where feasible and effective. The SPA, in its sole and absolute discretion, shall determine whether to implement avoidance and minimization Measures.

3. Proactive Mitigation Strategies

- a) If avoidance and minimization measures are deemed insufficient by mutual agreement of the Parties, the Parties shall collaborate to develop and implement mutually agreed-upon mitigation Measure strategies.
- b) The SPA shall fund reasonably necessary studies or professional services to assess potential impacts and determine appropriate mitigation Measures. The service providers conducting studies and services shall be selected jointly by the Parties.
- c) The Parties shall document mutually agreed upon mitigation Measure strategies in amendments to this Agreement, which shall include implementation timelines, roles and responsibilities in implementing such strategies and funding commitments of the Parties.

4. Initial Financial Commitment and Support Measures

- a) The SPA shall provide the following support to XXX in consideration of anticipated increased emergency response service demand on XXX directly attributable to the Project construction and operations assuming such support is reasonably deemed necessary and mutually agreed to:

[The following are intended to be for example purposes only. Support measures will be developed specific to the applicable public agency.]

- i. Coordination with XXX on the SPA's Recreation Management Plan, including:
- 1) Adequate equipment storage and office space at the Project.
 - 2) Construction and maintenance of a helipad at the Project for emergency response purposes.
- ii. Funding for additional XXX staff and equipment costs directly attributable to Project construction and operations negotiated and agreed between the Parties as part of the mitigation strategy including in each amendment.
- iii. To the extent XXX staff stationed at the Project are not fully occupied, dual-role job tasks may be jointly identified and mutually agreed to be assigned to such XXX staff (e.g., SPA facility maintenance, SPA patrol assignments, etc) to optimize use of staffing resources. Dual-role job tasks are defined to include assignments performed by XXX personnel that would otherwise be performed by a SPA employee or contractor and where the knowledge, skills, and abilities of the XXX personnel align with the assigned job task.

5. Mitigation Agreement Process

The Parties agree that:

- a) Any Measures and other actions to be funded by SPA must be based on substantial evidence of direct Project activities causing material increase in demand for XXX emergency response services that are not mitigated by increased revenues or by services provided for emergency response by the Project from sources other than XXX. Such demand increases shall be determined by the SPA, in its good faith discretion, and documented by the Parties.
- b) If a material increase in demand is identified by substantial evidence and cannot be substantially avoided or minimized, the Parties shall mutually agree on mitigation strategies and assigned responsibility.
- c) The agreed-upon mitigation strategies shall be documented in amendments to this Agreement and implemented within agreed-upon timeframes. Mitigation

strategies may be adjusted as Project activities evolve, subject to mutual agreement of the Parties.

- d) To avoid direct Project activities causing a material increase in demand for XXX emergency response services that are not mitigated by increased revenues or by services provided for emergency response by the Project from sources other than XXX.

6. Apportioning Responsibilities

The Parties agree that:

- a) Where mitigation measures benefit third parties (e.g., countywide emergency services, etc), responsibility for funding and implementation shall be fairly apportioned among the beneficiaries.
- b) XXX shall coordinate with other local agencies or secure the necessary approvals to ensure equitable mitigation responsibilities for non-Project-related emergency response needs.

7. Compliance with County Agreements

- a) In consideration of the terms contained herein, XXX shall actively support the adoption and implementation of the Development Agreement between the County of Colusa and the SPA by communicating its support in written and oral form when requested by the SPA.
- b) The Parties shall collaborate in community outreach efforts related to educational services planning and the effects of the Project on such services, and the general partnering approach being implemented under this Agreement.

8. Term of Agreement

This Agreement shall become effective upon the date last signed and shall remain in effect for the duration of the Project, including its design, construction, operation, and maintenance phases, unless otherwise amended or terminated by mutual agreement, as provided herein.

GENERAL PROVISIONS

9. Dispute Resolution

Disputes arising under this Agreement will be resolved, whenever possible, through the process of meeting and conferring in good faith or mediation. To that end, in the event of a dispute as to compliance with any of the provisions, terms and conditions of this Agreement, the Parties agree as follows:

- a) Informal Dispute Resolution Before Mediation.
- i. The Parties agree to undertake good faith efforts to resolve any dispute arising in connection with this Agreement within 60 days after the date that notice of such dispute is provided in writing prior to resorting to formal means of dispute resolution.
 - ii. If any dispute is not capable of resolution by and among the representatives of the XXX and the Authority authorized to administer this Agreement, the authorized representative of the XXX and the Authority's board chair or his/her authorized representative (who shall be the Executive Director of the Authority or a member of the Authority board) shall meet and confer in an effort to resolve any such dispute.
 - iii. If such efforts between the Parties' designees do not resolve the dispute within 30 days after their commencement, the XXX and the Authority shall have such other remedies available to them as are provided for in this Agreement or as otherwise exist at law or in equity.
 - iv. No other means of dispute resolution, including mediation, arbitration and litigation, shall be available to the Parties unless they have exhausted the process provided for in this Section 9a.
- b) Mediation.
- i. If a dispute arises among the Parties relating to or arising from a Party's obligations under this Agreement that cannot be resolved through informal discussions and meetings as described in Section 9a of this Agreement, the Parties shall be required to first endeavor to settle the dispute in an amicable manner, using mandatory non-binding mediation under the rules of JAMS, American Arbitration Association, or any other neutral mediation organization agreed upon by the Parties before having recourse in a court of law. Mediation shall be commenced by sending a notice of demand for mediation to the other Party.
 - ii. A single mediator that is acceptable to both Parties shall be used to mediate the dispute. The mediator will be knowledgeable in the subject matter of this Agreement, if possible, and chosen from lists furnished by JAMS, AAA, or any other agreed-upon mediator.
 - iii. The expenses of witnesses for either side shall be paid by the Party producing such witnesses. All mediation costs, including required travel and other expenses of the mediator, and the cost of any proofs or expert advice produced at the direct request of the mediator, shall be equally shared by the Parties to the dispute unless otherwise directed by the mediator.

- c) Conduct of Mediation.
- i. Mediation will be conducted in an informal manner. Discovery shall not be allowed. The discussions, statements, writings and admissions and any offers to compromise during the proceedings will be confidential to the proceedings (pursuant to California Evidence Code §§ 1115-1128; 1152) and will not be used for any other purpose unless otherwise agreed by the Parties in writing. The Parties may agree to exchange any information they deem necessary.
 - ii. The Parties shall have representatives attend the mediation who are authorized to settle the dispute, though a recommendation of settlement may be subject to the subsequent approval of each Party's board or legislative body. The parties may have attorneys, witnesses or experts present.
 - iii. Any resultant agreements from mediation shall be documented in writing. The results of the mediation shall not be final or binding unless otherwise agreed to in writing by the Parties. Mediators shall not be subject to any subpoena or liability and their actions shall not be subject to discovery.
 - iv. Nothing in this Section 9 shall relieve the Parties from performing their obligations under this Agreement. The Parties shall be required to comply with this Agreement, including the performance of all disputed activity and disputed payments, pending the resolution of any dispute under this Agreement.
 - v. Any offers to compromise before or after mediation proceedings will not be used to prove a Party's liability for loss or damage unless otherwise agreed by the Parties in writing (pursuant to California Evidence Code §1152).

10. Amendment and Termination

- a) This Agreement may be amended only in writing and by mutual consent of the Parties.
- b) Either Party may terminate this Agreement upon 60 days' prior written notice, provided that an alternative plan is in place to address ongoing emergency response needs.
- c) This Agreement shall be automatically terminated if the Benefits and Obligations Contract, setting forth the rights and obligations of the parties with respect to the Sites Project, is not fully executed or terminated, whereupon the SPA and XXX shall be released of all liability and obligations under this Agreement.

11. No Third-Party Beneficiaries

This Agreement is solely for the benefit of the Parties and does not create rights or benefits for any third parties.

12. Entire Agreement

This Agreement reflects the entire Impact Alleviation agreement between the Parties and shall supersede all prior or contemporaneous oral or written understandings, statements, representations regarding Impact Alleviation.

13. Governing Law and Venue

This Agreement shall be governed by and construed in accordance with the laws of the State of California. The venue for any litigation between the Parties from any dispute arising in connection with this Agreement shall be in the County of Colusa.

14. Counterparts; Electronic Execution

This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures may be delivered by facsimile transmission or by e-mail in a portable document format (e.g. “pdf,” “tif,” “jpg” or “DocuSign”) or other electronic format and the signatures on such copies shall be deemed to be effective and valid as original signatures.

15. Severability

In case any part, term, portion, or provision of this Agreement is determined to be illegal, invalid, or unenforceable, the remaining parts, terms, portions, and provisions shall remain valid, enforceable, and in full force and effect.

[Signatures on the following page.]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates set forth below.

SITES PROJECT AUTHORITY

By: _____
Name: _____
Title: _____
Date: _____

XXX

By: _____
Name: _____
Title: _____
Date: _____