

**SUBMITTAL TO THE FLOOD CONTROL AND
WATER CONSERVATION DISTRICT
BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



ITEM: 11.2
(ID # 12263)

MEETING DATE:

Tuesday, April 21, 2020

FROM: FLOOD CONTROL DISTRICT:

SUBJECT: FLOOD CONTROL DISTRICT: Adopt Resolution No. F2020-10, Accepting a Proposal for Funding from the California Department Of Water Resources; Approving Funding Agreement with State of California, Department of Water Resources and Authorizing the General Manager-Chief Engineer or Designee to Execute the Funding Agreement and any Amendments Thereto for the Murrieta Creek Flood Control, Environmental Restoration And Recreation Project, Nothing Further Required Under CEQA, District 3. [\$0]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Find that nothing further is required under the California Environmental Quality Act (CEQA) because all potentially significant effects have been adequately analyzed in an earlier Environmental Impact Study (EIS)/Environmental Impact Report (EIR) (SCH#2000071051) certified by this Board on January 28, 2003 [Agenda Item No. 11.5] and the Supplemental EIS/EIRs certified by this Board on August 5, 2014 [Agenda Item No. 11.5] have adequately addressed the environmental concerns pursuant to CEQA;
2. Adopt Resolution No. F2020-10, Authorizing a Proposal for Funding from the Department of Water Resources; Approving Funding Agreement with State of California, Department of Water Resources and Authorizing the General Manager-Chief Engineer or Designee to Execute the Agreement and any Amendments Thereto for the Murrieta Creek Flood Control, Environmental Restoration and Recreation Project; and

ACTION: Policy

Jason Uhley, GENERAL MGR-CHF FLD CNTRL ENG 4/14/2020

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Jeffries, seconded by Supervisor Washington and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt
Nays: None
Absent: None
Date: April 21, 2020
xc: Flood

Kecia R. Harper
Clerk of the Board

By:
Deputy

**SUBMITTAL TO THE FLOOD CONTROL AND WATER CONSERVATION DISTRICT BOARD
OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

3. Direct the Clerk of the Board to file the Notice of Determination with the County Clerk within five days of approval by the Board.

| FINANCIAL DATA | Current Fiscal Year: | Next Fiscal Year: | Total Cost: | Ongoing Cost |
|--|-----------------------------|--------------------------|------------------------------|---------------------|
| COST | \$ 0 | \$ 0 | \$ 0 | \$ 0 |
| NET COUNTY COST | \$ 0 | \$ 0 | \$ 0 | \$ 0 |
| SOURCE OF FUNDS: Flood Control Subvention Program | | | Budget Adjustment: No | |
| | | | For Fiscal Year: N/A | |

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

As part of the Flood Control Subventions Program, under the Disaster Preparedness and Flood Prevention Bond Act of 2006 Public Resources Code, Section 5096.800 et seq., the State provides financial assistance to local agencies cooperating in the construction of federally authorized flood control projects.

The Flood Control Subvention Program sets forth the criteria by which the State will evaluate the worthiness of projects for authorization and subsequent subvention funding. Local sponsors must solicit the state Legislature for consideration and enter into a subsequent agreement with the California Department of Water Resources to qualify for reimbursement.

The Murrieta Creek Flood Control, Environmental Restoration and Recreation Project (Project) is a federally authorized flood control project that was approved for state Subvention Program reimbursement by the state Legislature on January 1, 2004.

The Project includes four phases:

- Phase 1 - Channel improvements/environmental restoration from the Front Street/Highway 79 south junction upstream to First Street (Temecula);
- Phase 2 - Channel improvements/environmental restoration from First Street upstream to Winchester Road (Temecula);
- Phase 3 - The detention basin/environmental restoration/sports park located between Winchester Road and Elm Street (Murrieta/Temecula); and
- Phase 4 - Channel improvements/environmental restoration from the detention basin upstream to Tenaja Road/Vineyard Parkway (Murrieta).

A portion of Project Phases 1 and 2 are complete, and the District is now seeking up to \$16,000,000 in state subvention assistance for local costs associated with the recently completed and remaining Phase 1 and 2 work. The proposed Agreement with the California

**SUBMITTAL TO THE FLOOD CONTROL AND WATER CONSERVATION DISTRICT BOARD
OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

Department of Water Resources sets the terms by which reimbursement claims may be submitted, reviewed and approved.

Environmental Findings

Pursuant to CEQA, an EIR/EIS was prepared by the US Army Corps of Engineers in 2000. As required by CEQA and as the CEQA lead agency, the District's Board certified the EIS/EIR and adopted Resolution No. F2003-01 [Agenda No. 11.5, January 28, 2003]. The Supplemental EIS/EIRs certified by this Board on August 5, 2014 [Agenda Item No. 11.5], which authorized the District to proceed with the project and found that the environmental impacts were adequately addressed in the EIS/EIR, incorporated mitigation measures and included findings and a statement of overriding considerations for unavoidable significant effects to socioeconomics, land use, and unavoidable but temporary air quality impacts. Approval and execution of the Funding Agreement and obtaining funding for the Murrieta Creek Flood Control, Environmental Restoration and Recreation Project does not introduce any new impacts and will not trigger any of the criteria described in Section 15162 of the CEQA Guidelines calling for the preparation of a subsequent MND or EIR. Therefore, nothing further is required under CEQA.

Impact on Residents and Businesses

The Subvention Program will provide much needed state reimbursement of District costs for the Project through the Disaster Preparedness and Flood Prevention Bond Act of 2006. The reimbursements will provide necessary funds for future phases of the Project and other critical projects within southwest Riverside County.

Prev. Agn. Ref.: 11.5 of 01/28/2003
11.5 of 08/05/2014

Additional Fiscal Information

Funding will be provided by the State via the Flood Control Subvention Program.

ATTACHMENTS:

1. Project Map
2. Funding Agreement
3. Resolution No. F2020-10
4. Notice of Determination
5. CEQA Fee Receipt
6. Authorization to Bill

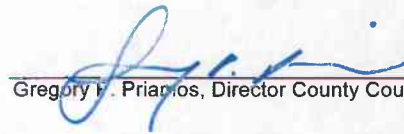
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**SUBMITTAL TO THE FLOOD CONTROL AND WATER CONSERVATION DISTRICT BOARD
OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



Jason Farin, Senior Management Analyst

4/14/2020



Gregory H. Priamos, Director County Counsel

4/14/2020

1 Board of Supervisors

Riverside County Flood Control
and Water Conservation District

3 RESOLUTION NO. F2020-10

4 ACCEPTING A PROPOSAL FOR FUNDING FROM THE CALIFORNIA DEPARTMENT OF
5 WATER RESOURCES; APPROVING THE FUNDING AGREEMENT WITH THE CALIFORNIA
6 DEPARTMENT OF WATER RESOURCES AND AUTHORIZING THE GENERAL MANAGER -
7 CHIEF ENGINEER OR DESIGNEE TO EXECUTE THE FUNDING AGREEMENT AND ANY
8 AMENDMENTS THERETO, FOR THE MURRIETA CREEK FLOOD CONTROL,
9 ENVIRONMENTAL RESTORATION AND RECREATION PROJECT

10 WHEREAS, pursuant to California Public Resources Code section 5096.824, the Department of
11 Water Resources of the State of California ("State") desires to provide funding from the Disaster
12 Preparedness and Flood Prevention Bond Act of 2006 to the Riverside County Flood Control and Water
13 Conservation District, a body politic ("District") for the Murrieta Creek Flood Control, Environmental
14 Restoration and Recreation Project ("Project"); and

15 WHEREAS, pursuant to Water Code Appendix Section 9.4, the District may control flood and storm
16 waters of the District and protect from damage from these flood or storm waters the watercourses,
17 watersheds, public highways, life and property in the District, and may make contracts necessary for the
18 full exercise of its powers; and

19 WHEREAS, the State desires to fund and the District desires to accept up to 70 percent of the
20 eligible non-federal project costs for portions of Project as provided in California Water Code section
21 12749. 93; and

22 WHEREAS, the District has satisfied the requirements of the California Environmental
23 Quality Act by conducting its own review and analysis and exercising independent judgment it its findings
24 and determinations to the previously certified Environmental Impact Statement/Environmental Impact
25 Report (SCH No. 2000071051) and the Supplemental Environmental Impact Report for all associated
26 actions and approvals as it relates to this Agreement and the Project; and,

27 WHEREAS, the State and the District desire to enter into a Funding Agreement to terms and
28 conditions associated with the provision of funding to the District for the Project, a federally authorized
flood control project eligible and approved for subvention funding by the State;

FORM APPROVED COUNTY COUNSEL
BY: SYBETHIA M. GUNZEL 4/14/2020
DATE

1 NOW, THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED by the Board
2 of Supervisors of the Riverside County Flood Control and Water Conservation District, ("Board") in regular
3 session assembled on April 21, 2020, at 9:30 a.m. or soon thereafter, in the meeting room of the
4 Board of Supervisors located on the 1st floor of the County Administrative Center, 4080 Lemon Street,
5 Riverside, California, that this Board finds that nothing further is required under the California
6 Environmental Quality Act (CEQA) because all potentially significant effects have been adequately
7 analyzed in an earlier Environmental Impact Study (EIS)/Environmental Impact Report (EIR)
8 (SCH#2000071051) certified by this Board on January 28, 2003 [Agenda Item No. 11.5] and the
9 Supplemental EIS/EIRs certified by this Board on August 5, 2014 [Agenda Item No. 11.5] have adequately
10 addressed the environmental concerns pursuant to CEQA.

11 BE IT FURTHER RESOLVED AND DETERMINED that this Board authorized the
12 proposal for funding from the Department of Water Resources under the Flood Control Subventions
13 Program offered by and through the Disaster Preparedness and Flood Prevention Bond Act of 2006 and
14 approves that certain Funding Agreement No. 4600013533 ("Agreement") between the State of California,
15 Department of Water Resources and Riverside County Flood Control and Water Conservation District for
16 the purposes outlined herein and pursuant to the terms and contained within the Agreement.

17 BE IT FURTHER RESOLVED AND DETERMINED that this Board authorizes the District
18 General Manager-Chief Engineer or designee, to execute the Agreement on behalf of the District and any
19 other documents to complete this transaction.

20 BE IT FURTHER RESOLVED AND DETERMINED that this Board authorizes the
21 General Manager-Chief Engineer or designee, to approve and execute any amendments thereto that stay
22 within the intentions of the parties, including but not limited to amending the percentage or amount of
23 subvention funding that may be provided by the State or to add phases to the project that are eligible for the
24 funding, for the Murrieta Creek Flood Control, Environmental Restoration and Recreation Project.

25 BE IT FURTHER RESOLVED and DETERMINED that a copy hereof is forwarded to State
26 as evidence of this authorization.

1 BOARD OF SUPERVISORS

RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT

2
3 **RESOLUTION NO. F2020-10**

4 **ACCEPTING A PROPOSAL FOR FUNDING FROM THE CALIFORNIA DEPARTMENT OF**
5 **WATER RESOURCES; APPROVING THE FUNDING AGREEMENT WITH THE CALIFORNIA**
6 **DEPARTMENT OF WATER RESOURCES AND AUTHORIZING THE GENERAL MANAGER-**
7 **CHIEF ENGINEER OR DESIGNEE TO EXECUTE THE FUNDING AGREEMENT AND ANY**
8 **AMENDMENTS THERETO, FOR THE MURRIETA CREEK FLOOD CONTROL,**
9 **ENVIRONMENTAL RESTORATION AND RECREATION PROJECT**

10 ADOPTED by Riverside County Board of Supervisors on April 21, 2020

11 **ROLL CALL:**

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14 Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt
15 Nays: None
16 Absent: None

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23 The foregoing is certified to be a true copy of a resolution duly adopted by said Board of
24 Supervisors on the date therein set forth.

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By: 
Deputy

04.21.2020 11.2

**STATE OF CALIFORNIA
CALIFORNIA NATURAL RESOURCES AGENCY
DEPARTMENT OF WATER RESOURCES
Agreement Number: 4600013533
FUNDING AGREEMENT BETWEEN THE STATE OF CALIFORNIA
DEPARTMENT OF WATER RESOURCES AND
RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT
FOR MURRIETA CREEK FLOOD CONTROL,
ENVIRONMENTAL RESTORATION AND RECREATION PROJECT
A PART OF THE FLOOD CONTROL SUBVENTIONS PROGRAM UNDER
THE DISASTER PREPAREDNESS AND FLOOD PREVENTION BOND ACT OF 2006
PUBLIC RESOURCES CODE, SECTION 5096.800 ET SEQ.**

THIS FUNDING AGREEMENT is entered into by and between the Department of Water Resources of the State of California, herein referred to as the "State", and the Riverside County Flood Control and Water Conservation District, a special district created pursuant to Water Code Appendix section 48-1 of the State of California, duly organized, existing, and acting pursuant to the laws thereof, herein referred to as the "Funding Recipient", which parties do hereby agree as follows:

- 1) **PURPOSE.** State shall provide funding from the Disaster Preparedness and Flood Prevention Bond Act of 2006 pursuant to Public Resources Code section 5096.824 to Funding Recipient for the Murrieta Creek Flood Control, Environmental Restoration and Recreation Project (Project) (Wat. Code, § 12749.93).
- 2) **TERM OF FUNDING AGREEMENT.** The term of this Funding Agreement begins upon execution of this Agreement, through final payment plus three (3) years unless otherwise terminated or amended as provided in this Agreement. However, no funds may be requested after March 31, 2023.
- 3) **PROJECT COST.** The reasonable cost of the Project is estimated to be \$139,440,000.
- 4) **FUNDING AMOUNT.** The amount payable by the State under this Agreement shall be \$16,000,000.00. Funding Recipient agrees to fund or cause to be funded the difference between the actual Project Cost, as estimated in Exhibit B, and the amount payable by the State, if any.
- 5) **BASIC CONDITIONS.** State shall have no obligation to disburse money for the Project under this Funding Agreement until Funding Recipient has satisfied the following conditions:
 1. Funding Recipient demonstrates the availability of sufficient funds to complete the Project, as stated in the Department of Water Resources Guidelines for State Reimbursement on Flood Control Projects, February 1974, (Guidelines) Paragraph I.D.
 2. For the term of this Funding Agreement, Funding Recipient submits timely Semi-Annual Progress Reports as required by Paragraph 11, "Submission of Reports".

3. Funding Recipient submits all deliverables as specified in Paragraph 11 of this Funding Agreement and in Exhibit A.
4. Funding Recipient complies with all requirements as specified in the Guidelines.
5. Funding Recipient has provided the State with assurances that all project land and water areas are guaranteed access by the public.
6. Prior to the commencement of construction or implementation activities, Funding Recipient shall submit the following to the State:
 - a. Work that is subject to the California Environmental Quality Act (CEQA) and or environmental permitting shall not proceed under this Funding Agreement until the following actions are performed:
 - (1) Funding Recipient submits to the State all applicable environmental permits as indicated on the Environmental Information Form to the State,
 - (2) Documents that satisfy the CEQA process are received by the State,
 - (3) State has completed its CEQA compliance review as a Responsible Agency, and
 - (4) Funding Recipient receives written concurrence from the State of Lead Agency's CEQA document(s) and State notice of verification of environmental permit submittal.

State's concurrence of Lead Agency's CEQA documents is fully discretionary and shall constitute a condition precedent to any work (i.e., construction or implementation activities) for which it is required. Once CEQA documentation has been completed, State will consider the environmental documents and decide whether to continue to fund the project or to require changes, alterations or other mitigation. Funding Recipient must also demonstrate that it has complied with all applicable requirements of the National Environmental Policy Act by submitting copies of any environmental documents, including environmental impact statements, Finding of No Significant Impact, mitigation monitoring programs, and environmental permits as may be required prior to beginning construction/implementation.

- 6) DISBURSEMENT OF FUNDS. State will disburse to Funding Recipient the amount approved, subject to the availability of funds through normal State processes. Notwithstanding any other provision of this Funding Agreement, no disbursement shall be required at any time or in any manner which is in violation of, or in conflict with, federal or state laws, rules, or regulations, the Guidelines, or which may require any rebates to the federal government, or any loss of tax-free status on state bonds, pursuant to any federal statute or regulation. Any and all money disbursed to Funding Recipient under this Funding Agreement shall be deposited in a non-interest bearing account and shall be used solely to pay Eligible Project Costs.
- 7) ELIGIBLE PROJECT COST. Funding Recipient shall apply State funds received only to eligible Project Costs in accordance with applicable provisions of the law and Exhibit B. Eligible Project Costs include the reasonable costs of studies, engineering, design, land and easement acquisition, legal fees, preparation of environmental documentation, environmental mitigations, monitoring, and project construction. Reimbursable administrative expenses are the necessary costs incidental but directly related to the Project included in this Agreement.

Costs that are not eligible for reimbursement include but are not limited to the following items:

1. Costs, other than those noted above;
2. Operation and maintenance costs, including post-construction performance and monitoring costs;
3. Purchase of equipment not an integral part of the Project;
4. Establishing a reserve fund;
5. Purchase of water supply;
6. Monitoring and assessment costs for efforts required after Project construction is complete;
7. Replacement of existing funding sources for ongoing programs;
8. Support of existing agency requirements and mandates (e.g., punitive regulatory agency requirement);
9. Payment of principal or interest of existing indebtedness or any interest payments; and,
10. Overhead and indirect costs. "Indirect Costs" means those costs that are incurred for a common or joint purpose benefiting more than one cost objective and are not readily assignable to the funded project (i.e., costs that are not directly related to the funded project). Examples of Indirect Costs include, but are not limited to: central service costs; general administration of the Funding Recipient; non-project-specific accounting and personnel services performed within the Funding Recipient's organization; depreciation or use allowances on buildings and equipment; the costs of operating and maintaining non-project-specific facilities; tuition and conference fees; and, generic overhead or markup. This prohibition applies to the Funding Recipient and any subcontract or sub-agreement for work on the Project that will be reimbursed pursuant to this Agreement.

8) METHOD OF PAYMENT. After the disbursement requirements in Paragraph 5 "Basic Conditions" are met, State will disburse portions of State funding to Funding Recipient, following receipt from Funding Recipient via US mail or Express mail delivery of a "wet signature" invoice for costs incurred, including Cost Share, and timely Progress Reports as required by Paragraph 11, "Submission of Reports". Payment will be made no more frequently than monthly, in arrears, upon receipt of an invoice bearing the Funding Agreement number. State will notify Funding Recipient, in a timely manner, whenever, upon review of an Invoice, State determines that any portion or portions of the costs claimed are not eligible costs or is not supported by documentation or receipts acceptable to State. Funding Recipient may, within thirty (30) calendar days of the date of receipt of such notice, submit additional documentation to State to cure such deficiency(ies). If Funding Recipient fails to submit adequate documentation curing the deficiency(ies), State will adjust the pending invoice by the amount of ineligible or unapproved costs.

Invoices submitted by Funding Recipient shall include the following information:

1. Costs incurred for work performed in implementing the project during the period identified in the particular invoice.

2. Costs incurred for any interests in real property (land or easements) that have been necessarily acquired for a project during the period identified in the particular invoice for the implementation of a project.
3. Invoices shall be submitted on forms provided by State and shall meet the following format requirements:
 - a. Invoices must contain the date of the invoice, the time period covered by the invoice, and the total amount due.
 - b. Invoices must be itemized based on the categories (i.e., tasks) specified in the Exhibit B. The amount claimed for salaries/wages/consultant fees must include a calculation formula (i.e., hours or days worked times the hourly or daily rate = the total amount claimed).
 - c. One set of sufficient evidence (i.e., receipts, copies of checks, time sheets) must be provided for all costs included in the invoice.
 - d. Each invoice shall clearly delineate those costs claimed for reimbursement from the State's funding amount, as depicted in Paragraph 4, "Funding Amount" and those costs that represent Funding Recipient's costs, as applicable.
 - e. Original signature and date (in ink) of Funding Recipient's Project Representative. Submit the original "wet signature" copy of the invoice form to the following address: Flood Control Subventions Program Manager, Attn: Patrick Luzuriaga, 3464 El Camino Avenue, Suite 200, Sacramento, California, 95821.

All invoices submitted shall be accurate and signed under penalty of perjury. Any and all costs submitted pursuant to this Agreement shall only be for the tasks set forth herein. The Funding Recipient shall not submit any invoice containing costs that are ineligible or have been reimbursed from other funding sources unless required and specifically noted as such (i.e., match costs). Any eligible costs for which the Funding Recipient is seeking reimbursement shall not be reimbursed from any other source. Double or multiple billing for time, services, or any other eligible cost is illegal and constitutes fraud. Any suspected occurrences of fraud, forgery, embezzlement, theft, or any other misuse of public funds may result in suspension of disbursements of grant funds and/or termination of this Agreement requiring the repayment of all funds disbursed hereunder plus interest. Additionally, the State may request an audit pursuant to Paragraph D.5 and refer the matter to the Attorney General's Office or the appropriate district attorney's office for criminal prosecution or the imposition of civil liability. (Civ. Code, §§ 1572-1573; Pen. Code, §§ 470, 489-490.)

- 9) WITHHOLDING OF DISBURSEMENTS BY STATE. If State determines that the Project is not being implemented in accordance with the provisions of this Funding Agreement, or that Funding Recipient has failed in any other respect to comply with the provisions of this Funding Agreement, and if Funding Recipient does not remedy any such failure to State's satisfaction, State may withhold from Funding Recipient all or any portion of the State funding and take any other action that it deems necessary to protect its interests. Where a portion of the State funding has been disbursed to the Funding Recipient and State notifies Funding Recipient of its decision not to release funds that have been withheld pursuant to Paragraph 10, the portion that has been disbursed shall thereafter be repaid immediately with interest at the California general obligation bond interest rate at the time the State notifies the

Funding Recipient, as directed by State. State may consider Funding Recipient's refusal to repay the requested disbursed amount a contract breach subject to the default provisions in Paragraph 10, "Default Provisions". If State notifies Funding Recipient of its decision to withhold the entire funding amount from Funding Recipient pursuant to this paragraph, this Funding Agreement shall terminate upon receipt of such notice by Funding Recipient and the State shall no longer be required to provide funds under this Funding Agreement and the Funding Agreement shall no longer be binding on either party.

10) DEFAULT PROVISIONS. Funding Recipient will be in default under this Funding Agreement if any of the following occur:

1. Substantial breaches of this Funding Agreement, or any supplement or amendment to it, or any other agreement between Funding Recipient and State evidencing or securing Funding Recipient's obligations;
2. Making any false warranty, representation, or statement with respect to this Funding Agreement or the claim filed to obtain State funding;
3. Failure to operate or maintain project in accordance with this Funding Agreement;
4. Failure to make any remittance required by this Funding Agreement;
5. Failure to comply with Labor Code requirements;
6. Failure to submit timely progress reports; or,
7. Failure to routinely invoice State.

Should an event of default occur, State shall provide a notice of default to the Funding Recipient and shall give Funding Recipient at least ten (10) calendar days to cure the default from the date the notice is sent via first-class mail to the Funding Recipient. If the Funding Recipient fails to cure the default within the time prescribed by the State, State may do any of the following:

1. Declare the funding be immediately repaid, with interest, which shall be equal to State of California general obligation bond interest rate in effect at the time of the default;
2. Terminate any obligation to make future payments to Funding Recipient;
3. Terminate the Funding Agreement; or,
4. Take any other action that it deems necessary to protect its interests.

In the event State finds it necessary to enforce this provision of this Funding Agreement in the manner provided by law, Funding Recipient agrees to pay all costs incurred by State including, but not limited to, reasonable attorneys' fees, legal expenses, and costs.

11) SUBMISSION OF REPORTS. The submittal and approval of all reports is a requirement for the successful completion of this Funding Agreement. Reports shall meet generally accepted professional standards for technical reporting and shall be proofread for content, numerical accuracy, spelling, and grammar prior to submittal to State. All reports shall be submitted to the State's Program Manager. If requested, Funding Recipient shall promptly provide any additional information deemed necessary by State for the approval of reports. Reports shall be presented in the formats described in the applicable portion of Exhibit F. The timely submittal of reports is a requirement for initial and continued disbursement of

State funds. Submittal and subsequent approval by the State of a Project Completion Report is a requirement for the release of any funds retained for the Project.

1. Semi-Annual Progress Reports: Funding Recipient shall submit Semi-Annual Progress Reports to meet the State's requirement for disbursement of funds. Progress Reports shall, in part, provide a brief description of the work performed, Funding Recipients activities, milestones achieved, any accomplishments and any problems encountered in the performance of the work under this Funding Agreement during the reporting period. The first Progress Report should be submitted to the State no later than six months after execution of this Funding Agreement with future reports then due on successive six-month increments based on the invoicing schedule and this date.
 2. Project Completion Reports: Funding Recipient shall prepare and submit to State a separate Project Completion Report for the Project. Funding Recipient shall submit a Project Completion Report within ninety (90) calendar days of project completion. The Project Completion Report shall include, in part, a description of actual work done, any changes or amendments to each project, a final schedule showing actual progress versus planned progress, and copies of any final documents or reports generated or utilized during a project.
- 12) NOTIFICATION OF STATE. Funding Recipient shall promptly notify State, in writing, of the following items:
1. Events or proposed changes that could affect the scope, budget, or work performed under this Funding Agreement. Funding Recipient agrees that no substantial change in the scope of the Project will be undertaken until written notice of the proposed change has been provided to State and State has given written approval for such change. Substantial changes generally include changes to the scope of work, schedule or term, and budget.
 2. Any public or media event publicizing the accomplishments and/or results of this Funding Agreement and provide the opportunity for attendance and participation by State's representatives. Funding Recipient shall make such notification at least 14 calendar days prior to the event.
- 13) NOTICES. Any notice, demand, request, consent, or approval that either party desires or is required to give to the other party under this Funding Agreement shall be in writing. Notices may be transmitted by any of the following means:
1. By delivery in person;
 2. By certified U.S. mail, return receipt requested, postage prepaid;
 3. By "overnight" delivery service; provided that next-business-day delivery is requested by the sender;
 4. By electronic means; or,
 5. Notices delivered in person will be deemed effective immediately on receipt (or refusal of delivery or receipt). Notices sent by certified mail will be deemed effective given ten (10) calendar days after the date deposited with the U. S. Postal Service. Notices sent by overnight delivery service will be deemed effective one business day after the date deposited with the delivery service. Notices sent electronically will be effective on the date of transmission, which is documented in writing. Notices shall be sent to the below

addresses. Either party may, by written notice to the other, designate a different address that shall be substituted for the one below.

- 14) PROJECT REPRESENTATIVES. The Project Representatives during the term of this Funding Agreement are as follows:

Department of Water Resources
Jeremy Arrich
Chief, Division of Flood Management
3310 El Camino Avenue, Suite 100
Sacramento, CA 95821

Riverside County Flood Control and Water
Conservation District
Jason E. Uhley
General Manager-Chief Engineer
1995 Market Street
Riverside, CA 92501

Direct all inquiries to the Program Manager:

Department of Water Resources
Flood Control Subventions Program
Manager
Attn: Mehdi Mizani
3464 El Camino Avenue, Suite 200
Sacramento, CA 95821
916.480.5351
Mehdi.Mizani@water.ca.gov

Riverside County Flood Control and Water
Conservation District
Julianna Adams
Engineering Project Manager
1995 Market Street
Riverside, CA 92501
951.955.1299
jadams@rivco.org

Either party may change its Project Representative or Program Manager upon written notice to the other party.

- 15) SURVIVAL OF TERMINATION. In accordance with the Water Code, upon termination or expiration of this Agreement each party's rights and obligations with respect to Disbursement of Funds (Paragraph 6), Indemnification (Paragraph D.18), and any other provisions which by their nature should survive termination or expiration of this Agreement, shall so survive. These rights and obligations also include the right to amend the claim that is the subject of this funding agreement should the State determine that the Project will meet the requirements of Water Code section 12585.7(d).

- 16) STANDARD PROVISIONS. The following Exhibits are attached and made a part of this Funding Agreement by this reference:

Exhibit A – Work Plan
Exhibit B – Budget
Exhibit C – Schedule
Exhibit D – Standard Conditions
Exhibit E – Funding Recipient Resolution
Exhibit F – Report Formats and Requirements
Exhibit H – Project Location
Exhibit I – Federal Agreements
Exhibit J – Guidelines

IN WITNESS WHEREOF, the parties hereto have executed this Funding Agreement.

**STATE OF CALIFORNIA
DEPARTMENT OF WATER
RESOURCES**

**RIVERSIDE COUNTY FLOOD
CONTROL AND WATER
CONSERVATION DISTRICT**

JEREMY ARRICH
Chief Division of Flood Management

JASON E. UHLEY
General Manager-Chief Engineer

Date _____

Date _____

Approved as to Legal Form and Sufficiency

Approved as to Legal Form and Sufficiency

ROBIN BREWER
Assistant Chief Counsel
Office of Chief Counsel

GREGORY P. PRIAMOS
County Counsel



SYNTHIA M. GUNZEL
Chief Deputy County Counsel

Date _____

Date 4-14-2020

Exhibit A

WORK PLAN

The Murrieta Creek Flood Control, Environmental Restoration and Recreation Project (“Project”) is divided into four major phases:

- Phase 1 - channel improvements/environmental restoration from the Front Street/Highway 79 south junction upstream to First Street (Temecula);
- Phase 2 - channel improvements/environmental restoration from First Street upstream to Winchester Road (Temecula);
- Phase 3 - the detention basin/environmental restoration/sports park located between Winchester Road and Elm Street (Murrieta/Temecula); and
- Phase 4 - channel improvements/environmental restoration from the detention basin upstream to Tenaja Road/Vineyard Parkway (Murrieta).

Phase 1

The majority of Phase 1 was constructed in December 2004 and consists of a channel improvement extending 2,400 feet upstream to First Street Bridge. The channel was widened between 170 to 240 feet with a 2:1 side slope. A continuous unmaintained vegetated corridor - varying in width from 70 to 94 feet - was created in the channel bottom.

During the construction of Phase 1, a levee was proposed to cross the existing Metropolitan Water District (MWD) San Diego Aqueduct pipelines on the east side of the channel. However, due to unacceptable impacts to the pipelines, this levee was never constructed. To maintain the construction schedule for the remainder of the Phase 1 improvements, the east side channel and levee improvements, from directly upstream of the MWD pipelines to downstream of the terminus of Highway 79, was separated from Phase 1 improvements and designated as Phase 1A.

In order to maximize floodflow capacities of Murrieta Creek, and due to its extremely low floodflow carrying capacity, removal of the Main Street Bridge was determined to be necessary to increase capacity. The existing Main Street Bridge was demolished, and a new bridge was constructed in its place.

After a few large storms following the construction of Phase 1 that caused major damage, the U.S. Army Corps of Engineers (USACE) excavated sediment material, restored the habitat corridor, and constructed a new drop structure just downstream of the 1st Street Bridge to prevent further erosion downstream and to stabilize the system upstream. The USACE also made repairs to major headcutting along Pujol Road (west bank) and constructed drainage ditches to convey the flows safely into the creek. Additional repair work and upgrades to Phase I included installation of geotextile erosion fabric and below ground rip-rap toe slope protection.

Phase 1A

Phase 1A has not been constructed. Phase 1A improvements consist of channel construction, scour protection, and an earthen levee/concrete floodwall along the channel’s eastern embankment. A 48 inch outlet with wingwalls and grouted rip-rap swale will be installed to convey ponded stormwater from a flood prone parking area adjacent to the channel. An existing side drain will be modified to include wingwalls

and a grouted rip-rap apron. A paved access road will be installed along the top of the levee. After completion of construction, a 70 foot wide, 2 foot high terraced corridor along the toe of the levee will be restored and planted with riparian species. Construction will extend upstream from the Highway 79 terminus to tie-in with existing Phase 1 improvements.

Phase 2

Phase 2 of the Project – the channel improvements from First Street upstream to Winchester Road – was also divided into two phases:

Phase 2A

The majority of Phase 2A was constructed in 2017. Phase 2A consists of soil cement slope protection and associated habitat and recreation features that extends approximately 4,300 feet from just downstream of the First Street Bridge to the Rancho California Bridge.

Phase 2B

Phase 2B has not been constructed. Phase 2B will consist of a mostly earthen channel and associated habitat and recreation features extending approximately 8,700 feet from just downstream of Rancho California Bridge to Winchester Road.

Phases 3 and 4

Phases 3 and 4 of the Project are not part of this Agreement and will be addressed in a separate agreement between Riverside County Flood Control and Water Conservation District and Department of Water Resources.

Exhibit B
BUDGET

| Purpose | Non-Federal Share (\$) | State Share |
|---|------------------------|------------------------|
| Initial 5% Cash Contribution for Flood Control | \$22,655,783.81 | \$11,327,891.91 |
| LERRD for Flood Control, Environmental Restoration and Recreation | \$35,076,000.00 | \$17,538,000 |
| Total Project Cost for Flood Control, Environmental Restoration, and Recreation Construction | \$57,731,783.81 | \$28,865,891.91 |
| Maximum State obligation Pursuant to this Agreement ¹ | | \$16,000,000 |

¹ Based on current available funds and subject to future amendment pursuant to agreement terms.

Exhibit C
SCHEDULE

| Description | Timeline |
|--|---|
| Phase 1 Construction | Awarded September 2003 Majority of the construction completed 2004 Damaged in 2005 Repaired in 2007 |
| Phase 2A Construction | Awarded August 2015 Majority of the construction completed 2018 Remaining construction items to be completed by August 2020 |
| Phase 2B Planning Engineering and Design | 8 Months* |
| Phase 2B Construction | 18 Months* |

*Estimated time of construction. Construction start and finish dates are to be determined.

Exhibit D

STANDARD CONDITIONS

- D.1) ACCOUNTING AND DEPOSIT OF FUNDING DISBURSEMENT:
- a) **Separate Accounting of Funding Disbursements:** Funding Recipient shall account for the money disbursed pursuant to this Funding Agreement separately from all other Funding Recipient funds. Funding Recipient shall maintain audit and accounting procedures that are in accordance with generally accepted accounting principles and practices, consistently applied. Funding Recipient shall keep complete and accurate records of all receipts and disbursements on expenditures of such funds. Funding Recipient shall require its contractors or subcontractors to maintain books, records, and other documents pertinent to their work in accordance with generally accepted accounting principles and practices. Records are subject to inspection by State at any and all reasonable times.
 - b) **Disposition of Money Disbursed:** All money disbursed pursuant to this Funding Agreement shall be deposited in a non-interest-bearing account, administered, and accounted for pursuant to the provisions of applicable law.
 - c) **Remittance of Unexpended Funds:** Funding Recipient shall remit to State any unexpended funds that were disbursed to Funding Recipient under this Funding Agreement and were not used to pay Eligible Project Costs within a period of sixty (60) calendar days from the final disbursement from State to Funding Recipient of funds or, within thirty (30) calendar days of the expiration of the Funding Agreement, whichever comes first.
- D.2) ACKNOWLEDGEMENT OF CREDIT AND SIGNAGE: Funding Recipient shall include appropriate acknowledgement of credit to the State for its support when promoting the Project or using any data and/or information developed under this Funding Agreement. Signage shall be posted in a prominent location at Project site(s) (if applicable) or at the Funding Recipient's headquarters and shall include the Department of Water Resources color logo and the following disclosure statement: "Funding for this project has been provided in full or in part by the State Department of Water Resources." The Funding Recipient shall also include in each of its contracts for work under this Agreement a provision that incorporates the requirements stated within this Paragraph.
- D.3) AMENDMENT: This Funding Agreement may be amended at any time by mutual agreement of the Parties, except insofar as any proposed amendments are in any way contrary to applicable law. Requests by the Funding Recipient for amendments must be in writing stating the amendment request and the reason for the request. State shall have no obligation to agree to an amendment.
- D.4) AMERICANS WITH DISABILITIES ACT: By signing this Funding Agreement, Funding Recipient assures State that it complies with the Americans with Disabilities Act (ADA) of 1990, (42 U.S.C. § 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

D.5) AUDITS: Upon receipt of a Flood Control Subventions Claim, the Department of Water Resources will confirm the Eligible Project Costs and forward the claim to the State Controller's Office (SCO). Within nine months of receipt of the claim from the Department of Water Resources, the SCO shall conduct an audit of the claim and the Project pursuant to Water Code section 12832. If the SCO is unable to perform the audit within the nine months, the State shall disburse ninety percent (90%) of the claim subject to completion of the audit by the SCO in accordance with Paragraph D.33 of this Agreement. Failure or refusal by Funding Recipient to comply with this provision shall be considered a material breach of this Funding Agreement, and State may elect to pursue remedies provided in Paragraph 10 or take any other action it deems necessary to protect its interests. The Funding Recipient agrees it shall return any audit disallowances to the State.

Pursuant to Government Code section 8546.7, the Funding Recipient shall be subject to the examination and audit by the State for a period of three (3) years after final payment under this Funding Agreement with respect of all matters connected with this Funding Agreement, including but not limited to, the cost of administering this Funding Agreement. All records of Funding Recipient or its contractor or subcontractors shall be preserved for this purpose for at least three (3) years after receipt of the final disbursement under this Agreement.

D.6) BUDGET CONTINGENCY: If the Budget Act of the current year covered under this Funding Agreement does not appropriate sufficient funds for this program, this Funding Agreement shall be of no force and effect. This provision shall be construed as a condition precedent to the obligation of State to make any payments under this Funding Agreement. In this event, State shall have no liability to pay any funds whatsoever to Funding Recipient or to furnish any other considerations under this Funding Agreement and Funding Recipient shall not be obligated to perform any provisions of this Funding Agreement. Nothing in this Funding Agreement shall be construed to provide Funding Recipient with a right of priority for payment over any other Funding Recipient. If funding for any fiscal year after the current year covered by this Funding Agreement is reduced or deleted by the Budget Act, by Executive Order, or by order of the Department of Finance, the State shall have the option to either cancel this Funding Agreement with no liability occurring to State, or offer a Funding Agreement amendment to Funding Recipient to reflect the reduced amount.

D.7) CEQA: Activities funded under this Funding Agreement must be in compliance with the California Environmental Quality Act (CEQA). (Pub. Resources Code, § 21000 et seq.) Any work that is subject to CEQA and funded under this Agreement shall not proceed until documents that satisfy the CEQA process are received by the State's Program Manager and the State has completed its CEQA compliance. Work funded under this Agreement that is subject to a CEQA document shall not proceed until and unless approved by the State's Program Manager. Such approval is fully discretionary and shall constitute a condition precedent to any work for which it is required. If CEQA compliance by the Funding Recipient is not complete at the time the State signs this Agreement, once State has considered the environmental documents, it may decide to require changes, alterations, or other mitigation to the Project; or to not fund the Project.

Should the State decide to not fund the Project, this Agreement shall be terminated in accordance with Paragraph 10.

- D.8) CHILD SUPPORT COMPLIANCE ACT: The Funding Recipient acknowledges in accordance with Public Contract Code section 7110, that:
- a) The Funding Recipient recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Family Code section 5200 et seq.; and
 - b) The Funding Recipient, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
- D.9) CLAIMS DISPUTE: Any claim that the Funding Recipient may have regarding performance of this Agreement including, but not limited to, claims for additional compensation or extension of time, shall be submitted to the DWR Project Representative, within thirty (30) days of the Funding Recipient's knowledge of the claim. State and Funding Recipient shall then attempt to negotiate a resolution of such claim and process an amendment to this Agreement to implement the terms of any such resolution.
- D.10) COMPETITIVE BIDDING AND PROCUREMENTS: Funding Recipient shall comply with all applicable laws and regulations regarding securing competitive bids and undertaking competitive negotiations in Funding Recipient's contracts with other entities for acquisition of goods and services and construction of public works with funds provided by State under this Funding Agreement.
- D.11) COMPUTER SOFTWARE: Funding Recipient certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Funding Agreement for the acquisition, operation, or maintenance of computer software in violation of copyright laws.
- D.12) CONFLICT OF INTEREST: All participants are subject to State and Federal conflict of interest laws. Failure to comply with these laws, including business and financial disclosure provisions, will result in the application being rejected and any subsequent contract being declared void. Other legal action may also be taken. Applicable statutes include, but are not limited to, Government Code section 1090 and Public Contract Code sections 10410 and 10411, for State conflict of interest requirements.
- a) Current State Employees: No State officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any State agency, unless the employment, activity, or enterprise is required as a condition of regular State employment. No State officer or employee shall contract on his or her own behalf as an independent contractor with any State agency to provide goods or services.

- b) Former State Employees: For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency. For the twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving State service.
 - c) Employees of the Funding Recipient: Employees of the Funding Recipient shall comply with all applicable provisions of law pertaining to conflicts of interest, including but not limited to any applicable conflict of interest provisions of the California Political Reform Act. (Gov. Code, § 87100 et seq.)
 - d) Employees and Consultants to the Funding Recipient: Individuals working on behalf of a Funding Recipient may be required by the Department to file a Statement of Economic Interests (Fair Political Practices Commission Form 700) if it is determined that an individual is a consultant for Political Reform Act purposes.
- D.13) DELIVERY OF INFORMATION, REPORTS, AND DATA: Funding Recipient agrees to expeditiously provide throughout the term of this Funding Agreement, such reports, data, information, and certifications as may be reasonably required by State.
- D.14) DISPOSITION OF EQUIPMENT: Funding Recipient shall provide to State, not less than 30 calendar days prior to submission of the final invoice, an itemized inventory of equipment purchased with funds provided by State. The inventory shall include all items with a current estimated fair market value of more than \$5,000.00 per item. Within 60 calendar days of receipt of such inventory State shall provide Funding Recipient with a list of the items on the inventory that State will take title to. All other items shall become the property of Funding Recipient. State shall arrange for delivery from Funding Recipient of items that it takes title to. Cost of transportation, if any, shall be borne by State.
- D.15) DRUG-FREE WORKPLACE CERTIFICATION: Certification of Compliance: By signing this Funding Agreement, Funding Recipient, its contractors or subcontractors hereby certify, under penalty of perjury under the laws of State of California, compliance with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code § 8350 et seq.) and have or will provide a drug-free workplace by taking the following actions:
- a) Publish a statement notifying employees, contractors, and subcontractors that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, contractors, or subcontractors for violations, as required by Government Code section 8355.
 - b) Establish a Drug-Free Awareness Program, as required by Government Code section 8355 to inform employees, contractors, or subcontractors about all of the following:
 - i) The dangers of drug abuse in the workplace,

- ii) Funding Recipient's policy of maintaining a drug-free workplace,
 - iii) Any available counseling, rehabilitation, and employee assistance programs, and
 - iv) Penalties that may be imposed upon employees, contractors, and subcontractors for drug abuse violations.
- c) Provide, as required by Government Code section 8355, that every employee, contractor, and/or subcontractor who works under this Funding Agreement:
- i) Will receive a copy of Funding Recipient's drug-free policy statement, and
 - ii) Will agree to abide by terms of Funding Recipient's condition of employment, contract or subcontract.

D.16) FUNDING RECIPIENT'S RESPONSIBILITIES. Funding Recipient and its representatives shall:

- a) Faithfully and expeditiously perform or cause to be performed all project work as described in Exhibit A (Work Plan) and in accordance with Project Exhibit B (Budget) and Exhibit C (Schedule).
- b) Accept and agree to comply with all terms, provisions, conditions, and written commitments of this Funding Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by Funding Recipient in the application, documents, amendments, and communications filed in support of its request for funding.
- c) Comply with all applicable California, federal, and local laws and regulations.
- d) Implement the Project in accordance with applicable provisions of the law.
- e) Fulfill its obligations under the Funding Agreement and be responsible for the performance of the Project.
- f) Obtain any and all permits, licenses, and approvals required for performing any work under this Funding Agreement, including those necessary to perform design, construction, or operation and maintenance of the Project. Funding Recipient shall provide copies of permits and approvals to State.
- g) Be solely responsible for design, construction, and operation and maintenance of projects within the work plan. Review or approval of plans, specifications, bid documents, or other construction documents by State is solely for the purpose of proper administration of funds by State and shall not be deemed to relieve or restrict responsibilities of Funding Recipient under this Agreement.
- h) Be solely responsible for all work and for persons or entities engaged in work performed pursuant to this Agreement, including, but not limited to, contractors, subcontractors, suppliers, and providers of services. The Funding Recipient shall be responsible for any and all disputes arising out of its contracts for work on the Project, including but not limited to payment disputes with contractors and subcontractors. The State will not mediate disputes between the Funding Recipient and any other entity concerning responsibility for performance of work.

- D.17) GOVERNING LAW: This Funding Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.
- D.18) INDEMNIFICATION: Funding Recipient shall indemnify and hold and save the State, its officers, agents, and employees, free and harmless from any and all liabilities for any claims and damages (including inverse condemnation) that may arise out of the Project and this Agreement, including, but not limited to any claims or damages arising from planning, design, construction, maintenance, operation, repair, and/or rehabilitation of the Project and any breach of this Agreement. Funding Recipient shall require its contractors or subcontractors to name the State, its officers, agents and employees as additional insureds on their liability insurance for activities undertaken pursuant to this Agreement.
- D.19) INDEPENDENT CAPACITY: Funding Recipient, and the agents and employees of Funding Recipients, in the performance of the Funding Agreement, shall act in an independent capacity and not as officers, employees, or agents of the State.
- D.20) INSPECTION OF BOOKS, RECORDS, AND REPORTS: During regular office hours, each of the parties hereto and their duly authorized representatives shall have the right to inspect and to make copies of any books, records, or reports of either party pertaining to this Funding Agreement or matters related hereto. Each of the parties hereto shall maintain and shall make available at all times for such inspection accurate records of all its costs, disbursements, and receipts with respect to its activities under this Funding Agreement. Failure or refusal by Funding Recipient to comply with this provision shall be considered a breach of this Funding Agreement, and State may withhold disbursements to Funding Recipient or take any other action it deems necessary to protect its interests.
- D.21) INSPECTIONS OF PROJECT BY STATE: State shall have the right to inspect the work being performed at any and all reasonable times during the term of the Funding Agreement. This right shall extend to any subcontracts, and Funding Recipient shall include provisions ensuring such access in all its contracts or subcontracts entered into pursuant to its Funding Agreement with State.
- D.22) LABOR CODE COMPLIANCE: The Funding Recipient agrees to be bound by all the provisions of the Labor Code regarding prevailing wages and shall monitor all contracts subject to reimbursement from this Agreement to assure that the prevailing wage provisions of the Labor Code are being met. Current DIR requirements may be found at <http://www.dir.ca.gov/lcp.asp>. For more information, please refer to DIR's *Public Works Manual* at: <http://www.dir.ca.gov/dlse/PWManualCombined.pdf>. The Funding Recipient affirms that it is aware of the provisions of section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance, and the Grantee affirms that it will comply with such provisions before commencing the performance of the work under this Agreement and will make its contractors and subcontractors aware of this provision.
- D.23) MODIFICATION OF OVERALL WORK PLAN: At the request of the Funding Recipient, the State may at its sole discretion approve non-material changes to the portions of Exhibit A which concern the budget and schedule without formally amending this Funding Agreement. Non-material changes with respect to the budget are

changes that only result in reallocation of the budget and will not result in an increase in the amount of the State Funding Agreement. Non-material changes with respect to the Project schedule are changes that will not extend the term of this Funding Agreement. Requests for non-material changes to the budget and schedule must be submitted by the Funding Recipient to the State in writing and are not effective unless and until specifically approved by the State's Program Manager in writing.

- D.24) NONDISCRIMINATION: During the performance of this Funding Agreement, Funding Recipient and its contractors or subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), marital status, and denial of medial and family care leave or pregnancy disability leave. Funding Recipient and its contractors or subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Funding Recipient and its contractors or subcontractors shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code, § 12990.) and the applicable regulations promulgated there under (Cal. Code Regs., tit. 2, § 11000 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing the California Fair Employment and Housing Act are incorporated into this Agreement by reference. Funding Recipient and its contractors or subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

Funding Recipient shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Funding Agreement.

- D.25) OPINIONS AND DETERMINATIONS: Where the terms of this Funding Agreement provide for action to be based upon judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.
- D.26) PRIORITY HIRING CONSIDERATIONS: If this Funding Agreement includes services in excess of \$200,000, the Funding Recipient shall give priority consideration in filling vacancies in positions funded by the Funding Agreement to qualified recipients of aid under Welfare and Institutions Code section 11200 in accordance with Public Contract Code section 10353.
- D.27) PROHIBITION AGAINST DISPOSAL OF PROJECT WITHOUT STATE PERMISSION: The Funding Recipient shall not sell, abandon, lease, transfer, exchange, mortgage, hypothecate, or encumber in any manner whatsoever all or any portion of any real or other property necessarily connected or used in conjunction with the Project, or with Funding Recipient's service of water, without prior permission of State. Funding Recipient shall not take any action, including but not limited to actions relating to user fees, charges, and assessments that could adversely affect the ability of Funding Recipient to meet its obligations under this Funding Agreement, without prior

written permission of State. State may require that the proceeds from the disposition of any real or personal property be remitted to State.

- D.28) REMEDIES NOT EXCLUSIVE: The use by either party of any remedy specified herein for the enforcement of this Funding Agreement is not exclusive and shall not deprive the party using such remedy of, or limit the application of, any other remedy provided by law.
- D.29) RETENTION: The State shall withhold ten percent (10%) of the funds requested by the Funding Recipient for reimbursement of Eligible Project Costs until the Project is completed and the State Controller's Office (SCO) has completed its final audit as set forth in Paragraph D.5. Any retained amounts due to the Funding Recipient will be promptly disbursed to the Funding Recipient, without interest, upon completion of and subject to the SCO's audit.
- D.30) RIGHTS IN DATA: Funding Recipient agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes and other written or graphic work produced in the performance of this Funding Agreement shall be made available to the State and shall be in the public domain to the extent to which release of such materials is required under the California Public Records Act. (Gov. Code, § 6250 et seq.) Funding Recipient may disclose, disseminate and use in whole or in part, any final form data and information received, collected and developed under this Funding Agreement, subject to appropriate acknowledgement of credit to State for financial support. Funding Recipient shall not utilize the materials for any profit-making venture or sell or grant rights to a third party who intends to do so. The State shall have the right to use any data described in this paragraph for any public purpose.
- D.31) SEVERABILITY: Should any portion of this Funding Agreement be determined to be void or unenforceable, such shall be severed from the whole and the Funding Agreement shall continue as modified.
- D.32) SUSPENSION OF PAYMENTS: This Funding Agreement may be subject to suspension of payments or termination, or both if the State determines that:
- a) Funding Recipient, its contractors, or subcontractors have made a false certification, or
 - b) Funding Recipient, its contractors, or subcontractors violates the certification by failing to carry out the requirements noted in this Funding Agreement.
- D.33) SUCCESSORS AND ASSIGNS: This Funding Agreement and all of its provisions shall apply to and bind the successors and assigns of the parties. No assignment or transfer of this Funding Agreement or any part thereof, rights hereunder, or interest herein by the Funding Recipient shall be valid unless and until it is approved by State and made subject to such reasonable terms and conditions as State may impose.
- D.34) TERMINATION BY FUNDING RECIPIENT: Subject to State approval which may be reasonably withheld, Funding Recipient may terminate this Agreement and be relieved of contractual obligations. In doing so, Funding Recipient must provide a reason(s) for termination. Funding Recipient must submit all progress reports summarizing accomplishments up until termination date.

- D.35) TERMINATION FOR CAUSE: Subject to the right to cure under Paragraph 10, the State may terminate this Funding Agreement and be relieved of any payments should Funding Recipient fail to perform the requirements of this Funding Agreement at the time and in the manner herein, provided including but not limited to reasons of default under Paragraph 10.
- D.36) TERMINATION WITHOUT CAUSE: The State may terminate this Agreement without cause on 30 days advance written notice. The Funding Recipient shall be reimbursed for all reasonable expenses incurred up to the date of termination.
- D.37) THIRD PARTY BENEFICIARIES: The parties to this Agreement do not intend to create rights in, or grant remedies to, any third party as a beneficiary of this Agreement, or any duty, covenant, obligation or understanding established herein.
- D.38) TIMELINESS: Time is of the essence in this Funding Agreement.
- D.39) TRAVEL: Travel includes the reasonable and necessary costs of transportation, subsistence, and other associated costs incurred by personnel during the term of this Funding Agreement. Any reimbursement for necessary travel and per diem shall be at rates not to exceed those set by the California Department of Human Resources. These rates may be found at: <http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx>. Reimbursement will be at the State travel and per diem amounts that are current as of the date costs are incurred. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from the State.
- D.40) UNION ORGANIZING: Funding Recipient, by signing this Funding Agreement, hereby acknowledges the applicability of Government Code sections 16645 through 16649 to this Funding Agreement. Furthermore, Funding Recipient, by signing this Funding Agreement, hereby certifies that:
- a) No State funds disbursed by this Funding Agreement will be used to assist, promote, or deter union organizing.
 - b) Funding Recipient shall account for State funds disbursed for a specific expenditure by this Funding Agreement to show those funds were allocated to that expenditure.
 - c) Funding Recipient shall, where State funds are not designated as described in (b) above, allocate, on a pro rata basis, all disbursements that support the program.
 - d) If Funding Recipient makes expenditures to assist, promote, or deter union organizing, Funding Recipient will maintain records sufficient to show that no State funds were used for those expenditures and that Funding Recipient shall provide those records to the Attorney General upon request.
- D.41) VENUE: The State and the Funding Recipient hereby agree that any action arising out of this Agreement shall be filed and maintained in the Superior Court in and for the County of Sacramento, California, or in the United States District Court in and for the Eastern District of California. The Funding Recipient hereby waives any existing sovereign immunity for the purposes of this Agreement.
- D.42) WAIVER OF RIGHTS: None of the provisions of this Funding Agreement shall be deemed waived unless expressly waived in writing. It is the intention of the parties here

to that from time to time either party may waive any of its rights under this Funding Agreement unless contrary to law. Any waiver by either party of rights arising in connection with the Funding Agreement shall not be deemed to be a waiver with respect to any other rights or matters, and such provisions shall continue in full force and effect.

Exhibit E
AUTHORIZING RESOLUTION

Board of Supervisors

Riverside County Flood Control
and Water Conservation District

RESOLUTION NO. F2020-10

ACCEPTING A PROPOSAL FOR FUNDING FROM THE CALIFORNIA DEPARTMENT
OF WATER RESOURCES; APPROVING THE FUNDING AGREEMENT WITH THE
CALIFORNIA DEPARTMENT OF WATER RESOURCES AND AUTHORIZING THE
GENERAL MANAGER -CHIEF ENGINEER OR DESIGNEE TO EXECUTE THE
FUNDING AGREEMENT AND ANY AMENDMENTS THERETO, FOR THE MURRIETA
CREEK FLOOD CONTROL, ENVIRONMENTAL RESTORATION AND RECREATION
PROJECT

WHEREAS, pursuant to California Public Resources Code section 5096.824, the Department of Water Resources of the State of California ("State") desires to provide funding from the Disaster Preparedness and Flood Prevention Bond Act of 2006 to the Riverside County Flood Control and Water Conservation District, a body politic ("District") for the Murrieta Creek Flood Control, Environmental Restoration and Recreation Project ("Project"); and

WHEREAS, pursuant to Water Code Appendix Section 9.4, the District may control flood and storm waters of the District and protect from damage from these flood or storm waters the watercourses, watersheds, public highways, life and property in the District, and may make contracts necessary for the full exercise of its powers; and

WHEREAS, the State desires to fund and the District desires to accept up to 70 percent of the eligible non-federal project costs for portions of Project as provided in California Water Code section 12749.93; and

WHEREAS, the District has satisfied the requirements of the California Environmental Quality Act by conducting its own review and analysis and exercising independent judgment in its findings and determinations to the previously certified Environmental Impact Statement/Environmental Impact Report (SCH No. 2000071051) and the Supplemental Environmental Impact Report for all associated actions and approvals as it relates to this Agreement and the Project; and,

WHEREAS, the State and the District desire to enter into a Funding Agreement to terms and conditions associated with the provision of funding to the District for the Project, a federally authorized flood control project eligible and approved for subvention funding by the State;

NOW, THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED by the Board of Supervisors of the Riverside County Flood Control and Water Conservation District, ("Board") in regular session assembled on _____, at 9:30 a.m. or soon thereafter, in the meeting room of the Board of Supervisors located on the 1st floor of the County Administrative Center, 4080 Lemon Street, Riverside, California, that this Board finds that nothing further is required under the California Environmental Quality Act (CEQA) because all potentially significant effects have been adequately analyzed in an earlier Environmental Impact Study (EIS)/Environmental Impact Report (EIR) (SCH#2000071051) certified by this Board on January 28, 2003 [Agenda Item No. 11.5] and the Supplemental EIS/EIRs certified by this Board on August 5, 2014 [Agenda Item No. 11.5] have adequately addressed the environmental concerns pursuant to CEQA.

BE IT FURTHER RESOLVED AND DETERMINED that this Board authorized the proposal for funding from the Department of Water Resources under the Flood Control Subventions Program offered by and through the Disaster Preparedness and Flood Prevention Bond Act of 2006 and approves that certain Funding Agreement No. 4600013533 ("Agreement") between the State of California, Department of Water Resources and Riverside County Flood Control and Water Conservation District for the purposes outlined herein and pursuant to the terms and contained within the Agreement.

BE IT FURTHER RESOLVED AND DETERMINED that this Board authorizes the District General Manager-Chief Engineer or designee, to execute the Agreement on behalf of the District and any other documents to complete this transaction.

BE IT FURTHER RESOLVED AND DETERMINED that this Board authorizes the General Manager-Chief Engineer or designee, to approve and execute any amendments

thereto that stay within the intentions of the parties, including but not limited to amending the percentage or amount of subvention funding that may be provided by the State or to add phases to the project that are eligible for the funding, for the Murrieta Creek Flood Control, Environmental Restoration and Recreation Project.

BE IT FURTHER RESOLVED and DETERMINED that a copy hereof is forwarded to State as evidence of this authorization.

Exhibit F

REPORT FORMATS AND REQUIREMENTS

The following reporting formats should be utilized. Please obtain State approval prior to submitting a report in an alternative format.

1. PROGRESS REPORTS

Progress reports shall generally use the following format. This format may be modified as necessary to effectively communicate information.

PROJECT STATUS

For each project, describe the work performed during the time period covered by the report including but not limited to:

PROJECT INFORMATION

- Legal matters
- Engineering Evaluations
- Environmental matters
- Status of permits, easements, rights-of-way, rights of entry and approvals as may be required by other State, federal, and/or local agencies
- Major accomplishments during the quarter (i.e. tasks completed, milestones met, meetings held or attended, press releases, etc.)
- Issues/concerns that have, will, or could affect the schedule or budget, with a recommendation on how to correct the matter
- Demonstrate financial ability to pay local cost share of Eligible Project Costs required to complete the Project
- Estimate the percentage completion of the overall project
- Identify key issues that need to be resolved
- Photos documenting progress

COST INFORMATION

- Provide a list showing all project costs incurred during the time period covered by the report by the Funding Recipient and each contractor working on the project and which of these costs are Eligible Project Costs
- A discussion on how the actual budget is progressing in comparison to the project budget included in the Overall Work Plan
- A list of any changes approved to the budget in accordance with Funding Agreement and a revised budget, by task, if changed from latest budget in the Overall Work Plan
- A discussion of whether there have been any changes to the Funding Recipient's finance plan for payment of the Funding Recipient's share of Eligible Project Costs

- A summary of project budget and expenditures to date covering the federal and non-federal cost shares.

SCHEDULE INFORMATION

- A schedule showing actual progress versus planned progress
- A discussion on how the actual schedule is progressing in comparison to the baseline and last reported schedule
- A list of any changes approved to the Schedule in accordance with Funding Agreement and a revised schedule, by task, if changed from latest reported schedule

PLANNED WORK AND EXPENDITURES

- Provide a summary schedule of planned work and planned expenditures projecting at least three years into the future, or to the end of the term of this funding agreement, whichever is sooner.

2. PROJECT COMPLETION REPORT

Project Completion Reports shall generally use the following format.

EXECUTIVE SUMMARY – Should include a brief summary of project information and include the following items:

- Brief description of the overall work proposed to be done under this Funding Agreement
- Description of actual work completed and any deviations from the work plan identified in the Funding Agreement

REPORTS AND/OR PRODUCTS – The following items should be provided or referenced if already provided to State

- Final Evaluation report
- Electronic copies of any data collected, not previously submitted
- Project photos
- Discussion of problems that occurred during the work and how those problems were resolved
- A final project schedule showing actual progress versus planned progress

COSTS AND DISPOSITION OF FUNDS – A list showing:

- The date each invoice was submitted to State
- The amount of the invoice
- The date the check was received
- The amount of the check (If a check has not been received for the final invoice, then state this in this section.)
- A summary of the payments, work in kind, and in-kind contributions made by the Funding Recipient for meeting its cost sharing obligations under this Funding

Agreement, and status as to whether Federal agency has approved the in-kind efforts.

- A summary of final funds disbursement including:
 - Labor cost of personnel of agency/ major consultant /sub-consultants. Indicate personnel, hours, rates, type of profession and reason for consultant, i.e., design, CEQA work, etc.
 - Evaluation cost information, shown by material, equipment, labor costs, and any change orders
 - Any other incurred cost detail
 - A statement verifying separate accounting of funding disbursements
- Summary of project cost including the following items:
 - Accounting of the cost of project expenditure;
 - Include all internal and external costs not previously disclosed; and
 - A discussion of factors that positively or negatively affected the project cost and any deviation from the original project cost estimate.

ADDITIONAL INFORMATION – Any relevant additional Information should be included.

Exhibit H PROJECT LOCATION

Project Location/Site/Vicinity Map – Provide a map and/or diagrams depicting the project location and site characteristics including the area and watershed encompassed by the project and disadvantaged communities within the project area (if applicable).

If needed, provide a description of the project location including overlying jurisdiction (City, County, State, or Federal land), Assessor Parcel Numbers, property addresses, legal descriptions, and Latitude/Longitude of project site.

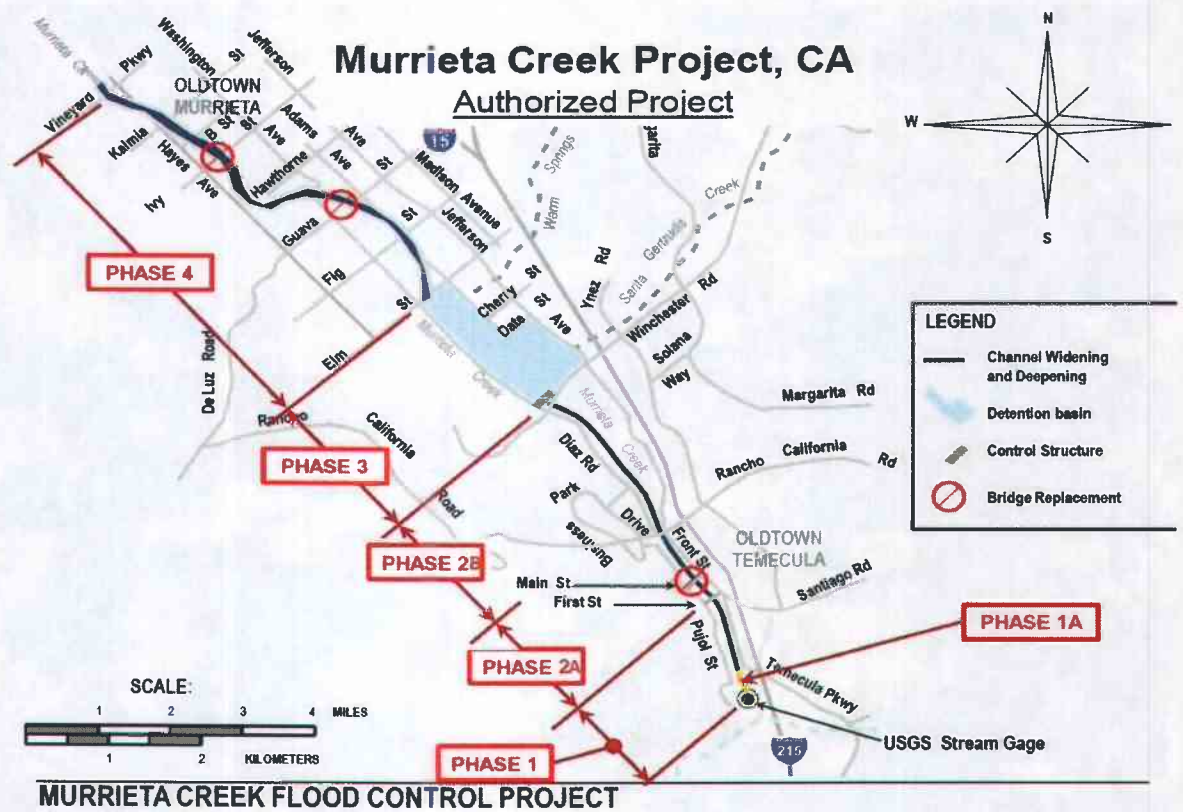


Exhibit I
FEDERAL AGREEMENTS
AMENDMENT NUMBER 1
TO THE
PROJECT COOPERATION AGREEMENT
BETWEEN
THE DEPARTMENT OF THE ARMY
AND
RIVERSIDE COUNTY FLOOD CONTROL AND WATER
CONSERVATION DISTRICT
FOR CONSTRUCTION OF THE
MURRIETA CREEK FLOOD CONTROL, ENVIRONMENTAL RESTORATION
AND RECREATION PROJECT

THIS AMENDMENT No. 1 is entered into this 19th day of August, 2014, by and between the Department of the Army (hereinafter the "Government"), represented by the U.S. Army Engineer, Los Angeles District (hereinafter the "District Engineer"), and the Riverside County Flood Control and Water Conservation District (hereinafter the "Non-Federal Sponsor"), represented by the Chairman of the Riverside County Flood Control and Water Conservation District.

WITNESSETH, THAT:

WHEREAS, the Government and the Non-Federal Sponsor entered into a Project Cooperation Agreement on September 11, 2003 (hereinafter referred to as the "Agreement"), for construction of the Murrieta Creek Flood Control, Environmental Restoration, and Recreation Project (hereinafter referred to as the "Project", as defined in Article I.A. of the Agreement);

WHEREAS, the Non-Federal Sponsor considers it to be in its own interest for the Government to accelerate use of a portion or all of the Non-Federal Sponsor's required contribution of funds for the Project; and

WHEREAS, the Non-Federal Sponsor understands that the Government's accelerated use of the funds provided by the Non-Federal Sponsor shall not constitute or imply any commitment by the Government to budget or appropriate funds for the Project in the future or to match the amount the Non-Federal Sponsor elects to designate for accelerated use; that such funds accelerated will be credited toward the Non-Federal Sponsor's required cost share only to the extent additional Federal funds are appropriated for the Project; and that the Non-Federal Sponsor is not entitled to any repayment of the funds accelerated even if the Project is not completed.

NOW, THEREFORE, the Government and the Non-Federal Sponsor agree to amend the Agreement by adding the following:

1. The following Whereas Clauses are inserted after the 6th Whereas clause:

"WHEREAS, the Non-Federal Sponsor considers it to be in its own interest for the Government to accelerate use of a portion or all of the Non-Federal Sponsor's required

contribution of funds for the Project;

WHEREAS, the Non-Federal Sponsor understands that the Government's accelerated use of the funds provided by the Non-Federal Sponsor shall not constitute or imply any commitment by the Government to budget or appropriate funds for the Project in the future or to match the amount the Non-Federal Sponsor elects to designate for accelerated use; that such funds accelerated will be credited toward the Non-Federal Sponsor's required cost share only to the extent additional Federal funds are appropriated for the Project; and that the Non-Federal Sponsor is not entitled to any repayment of the funds accelerated even if the Project is not completed;"

2. ARTICLE II - OBLIGATIONS OF THE GOVERNMENT AND THE NON-FEDERAL SPONSOR is amended as follows:

a. Article II.J. is amended by striking the current paragraph and replacing the following:

"J. The Non-Federal Sponsor shall not use Federal funds to meet any of the Non-Federal Sponsor's obligations for the Project under this Agreement unless the Federal agency providing the funds verifies in writing that such funds are authorized to carry out the Project."

b. Article II is further amended by adding the following paragraphs O. – Q. at the end thereof:

"O. The Non-Federal Sponsor desires that the Government accelerate use of a portion or all of the Non-Federal Sponsor's contribution of funds required during the period of construction of the Project by paragraph D., paragraph E., and paragraph F. of this Article. The amount of funds accelerated shall not exceed the current estimate of the Non-Federal Sponsor's contribution of funds required by paragraph D., paragraph E., or paragraph F. of this Article, as determined by the Government in coordination with the Non-Federal Sponsor, less any funds previously contributed by the Non-Federal Sponsor and obligated by the Government.

P. As Federal appropriations are made available to pay the Federal share of the total project costs, the Government shall afford credit toward the Non-Federal Sponsor's contribution of funds required by paragraph D., paragraph E., and paragraph F. of this Article for the funds accelerated in accordance with paragraph O. of this Article.

Q. The Non-Federal Sponsor understands that neither execution of Amendment No. 1 to this Agreement nor the Government's accelerated use of funds provided by the Non-Federal Sponsor constitutes or implies any commitment by the Government to budget or appropriate funds for this Project in the future or to match the amount the Non-Federal Sponsor provides for accelerated use and that credit toward the Non-Federal Sponsor's contribution of funds required by paragraph D., paragraph E., and paragraph F. of this Article for the funds accelerated shall be provided only to the extent that additional Federal funds are appropriated for this Project. Further, the Non-Federal

Sponsor understands that it is not entitled to any repayment of the funds accelerated even if the Project is not completed and the Government's use of accelerated funds shall not represent, or give rise to, obligations of the United States."

3. ARTICLE IV - CREDIT FOR VALUE OF LANDS, RELOCATIONS, AND DISPOSAL AREAS is amended by striking the last sentence of Article IV.A. and replacing with the following:

"The Non-Federal Sponsor also shall not receive credit for the value of lands, easements, rights-of-way, relocations, or borrow and dredged material disposal areas that were acquired or performed using Federal funds unless the Federal agency providing the funds verifies in writing that such funds are authorized to carry out the Project."

4. ARTICLE VI - METHOD OF PAYMENT is amended as follows:

a. Article VI.A. is amended by striking the 3rd sentence and replacing with the following:

"On the effective date of Amendment No. 1 to this Agreement, total project costs are projected to be \$139,379,000; total flood control costs are projected to be \$101,854,820; total project recreation costs are projected to be \$14,007,559; total project environmental restoration costs are projected to be \$23,516,621; the Non-Federal Sponsor's contribution of funds required by Article II.D.1. and Article II.D.3. of this Agreement is projected to be \$5,843,187; the Non-Federal Sponsor's contribution of funds required by Article II.E.2. of this Agreement is projected to be \$5,667,779; and the Non-Federal Sponsor's contribution of funds required by Article II.F.2. of this Agreement is projected to be \$6,022,817."

b. Article VI.B. is amended by striking "Articles II.D.1. and II.D.3." and replacing with "Articles II.D.1., II.D.3., II.E.2., and II.F.2."

c. The first sentence of Article VI.B.2. is amended by inserting the phrase ", after consideration of credit afforded pursuant to Article II.P. of this Agreement," after "the Government" and before "shall notify".

d. Article VI.B.3. is amended by inserting the following at the end of the last sentence: "and to the extent funds are accelerated in accordance with Article II.O. of this Agreement, any other contractual and in-house fiscal obligations attributable to the Project in excess of the Non-Federal Sponsor's share as they are incurred."

e. The first sentence of Article VI.B.4. is amended by inserting the phrase: ", after consideration of credit afforded pursuant to Article II.P. of this Agreement," after "the Government determines" and before "that additional funds will be needed".

f. Article VI.D.2. is amended by inserting in the first sentence the phrase: ", except that if the final accounting results from termination pursuant to Article XIV of this Agreement, and funds were accelerated in accordance with Article II.O. of this Agreement, the Government shall refund to the Non-Federal Sponsor only that portion of

accelerated funds that were not obligated by the Government for work on the Project, subject to the availability of funds” after “the final accounting is complete” and before “; however, the Non-Federal Sponsor.”

5. ARTICLE XIX - SECTION 902 PROJECT COST LIMITS is amended by striking the text of the article and replacing with the following:

“The Non-Federal Sponsor understands 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 project costs for the Project. On the effective date of Amendment No. 1 to this Agreement, the maximum amount of total project costs for the Project is estimated to be \$151,345,000, as calculated in accordance with Engineer Regulation 1105-2-100, using October 1, 2012 price levels and including allowances for projected future inflation. The Government shall adjust such maximum amount of total project costs for the 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.”

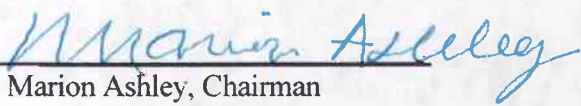
6. All other terms and conditions of the Agreement remain unchanged.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 1 which shall become effective upon the date it is signed by the District Engineer.

DEPARTMENT OF THE ARMY

THE RIVERSIDE COUNTY FLOOD
CONTROL AND WATER
CONSERVATION DISTRICT

BY: 
Kimberly M. Colloton
Colonel, U.S. Army
District Engineer


BY: 
Marion Ashley, Chairman
Riverside County Flood Control
and Water Conservation District
Board of Supervisors

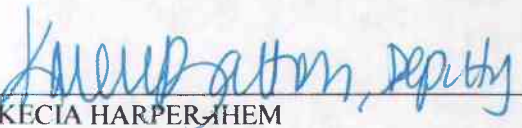
DATE: Aug 19, 2014

DATE: AUG 05 2014

RECOMMENDED FOR APPROVAL:

ATTEST:

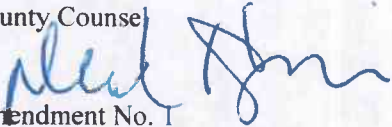
By 
WARREN D. WILLIAMS
General Manager-Chief Engineer
Riverside County Flood Control and Water
Conservation District

By 
KECIA HARPER-JHEM
Clerk of the Board

APPROVED AS TO FORM:

~~PAMELA J. WALLS~~ GREGORY P. PRIAMOS

County Counsel



Amendment No. 1

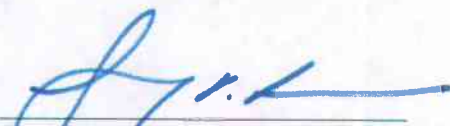
Project Cooperation Agreement -

Murrieta Creek Flood Control, Environmental Restoration and Recreation Project

CERTIFICATE OF AUTHORITY

I, _____, do hereby certify that I am the principal legal officer of the Riverside County Flood Control and Water Conservation District, that the Riverside County Flood Control and Water Conservation District is a legally constituted public body with full authority and legal capability to perform the terms of the Agreement, as amended, between the Department of the Army and the Riverside County Flood Control and Water Conservation District in connection with the Murrieta Creek Flood Control, Environmental Restoration, and Recreation 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 Riverside County Flood Control and Water Conservation District have acted within their statutory authority.

IN WITNESS WHEREOF, I have made and executed this certification this
7th day of AUG 2014


~~Pamela J. Wells~~ GREGORY P. PRIAMOS
County Counsel
County of Riverside, California

FORM APPROVED COUNTY COUNSEL
BY Neal R. Kipnis DATE 8/6/14

CERTIFICATION REGARDING LOBBYING

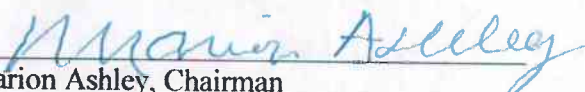
The undersigned certifies, to the best of his or her knowledge and belief that:

(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.


Marion Ashley, Chairman
Riverside County Flood Control
and Water Conservation District
Board of Supervisors

FORM APPROVED COUNTY COUNSEL
BY  NEAL R. KIPNIS DATE 7/31/14

DATE: AUG 05 2014

ATTEST
KECIA HARPER-JHEM, Clerk
By  DEPUTY

**PROJECT COOPERATION AGREEMENT
BETWEEN
THE DEPARTMENT OF THE ARMY
AND
RIVERSIDE COUNTY FLOOD CONTROL AND WATER
CONSERVATION DISTRICT
FOR CONSTRUCTION OF THE
MURRIETA CREEK FLOOD CONTROL, ENVIRONMENTAL RESTORATION
AND RECREATION PROJECT**

THIS AGREEMENT is entered into this 11th day of September, 2003 by and between the DEPARTMENT OF THE ARMY (hereinafter the "Government"), represented by the Assistant Secretary of the Army (Civil Works), and Riverside County Flood Control and Water Conservation District (hereinafter the "Non-Federal Sponsor, represented by the Chairman of the Riverside County Flood Control and Water Conservation District.

WITNESSETH, THAT:

WHEREAS, construction of the Murrieta Creek Flood Control, Environmental Restoration, and Recreation Project at within the cities of Murrieta and Temecula, Riverside County, California was authorized by the Energy and Water Development Appropriations Act of 2001 (Public Law 106-377), Section 103;

WHEREAS, the Government and the Non-Federal Sponsor desire to enter into a Project Cooperation Agreement for construction of the Murrieta Creek Flood Control, Environmental Restoration, and Recreation Project (hereinafter the "Project", as defined in Article I.A. of this Agreement);

WHEREAS, the Non-Federal Sponsor is authorized to administer land and water areas for recreational purposes, and to operate, maintain, and replace facilities provided for such purposes, and to enter into binding agreements for these purposes;

WHEREAS, Section 103 of the Water Resources Development Act of 1986, Public Law 99-662, as amended, specifies the cost-sharing requirements applicable to the Project;

WHEREAS, Section 221 of the Flood Control Act of 1970, Public Law 91-611, as amended, and Section 103 of the Water Resources Development Act of 1986, Public Law 99-662, as amended, provide that the Secretary of the Army shall not commence construction of any water resources project, or separable element thereof, until each non-Federal sponsor has entered into a written agreement to furnish its required cooperation for the project or separable element;

WHEREAS, the Non-Federal Sponsor does not qualify for a reduction of the maximum non-Federal cost share pursuant to the guidelines that implement Section 103(m) of the Water Resources Development Act of 1986, Public Law 99-662, as amended;

WHEREAS, Section 902 of Public Law 99-662 establishes the maximum amount of costs for the Murrieta Creek Flood Control, Environmental Restoration, and Recreation Project and sets forth procedures for adjusting such maximum amount; and

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

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

ARTICLE -DEFINITIONS AND GENERAL PROVISIONS

For purposes of this Agreement:

A. The term "Project" shall mean construction of the flood control features, recreation features, and environmental features, as defined below in this Article, and as generally described in the Murrieta Creek Flood Control, Environmental Restoration, and Recreation Final Feasibility Report with Appendices I through IV dated, October 2000, and approved by South Pacific Division Commander on 11 October 2000.

B. The term "flood control features" shall mean the widening and deepening of Murrieta Creek from the U.S.G.S. streamgauge in the City of Temecula to Tenaja Road in the City of Murrieta, a flood control detention basin occupying approximately 270 acres on the eastern side of Murrieta Creek between Santa Gertrudis Channel to approximately 500 feet upstream of the confluence with Warm Springs Creek and bordering Adams Avenue, Cherry Street, and Jefferson Avenue and streambank protection features between Rancho California Road and First Street. The term also includes required mitigation features that will be identified during design and included in the plans and specifications for each construction phase of the Project.

C. The term "recreation features" shall mean the construction of a public park of approximately 49 acres in size within the easternmost portion of the detention basin (which will include a parking lot, a children's play area, shade structures, comfort station, barbecues, open space, walks, baseball and soccer fields, security lighting, and space for additional activities), a pedestrian/bicycle/equestrian bridges spanning Santa Gertrudis Creek and Murrieta Creek, bicycle and equestrian/hiking trails along the eastern and western sides, respectively, of Murrieta Creek from the U.S.G.S. streamgauge through the public park in the detention basin with appropriate undercrossing structures beneath the First Street, Main Street, Rancho California Road, Winchester Road, Guava Street, and Ivy Street bridges.

D. The term "environmental restoration features" shall mean the construction of low flow channels with natural backwaters, a transition of wetland habitats from freshwater marsh habitat to willow riparian woodland with an upland buffer of mulefat scrub and/or coastal sage scrub within a 163 acre site, along with a 13.7 acre sediment catchment area at the confluence of Murrieta and Warm Springs Creeks.

E. The term "total project costs" shall mean all costs incurred by the Non-Federal Sponsor 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: continuing planning and engineering costs incurred after October 1, 1985; advanced engineering and design costs; preconstruction engineering and design costs; engineering and design costs during construction; the costs of investigations to identify the existence and extent of hazardous substances in accordance with Article XV.A. of this Agreement; costs of historic preservation activities in accordance with Article XVIII.A. of this Agreement; actual construction costs, including the costs of alteration, lowering, raising, or replacement and attendant removal of existing railroad bridges and approaches thereto; supervision and administration costs; costs of participation in the Project Coordination Team in accordance with Article V of this Agreement; costs of contract dispute settlements or awards; the value of lands, easements, rights-of-way, relocations, and suitable borrow and dredged or excavated material disposal areas for which the Government affords credit in accordance with Article IV of this Agreement; and costs of audit in accordance with Article X of this Agreement. The term does not include any costs for operation, maintenance, repair, replacement, or rehabilitation; any costs due to betterments; or any costs of dispute resolution under Article VII of this Agreement

F. The term "total flood control costs" shall mean that portion of the total project costs that the Government assigns to the flood control features.

G. The term "total project recreation costs" shall mean that portion of the total project costs that the Government assigns to the recreation features, based upon the separable costs of such features. The Government shall also delineate that portion of total project recreation costs that result from recreation features constructed on flood control features lands.

H. The term "total project environmental restoration costs" shall mean that portion of the total project costs that the Government assigns to the environmental restoration features.

I. The term "financial obligation for construction" shall mean a financial obligation of the Government other than an obligation pertaining to the provision of lands, easements, rights-of-way, relocations, and borrow and dredged or excavated material disposal areas, that results or would result in a cost that is or would be included in total project costs.

J. The term "non-Federal proportionate share" shall mean the ratio of the Non-Federal Sponsor's total cash contribution required in accordance with Articles IID.1. and

II.D.3. of this Agreement to total financial obligations for construction, as projected by the Government.

K. The term "period of construction" shall mean the time from the date the Government first notifies the Non-Federal Sponsor in writing, in accordance with Article VLB. of this Agreement, of the scheduled date for issuance of the solicitation for the first construction contract to the date that the U.S. Army Engineer for the Los Angeles District (hereinafter the "District Engineer") notifies the Non-Federal Sponsor in writing of the Government's determination that construction of the Project is complete.

L. The term "highway" shall mean any public highway, roadway, street, or way, including any bridge thereof.

M. The term "relocation" shall mean providing a functionally equivalent facility to the owner of an existing utility, cemetery, highway or other public facility, or railroad (excluding existing railroad bridges and approaches thereto) when such action is authorized in accordance with applicable legal principles of just compensation or as otherwise provided 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 removal of the affected facility or part thereof.

N. The term "fiscal year" shall mean one fiscal year of the Government. The Government fiscal year begins on October 1 and ends on September 30.

O. The term "functional portion of the Project" shall mean a portion of the Project that is suitable for tender to the Non-Federal Sponsor to operate and maintain in advance of completion of the entire Project. For a portion of the Project to be suitable for tender, the District Engineer must notify the Non-Federal Sponsor in writing of the Government's determination that the portion of the Project is complete and can function independently and for a useful purpose, although the balance of the Project is not complete.

P. The term "betterment" shall mean a change in the design and construction of an element of the Project resulting from the application of standards that the Government determines exceed those that the Government would otherwise apply for accomplishing the design and construction of that element.

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

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 Sponsor, shall expeditiously 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, pursuant to Federal laws, regulations, and policies.

1. The Government shall afford the Non-Federal Sponsor 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. The Government shall not issue the solicitation for the first construction contract until the Non-Federal Sponsor has confirmed in writing its willingness to proceed with the Project. To the extent possible, the Government shall afford the Non-Federal Sponsor the opportunity to review and comment on all contract modifications, including change orders, prior to the issuance to the contractor of a Notice to Proceed. In any instance where providing the Non-Federal Sponsor with notification of a contract modification or change order is not possible prior to issuance of the Notice to Proceed, 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 Sponsor 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 Sponsor, but the contents of solicitations, award of contracts, execution of contract modifications, issuance of change orders, resolution of contract claims, and performance of all work on the Project (whether the work is performed under contract or by Government personnel), shall be exclusively within the control of the Government.

2. Throughout the period of construction, the District Engineer shall promptly furnish the Non-Federal Sponsor with a copy of the Government's Written Notice of Acceptance of Completed Work for each contract for the Project.

3. As of the effective date of this Agreement, \$ 2,942,000 of Federal funds have been provided for the Project. The Government makes no commitment to budget for additional Federal funds for the Project. Notwithstanding any other provision of this Agreement, the Government's financial participation in the Project is limited to this amount together with any additional funds that the Congress may appropriate for the Project. In the event that the Congress does not appropriate Federal funds for the Project sufficient to meet the Federal share of the costs of work on the Project in the then-current or upcoming fiscal year, the Government shall notify the Non-Federal Sponsor of the insufficiency of funds and the parties, within the Federal and non-Federal funds available for the Project, shall suspend construction or terminate this Agreement in accordance with Article XIV.B. of this Agreement. To provide for this eventuality, the Government may reserve a percentage of total Federal funds available for the Project and an equal percentage of the total funds contributed by the Non-Federal Sponsor in accordance with Articles II.D., IIE. and IIF. of this Agreement, as applicable, as a contingency to pay costs of termination, including any costs of resolution of contract claims and contract modifications.

B. The Non-Federal Sponsor may request the Government to accomplish betterments. Such requests shall be in writing and shall describe the betterments requested to be accomplished. If the Government in its sole discretion elects to accomplish the requested betterments or any portion thereof, it shall so notify the Non-Federal Sponsor 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 Sponsor shall be solely responsible for all costs due to the requested betterments and shall pay all such costs in accordance with Article VI.C. of this Agreement.

C. When the District Engineer determines that the entire Project is complete or that a portion of the Project has become a functional portion of the Project, the District Engineer shall so notify the Non-Federal Sponsor in writing and furnish the Non-Federal Sponsor with an Operation, Maintenance, Repair, Replacement, and Rehabilitation Manual (hereinafter the "OMRR&R Manual") and with copies of all of the Government's Written Notices of Acceptance of Completed Work for all contracts for the Project or the functional portion of the Project that have not been provided previously. Upon such notification, the Non-Federal Sponsor shall operate, maintain, repair, replace, and rehabilitate the entire Project or the functional portion of the Project in accordance with Article VIII of this Agreement.

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

1. The Non-Federal Sponsor shall provide a cash contribution equal to 5 percent of total flood control feature project costs in accordance with Article VI.B. of this Agreement.

2. In accordance with Article III of this Agreement, the Non-Federal Sponsor shall provide all lands, easements, rights-of-way, and suitable borrow and dredged or excavated material disposal areas that the Government determines the Non-Federal Sponsor must provide for the construction, operation, and maintenance of the Project, and shall perform or ensure performance of all relocations that the Government determines to be necessary for the construction, operation, and maintenance of the Project.

3. If the Government projects that the value of the Non-Federal Sponsor's contributions under paragraphs D.1. and D.2. of this Article and Articles V, X, and XV.A. of this Agreement will be less than 35 percent of total flood control costs, the Non-Federal Sponsor shall provide an additional cash contribution, in accordance with Article VI.B. of this Agreement, in the amount necessary to make the Non-Federal Sponsor's total contribution equal to 35 percent of total project costs.

4. If the Government determines that the value of the Non-Federal Sponsor's contributions provided under paragraphs D.2. and D.3. of this Article and Articles V, X, and XV.A. of this Agreement has exceeded 45 percent of total flood control project costs, the Government, subject to the availability of funds, shall reimburse the Non-Federal Sponsor for any such value in excess of 45 percent of total project costs. After such a determination, the Government, in its sole discretion, may provide any remaining Project lands, easements, rights-of-way, and suitable borrow and dredged or excavated material disposal areas and perform any remaining Project relocations on behalf of the Non-Federal Sponsor.

E. The Non-Federal Sponsor shall contribute 50 percent of total project recreation costs in accordance with the provisions of this paragraph.

1. In accordance with Article III of this Agreement, the Non-Federal Sponsor shall provide all lands, easements, rights-of-way, and suitable borrow and dredged or excavated material disposal areas that the Government determines the Non-Federal Sponsor must provide for the construction, operation, and maintenance of the recreation features, and shall perform or ensure performance of all relocations that the Government determines to be necessary for the construction, operation, and maintenance of the recreation features.

2. If the Government projects that the value of the Non-Federal Sponsor's contributions under paragraphs F.1. of this Article and Articles V, X, XV.A., XVIII.C., and XVIII.E. of this Agreement will be less than 50 percent of total project recreation costs, the Non-Federal Sponsor shall provide an additional cash contribution, in accordance with Article VI.B. of this Agreement, in the amount necessary to make the Non-Federal Sponsor's total contribution equal to 50 percent of total project recreation costs.

3. If the Government determines that the value of the Non-Federal Sponsor's contributions provided under paragraphs E.1. and E.2. of this Article and Articles V, X, XV.A., XVIII.C., and XVIII.E. of this Agreement has exceeded 50 percent of total project recreation costs, the Government, subject to the availability of funds, shall reimburse the Non-Federal Sponsor for any such value in excess of 50 percent of total project recreation costs. After such a determination, the Government, in its sole discretion, may provide any remaining recreation features lands, easements, rights-of-way, and suitable borrow and dredged or excavated material disposal areas and perform any remaining recreation features relocations on behalf of the Non-Federal Sponsor.

F. The Non-Federal Sponsor shall contribute a minimum of 35 percent of total project environmental restoration costs in accordance with the provisions of this paragraph.

1. In accordance with Article III of this Agreement, the Non-Federal Sponsor shall provide all lands, easements, rights-of-way, and suitable borrow and dredged or excavated material disposal areas that the Government determines the Non-Federal Sponsor must provide for the construction, operation, and maintenance of the environmental restoration features, and shall perform or ensure performance of all relocations that the Government determines to be necessary for the construction, operation, and maintenance of the environmental restoration features.

2. If the Government projects that the value of the Non-Federal Sponsor's contributions under paragraphs F.1. of this Article and Articles V, X, XV.A., XVIII.C., and XVIII.E. of this Agreement will be less than 35 percent of total project environmental restoration costs, the Non-Federal Sponsor shall provide an additional cash contribution, in accordance with Article VI.B. of this Agreement, in the amount

necessary to make the Non-Federal Sponsor's total contribution equal to 35 percent of total project environmental restoration costs.

3. If the Government determines that the value of the Non-Federal Sponsor's contributions provided under paragraphs F.1. and F.2. of this Article and Articles V, X, XV.A., XVIII.C., and XVIII.E. of this Agreement has exceeded 35 percent of total project environmental restoration costs, the Government, subject to the availability of funds, shall reimburse the Non-Federal Sponsor for any such value in excess of 35 percent of total project environmental restoration costs. After such a determination, the Government, in its sole discretion, may provide any remaining environmental restoration features lands, easements, rights-of-way, and suitable borrow and dredged or excavated material disposal areas and perform any remaining environmental restoration features relocations on behalf of the Non-Federal Sponsor.

G. The Non-Federal Sponsor may request the Government to provide lands, easements, rights-of-way, and suitable borrow and dredged or excavated material disposal areas or perform relocations on behalf of the Non-Federal Sponsor. Such requests shall be in writing and shall describe the services requested to be performed. If in its sole discretion the Government elects to perform the requested services or any portion thereof, it shall so notify the Non-Federal Sponsor 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 Sponsor shall be solely responsible for all costs of the requested services and shall pay all such costs in accordance with Article VI.C. of this Agreement. Notwithstanding the provision of lands, easements, rights-of-way, and suitable borrow and dredged or excavated material disposal areas or performance of relocations by the Government, the Non-Federal Sponsor shall be responsible, as between the Government and the Non-Federal Sponsor, for the costs of cleanup and response in accordance with Article XV.C. of this Agreement.

H. The Government, in accordance with Federal Laws, regulations, and policies, shall assign all costs included or to be included in total project costs to either total flood control costs, total project recreation costs, or total project environmental restoration costs.

I. The Government shall perform a final accounting in accordance with Article VI.D. of this Agreement to determine the contributions provided by the Non-Federal Sponsor in accordance with paragraphs B., D., and E. of this Article and Articles V, X, and XV.A. of this Agreement and to determine whether the Non-Federal Sponsor has met its obligations under paragraphs B., D., and E. of this Article.

J. The Non-Federal Sponsor shall not use Federal funds to meet the Non-Federal Sponsor's share of total project costs under this Agreement unless the Federal granting agency verifies in writing that the expenditure of such funds is expressly authorized by statute.

K. The Non-Federal Sponsor agrees to participate in and comply with applicable Federal floodplain management and flood insurance programs.

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

M. The Non-Federal Sponsor shall publicize flood plain information in the area concerned and shall provide this information to zoning and other regulatory agencies for their use in preventing unwise future development in the flood plain and in adopting such regulations as may be necessary to prevent unwise future development and to ensure compatibility with protection levels provided by the Project.

N. The Non-Federal Sponsor 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 have prepared within one year after the date of signing this Agreement, a floodplain management plan. 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 this Project. As required by Section 402, as amended, the Non-Federal interest shall implement such plan not later than one year after completion of construction of the Project. The Non-Federal Sponsor shall provide an information copy of the plan to the Government upon its preparation.

ARTICLE III -LANDS, RELOCATIONS, DISPOSAL AREAS, AND PUBLIC LAW 91-646 COMPLIANCE

A. The Government, after consultation with the Non-Federal Sponsor, shall determine the lands, easements, and rights-of-way required for the construction, operation, and maintenance of the Project, including those required for relocations, borrow materials, and dredged or excavated material disposal. The Government in a timely manner shall provide the Non-Federal Sponsor with general written descriptions, including maps as appropriate, of the lands, easements, and rights-of-way that the Government determines the Non-Federal Sponsor must provide, in detail sufficient to enable the Non-Federal Sponsor to fulfill its obligations under this paragraph, and shall provide the Non-Federal Sponsor with a written notice to proceed with acquisition of such lands, easements, and rights-of-way. The Government shall indicate which of the required lands, easements, and rights-of-way are required for the flood control features, which are required for the environmental restoration features, and which are required for the recreation features. Prior to the end of the period of construction, the Non-Federal Sponsor shall acquire all lands, easements, and rights-of-way set forth in such descriptions. Furthermore, prior to issuance of the solicitation for each construction contract, the Non-Federal Sponsor shall provide the Government with authorization for entry to all lands, easements, and rights-of-way the Government determines the Non-Federal Sponsor must provide for that contract. For so long as the Project remains authorized, the Non-Federal Sponsor shall ensure that lands, easements, and rights-of-way that the Government determines to be required for the operation and maintenance of the Project and that were provided by the Non-Federal

Sponsor are retained in public ownership for uses compatible with the authorized purposes of the Project.

B. The Government, after consultation with the Non-Federal Sponsor, shall determine the improvements required on lands, easements, and rights-of-way to enable the proper disposal of dredged or excavated material associated with the 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 shall delineate which of the required improvements are associated with the flood control features, which are associated with the environmental restoration features, and which are associated with the recreation features. The Government in a timely manner shall provide the Non-Federal Sponsor with general written descriptions of such improvements in detail sufficient to enable the Non-Federal Sponsor to fulfill its obligations under this paragraph, and shall provide the Non-Federal Sponsor with a written notice to proceed with construction of such improvements. Prior to the end of the period of construction, the Non-Federal Sponsor shall provide all improvements set forth in such descriptions. Furthermore, prior to issuance of the solicitation for each Government construction contract, the Non-Federal Sponsor shall prepare plans and specifications for all improvements the Government determines to be required for the proper 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.

C. The Government, after consultation with the Non-Federal Sponsor, shall determine the relocations necessary for the construction, operation, and maintenance of the Project, including those necessary to enable the removal of borrow materials and the proper disposal of dredged or excavated material. The Government in a timely manner shall provide the Non-Federal Sponsor with general written descriptions, including maps as appropriate, of such relocations in detail sufficient to enable the Non-Federal Sponsor to fulfill its obligations under this paragraph, and shall provide the Non-Federal Sponsor with a written notice to proceed with such relocations. The Government shall delineate which of the relocations are necessary for the flood control features, which are necessary for the environmental restoration features, and which are necessary for the recreation features. Prior to the end of the period of construction, the Non-Federal Sponsor shall perform or ensure the performance of all relocations as set forth in such descriptions. Furthermore, prior to issuance of the solicitation for each Government construction contract, the Non-Federal Sponsor 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 contract.

D. The Non-Federal Sponsor 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 paragraphs A., B., or C. of this Article. Upon receipt of such documents the Government, in accordance with Article IV of this Agreement and in a timely manner, shall determine the value of such contribution, include such value in total

project costs, and afford credit for such value toward the Non-Federal Sponsor's share of total project costs.

E. The Non-Federal Sponsor 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 by Title IV of the Surface Transportation and Uniform Relocation Assistance Act of 1987 (Public Law 100-17), and the Uniform Regulations contained in 49 C.F.R. Part 24, in acquiring lands, easements, and rights-of-way required for the construction, operation, and maintenance of the Project, including those necessary for relocations, borrow materials, and dredged or excavated material disposal, and shall inform all affected persons of applicable benefits, policies, and procedures in connection with said Act.

ARTICLE IV -CREDIT FOR VALUE OF LANDS, RELOCATIONS, AND DISPOSAL AREAS

A. The Non-Federal Sponsor shall receive credit toward its share of total flood control costs for the value of the lands, easements, rights-of-way, and suitable borrow and dredged or excavated material disposal areas that the Non-Federal Sponsor must provide pursuant to Article III of this Agreement for flood control features, and for the value of the relocations that the Non-Federal Sponsor must perform or for which it must ensure performance pursuant to Article III of this Agreement for flood control features. The Non-Federal Sponsor shall receive credit toward its share of total project recreation costs for the value of the lands, easements, rights-of-way, and suitable borrow and dredged or excavated material disposal areas that the Non-Federal Sponsor must provide pursuant to Article III of this Agreement for recreation features, and for the value of the relocations that the Non-Federal Sponsor must perform or for which it must ensure performance pursuant to Article III of this Agreement for recreation features. The Non-Federal Sponsor shall receive credit toward its share of total project environmental restoration costs for the value of the lands, easements, rights-of-way, and suitable borrow and dredged or excavated material disposal areas that the Non-Federal Sponsor must provide pursuant to Article III of this Agreement for environmental restoration features, and for the value of the relocations that the Non-Federal Sponsor must perform or for which it must ensure performance pursuant to Article III of this Agreement for environmental restoration features. However, the Non-Federal Sponsor shall not receive credit for the value of any lands, easements, rights-of-way, relocations, or borrow and dredged or excavated material disposal areas that have been provided previously as an item of cooperation for another Federal project. The Non-Federal Sponsor also shall not receive credit for the value of lands, easements, rights-of-way, relocations, or borrow and dredged or excavated material disposal areas to the extent that such items are provided using Federal funds unless the Federal granting agency verifies in writing that such credit is expressly authorized by statute.

B. For the sole purpose of affording credit in accordance with this Agreement, the value of lands, easements, and rights-of-way, including those necessary for relocations,

borrow materials, and dredged or excavated material disposal, 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 Sponsor 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 Sponsor provides the Government with authorization for entry thereto. The fair market value of lands, easements, or rights-of-way acquired by the Non-Federal Sponsor 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 B.3. of this Article, the fair market value of lands, easements, or rights-of-way shall be determined in accordance with paragraph B.2.a. of this Article, unless thereafter a different amount is determined to represent fair market value in accordance with paragraph B.2.b. of this Article.

a. The Non-Federal Sponsor shall obtain, for each real property interest, an appraisal that is prepared by a qualified appraiser who is acceptable to the Non-Federal Sponsor and the Government. 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 Sponsor's appraisal, if such appraisal is approved by the Government. In the event the Government does not approve the Non-Federal Sponsor's appraisal, the Non-Federal Sponsor may obtain a second appraisal, and the fair market value shall be the amount set forth in the Non-Federal Sponsor's second appraisal, if such appraisal is approved by the Government. In the event the Government does not approve the Non-Federal Sponsor's second appraisal, or the Non-Federal Sponsor chooses not to obtain a second appraisal, 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 Sponsor. In the event the Non-Federal Sponsor does not approve the Government's appraisal, the Government, after consultation with the Non-Federal Sponsor, shall consider the Government's and the Non-Federal Sponsor's 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 Sponsor for the real property interest exceeds the amount determined pursuant to paragraph B.2.a. of this Article, the Government, at the request of the Non-Federal Sponsor, shall consider all factors relevant to determining fair market value and, in its sole discretion, after consultation with the Non-Federal Sponsor, may approve in writing an amount greater than the amount determined pursuant to paragraph B.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 Sponsor, but no less than the amount determined pursuant to paragraph B.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 Sponsor shall, prior to instituting such proceedings, 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 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 Sponsor 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 Sponsor 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 Sponsor agree as to an appropriate amount, then the Non-Federal Sponsor 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 Sponsor cannot agree as to an appropriate amount, then the Non-Federal Sponsor 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 sub-paragraph B.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 the 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 Sponsor 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 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, and mapping costs, as well as the actual amounts expended for payment of any Public Law 91-646 relocation assistance benefits provided in accordance with Article III.E. of this Agreement.

C. After consultation with the Non-Federal Sponsor, 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, but 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 costs.

4. Crediting for relocations 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)). Crediting may be withheld, in whole or in part, as a result of the Non-Federal Sponsor's failure to comply with its obligations under these laws.

D. The value of the improvements made to lands, easements, and rights-of-way for the proper 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 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.

ARTICLE V -PROJECT COORDINATION TEAM

A. To provide for consistent and effective communication, the Non-Federal Sponsor and the Government, not later than 30 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 Sponsor shall co-chair the Project Coordination Team.

B. The Government's Project Manager and the Non-Federal Sponsor's 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 issues related to design; 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; 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, replacement, and rehabilitation of the Project; and other related matters. This oversight shall be consistent with a project management plan developed by the Government after consultation with the Non-Federal Sponsor.

D. The Project Coordination Team may make recommendations that it deems warranted to the District Engineer on matters 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, reject, or modify the Project Coordination Team's recommendations.

E. The costs of participation in the Project Coordination Team shall be included in total project costs and cost shared in accordance with the provisions of this Agreement.

ARTICLE VI -METHOD OF PAYMENT

A. The Government shall maintain current records of contributions provided by the parties and current projections of total project costs and costs due to betterments. By June 30th of each year and at least quarterly thereafter, the Government shall provide the Non-Federal Sponsor with a report setting forth all contributions provided to date and the current projections of total project costs, of total costs due to betterments, of the maximum amount of total project costs determined in accordance with Article XIX of this Agreement, of the components of total project costs, of each party's share of total project costs, of the Non-Federal Sponsor's total cash contributions required in accordance with Articles II.B., II.D.,

II.E., II.F., and II.G. of this Agreement, of the non-Federal proportionate share, and of the funds the Government projects to be required from the Non-Federal Sponsor for the upcoming fiscal year. On the effective date of this Agreement, total project costs are projected to be \$107,432,638, and the Non-Federal Sponsor's cash contribution required under Article II.D., II.E., and II.F. of this Agreement is projected to be \$7,888,053. Such amounts are estimates subject to adjustment by the Government and are not to be construed as the total financial responsibilities of the Government and the Non-Federal Sponsor. The Government makes no commitment to seek additional Federal funds for the Project.

B. The Non-Federal Sponsor shall provide the cash contribution required under Articles II.D.1. and II.D.3. of this Agreement in accordance with the provisions of this paragraph.

1. Not less than 30 calendar days prior to the scheduled date for issuance of the solicitation for the first construction contract, the Government shall notify the Non-Federal Sponsor in writing of such scheduled date and the funds the Government determines to be required from the Non-Federal Sponsor to meet the non-Federal proportionate share of projected financial obligations for construction through the first fiscal year of construction, including the non-Federal proportionate share of financial obligations for construction incurred prior to the commencement of the period of construction. Not later than such scheduled date, the Non-Federal Sponsor shall provide the Government with the full amount of the required funds by delivering a check payable to "FAO, USAED, Los Angeles District" to the District Engineer or verifying to the satisfaction of the Government that the Non-Federal Sponsor has deposited the required funds in an escrow or other account acceptable to the Government, with interest accruing to the Non-Federal Sponsor or presenting the Government with an irrevocable letter of credit acceptable to the Government for the required funds or providing an Electronic Funds Transfer in accordance with procedures established by the Government.

2. For the second and subsequent fiscal years of construction, the Government shall notify the Non-Federal Sponsor in writing, no later than 60 calendar days prior to the beginning of that fiscal year, of the funds the Government determines to be required from the Non-Federal Sponsor to meet the non-Federal proportionate share of projected financial obligations for construction for that fiscal year. No later than 30 calendar days prior to the beginning of the fiscal year, the Non-Federal Sponsor shall make the full amount of the required funds for that fiscal year available to the Government through any of the payment mechanisms specified in Article VI.B.1. of this Agreement.

3. The Government shall draw from the funds provided by the Non-Federal Sponsor such sums as the Government deems necessary to cover: (a) the non-Federal proportionate share of financial obligations for construction incurred prior to the commencement of the period of construction; and (b) the non-Federal proportionate share of financial obligations for construction as they are incurred during the period of construction.

4. If at any time during the period of construction the Government determines that additional funds will be needed from the Non-Federal Sponsor to cover the

non-Federal proportionate share of projected financial obligations for construction for the current fiscal year, the Government shall notify the Non-Federal Sponsor in writing of the additional funds required, and provide an explanation of why additional funds are required, and the Non-Federal Sponsor, no later than 60 calendar days from receipt of such notice, shall make the additional required funds available through any of the payment mechanisms specified in Article VI.B.1. of this Agreement.

C. In advance of the Government incurring any financial obligation associated with additional work under Article II.B. or II.E. of this Agreement, the Non-Federal Sponsor shall provide the Government with the full amount of the funds required to pay for such additional work through any of the payment mechanisms specified in Article VI.B.1. of this Agreement. The Government shall draw from the funds provided by the Non-Federal Sponsor such sums as the Government deems necessary to cover the Government's financial obligations for such additional work as they are incurred. In the event the Government determines that the Non-Federal Sponsor must provide additional funds to meet its cash contribution, the Government shall notify the Non-Federal Sponsor in writing of the additional funds required and provide an explanation of why additional funds are required. Within 30 calendar days thereafter, the Non-Federal Sponsor shall provide the Government with the full amount of the additional required funds through any of the payment mechanisms specified in Article VI.B.1. of this Agreement.

D. Upon completion of the Project or termination of this Agreement, and upon resolution of all relevant claims and appeals, the Government shall conduct a final accounting and furnish the Non-Federal Sponsor with the results of the final accounting. The final accounting shall determine total project costs, each party's contribution provided thereto, and each party's required share thereof. The final accounting also shall determine costs due to betterments and the Non-Federal Sponsor's cash contribution provided pursuant to Article II.B. of this Agreement.

1. In the event the final accounting shows that the total contribution provided by the Non-Federal Sponsor is less than its required share of total project costs plus costs due to any betterments provided in accordance with Article II.B. of this Agreement, the Non-Federal Sponsor shall, no later than 90 calendar days after receipt of written notice, make a cash payment to the Government of whatever sum is required to meet the Non-Federal Sponsor's required share of total project costs plus costs due to any betterments provided in accordance with Article II.B. of this Agreement by delivering a check payable to "FAO, USAED, Los Angeles District" to the District Engineer or providing an Electronic Funds Transfer in accordance with procedures established by the Government.

2. In the event the final accounting shows that the total contribution provided by the Non-Federal Sponsor exceeds its required share of total project costs plus costs due to any betterments provided in accordance with Article II.B. of this Agreement, the Government shall, subject to the availability of funds, refund the excess to the Non-Federal Sponsor no later than 90 calendar days after the final accounting is complete; however, the Non-Federal Sponsor shall not be entitled to any refund of the 5 percent cash contribution required pursuant to Article II.D.1. of this Agreement. In the event existing

funds are not available to refund the excess to the Non-Federal Sponsor, 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. The parties shall each pay 50 percent 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, REPLACEMENT, AND REHABILITATION (OMRR&R)

A. Upon notification in accordance with Article II.C. of this Agreement and for so long as the Project remains authorized, the Non-Federal Sponsor shall operate, maintain, repair, replace, and rehabilitate the entire Project or the functional portion of the Project, at no cost to the Government, 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 OMRR&R Manual and any subsequent amendments thereto.

B. The Non-Federal Sponsor hereby gives the Government a right to enter, at reasonable times and in a reasonable manner, upon property that the Non-Federal Sponsor owns or controls for access to the Project for the purpose of inspection and, if necessary, for the purpose of completing, operating, maintaining, repairing, replacing, or rehabilitating the Project. If an inspection shows that the Non-Federal Sponsor for any reason is failing to perform its obligations under this Agreement, the Government shall send a written notice describing the non-performance to the Non-Federal Sponsor. If, after 30 calendar days from receipt of notice, the Non-Federal Sponsor continues 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 Sponsor owns or controls for access to the Project for the purpose of completing, operating, maintaining, repairing, replacing, or rehabilitating the Project. No completion, operation, maintenance, repair, replacement, or rehabilitation by the Government shall operate to relieve the Non-Federal Sponsor of responsibility to meet the Non-Federal Sponsor's 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 -INDEMNIFICATION

The Non-Federal Sponsor shall hold and save the Government free from all damages arising from the construction, operation, maintenance, repair, replacement, and rehabilitation of the Project and any Project-related 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 Sponsor shall develop procedures for keeping books, records, documents, and 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 Sponsor shall maintain such books, records, documents, and other evidence in accordance with these procedures and for a minimum of three years after the period of construction and resolution of all relevant claims arising therefrom. To the extent permitted under applicable Federal laws and regulations, the Government and the Non-Federal Sponsor shall each allow the other to inspect such books, documents, records, and other evidence.

B. Pursuant to 32 C.F.R. Section 33.26, the Non-Federal Sponsor is responsible for complying with the Single Audit Act Amendments of 1996, 31 U.S.C. Sections 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 Sponsor and to the extent permitted under applicable Federal laws and regulations, the Government shall provide to the Non-Federal Sponsor and independent auditors any information necessary to enable an audit of the Non-Federal Sponsor's 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 cost shared in accordance with the provisions of this Agreement.

C. In accordance with 31 U.S.C. Section 7503, the Government may conduct audits in addition to any audit that the Non-Federal Sponsor is 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 cost 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 Sponsor and the Government agree to 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 Sponsor 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 such other party may have to seek relief or redress against such contractor either pursuant to any cause of action that such other party may have or for violation of any law.

ARTICLE XIII -OFFICIALS NOT TO BENEFIT

No member of or delegate to the Congress, nor any resident commissioner, shall be admitted to any share or part of this Agreement, or to any benefit that may arise therefrom.

ARTICLE XIV -TERMINATION OR SUSPENSION

A. If at any time the Non-Federal Sponsor fails to fulfill its obligations under Article II.B., II.D., II.E., VI, or XVIII.C. of 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. If the Government fails to receive annual appropriations in amounts sufficient to meet Project expenditures for the then-current or upcoming fiscal year, the Government

shall so notify the Non-Federal Sponsor in writing, and 60 calendar days thereafter either party may elect without penalty to terminate this Agreement or to suspend future performance under this Agreement. In the event that either party elects to suspend future performance under this Agreement pursuant to this paragraph, such suspension shall remain in effect until such time as the Government receives sufficient appropriations or until either the Government or the Non-Federal Sponsor elects to terminate this Agreement.

C. In the event that either party elects to terminate this Agreement pursuant to this Article or Article XV of this Agreement, both parties shall conclude their activities relating to the Project and proceed to a final accounting in accordance with Article VI.D. of this Agreement.

D. Any termination of this Agreement or suspension of future performance under this Agreement in accordance with this Article or Article XV of this Agreement shall not relieve the parties of liability for any obligation previously incurred. Any delinquent payment 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 XV - HAZARDOUS SUBSTANCES

A. After execution of this Agreement and upon direction by the District Engineer, the Non-Federal Sponsor shall perform, or cause to be performed, 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. Sections 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 the construction, operation, and maintenance of the Project. However, for lands 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 Sponsor with prior specific written direction, in which case the Non-Federal Sponsor shall perform such investigations in accordance with such written direction. All actual costs incurred by the Non-Federal Sponsor for such investigations for hazardous substances shall be included in total project costs and cost 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 costs.

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 the construction, operation, and maintenance of the

Project, the Non-Federal Sponsor and the Government shall provide prompt written notice to each other, and the Non-Federal Sponsor shall not proceed with the acquisition of the real property interests until both parties agree that the Non-Federal Sponsor should proceed.

C. The Government and the Non-Federal Sponsor shall determine whether to initiate construction of the Project, or, if already in construction, whether to continue with work on 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 the construction, operation, and maintenance of the Project. Should the Government and the Non-Federal Sponsor determine to initiate or continue with construction after considering any liability that may arise under CERCLA, the Non-Federal Sponsor shall be responsible, as between the Government and the Non-Federal Sponsor, for the costs of clean-up and response, 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 total project costs. In the event the Non-Federal Sponsor fails to provide any funds necessary to pay for clean up and response costs or to otherwise discharge the Non-Federal Sponsor's responsibilities under this paragraph upon direction by the Government, the Government may, in its sole discretion, 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 Sponsor 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 clean up 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 Sponsor, the Non-Federal Sponsor shall be considered the operator of the Project for purposes of CERCLA liability. To the maximum extent practicable, the Non-Federal Sponsor shall operate, maintain, repair, replace, and rehabilitate the Project in a manner that will not cause liability to arise under CERCLA.

ARTICLE XVI -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 either delivered personally or by telegram or mailed by first-class, registered, or certified mail, as follows:

If to the Non-Federal Sponsor:

**Riverside County Flood Control and Water Conservation District
1995 Market Street
Riverside, California 92501**

If to the Government:

**Department of the Army
Los Angeles District, Corps of Engineers
P.O. Box 532711
Los Angeles, California 90053-2325**

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 XVII -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 XVIII - HISTORIC PRESERVATION

A. The costs of identification, survey and evaluation of historic properties shall be included in total project costs and cost shared in accordance with the provisions of this Agreement.

B. As specified in Section 7(a) of Public Law 93-291 (16 U.S.C. Section 469c(a)), the costs of mitigation and 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 for the Project.

C. The Government shall not incur costs for mitigation and data recovery that exceed the statutory one percent limit specified in paragraph B. of this Article unless and until the Assistant Secretary of the Army (Civil Works) has waived that limit in accordance with Section 208(3) of Public Law 96-515 (16 U.S.C. Section 469c-2(3)). Any costs of mitigation and data recovery that exceed the one percent limit shall not be included in total project costs but shall be cost shared between the Non-Federal Sponsor and the Government consistent with the minimum non-Federal cost sharing requirements for the underlying flood

control purpose, as follows: 35 percent borne by the Non-Federal Sponsor, and 65 percent borne by the Government.

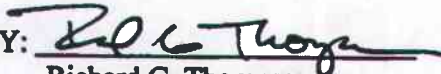
ARTICLE XIX -SECTION 902 PROJECT COST LIMITS


The Non-Federal Sponsor has reviewed the provisions set forth in Section 902 of Public Law 99-662, as amended, and understands that Section 902 establishes the maximum amount of total project costs for the Murrieta Creek Flood Control, Environmental Restoration, and Recreation project. Notwithstanding any other provision of this Agreement, the Government shall not make a new Project financial obligation, make a Project expenditure, or afford credit toward total project costs for the value of any contribution provided by the Non-Federal Sponsor, if such obligation, expenditure, or credit would result in total project costs exceeding this maximum amount, unless otherwise authorized by law. On the effective date of this Agreement, this maximum amount is estimated to be \$107,820,000, as calculated in accordance with ER 1105-2-100 using October 1, 2000 price levels and allowances for projected future inflation. The Government shall adjust this maximum amount in accordance with Section 902.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, which shall become effective upon the date it is signed by the U.S. Army Corps of Engineers, Los Angeles District Engineer.

DEPARTMENT OF THE ARMY

THE RIVERSIDE COUNTY FLOOD
CONTROL AND WATER
CONSERVATION DISTRICT

BY: 
Richard G. Thompson
Colonel, US Army
District Engineer

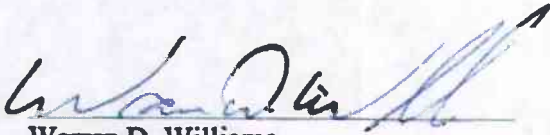
BY: 
James Venable, Chairman
Riverside County Flood Control
and Water Conservation District
Board of Supervisors

DATE: 11 SEP 2003

DATE SEP 09 2003

Recommended for Approval

Attest



**Warren D. Williams
General Manager-Chief Engineer
Riverside County Flood Control and
Water Conservation District**



**Nancy Romero
Clerk to the Board**

Approved as to form:



**William C. Katzenstein
County Counsel**

CERTIFICATE OF AUTHORITY

I, **WILLIAM C. KATZENSTEIN**, do hereby certify that I am the principal legal officer of the Riverside County Flood Control and Water Conservation District, that the Riverside County Flood Control and Water Conservation District 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 and the Riverside County Flood Control and Water Conservation District in connection with the Murrieta Creek Flood Control, Environmental Restoration, and Recreation project, and to pay damages in accordance with the terms of this Agreement, if necessary, in the event of the failure to perform, as required by Section 221 of Public Law 91-611 (42 U.S.C. Section 1962d-5b), and that the persons who have executed this Agreement on behalf of the Riverside County Flood Control and Water Conservation District have acted within their statutory authority.

IN WITNESS WHEREOF, I have made and executed this certification this
28th day of AUGUST 2003.



William C. Katzenstein
County Counsel
County of Riverside, California

CERTIFICATION REGARDING LOBBYING

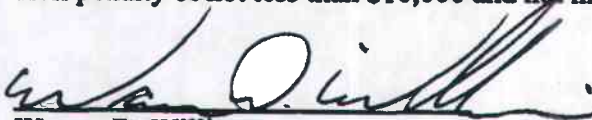
The undersigned certifies, to the best of his or her knowledge and belief that

(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 Section 1352, Title 31, U.S. Code. 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.



Warren D. Williams
General Manager-Chief Engineer
Riverside County Flood Control and
Water Conservation District

DATE: _____

9/9/03

DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB
0348-0046

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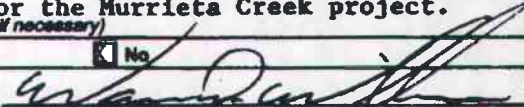
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| 1. Type of Federal Action: <input type="checkbox"/> C a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance | 2. Status of Federal Action: <input type="checkbox"/> A a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award | 3. Report Type: <input type="checkbox"/> A a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____ |
| 4. Name and Address of Reporting Entity: <input checked="" type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: Riverside County Flood Control and Water Conservation District 1995 Market Street Riverside, CA 92501 Congressional District, if known: 45th & 49th | | 5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known: |
| 6. Federal Department/Agency: U.S. Army Corps of Engineers | 7. Federal Program Name/Description: Project Cooperation Agreement CFDA Number, if applicable: _____ | |
| 8. Federal Action Number, if known: | 9. Award Amount, if known: \$ | |
| 10. a. Name and Address of Lobbying Entity <i>(if individual, last name, first name, MI):</i> The Carmen Group 1299 Pennsylvania Avenue, N.W. Washington, DC 20004 | b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i> Mia O'Connell | |
| <i>(attach Continuation Sheet(s) SF-LLLA, if necessary)</i> | | |
| 11. Amount of Payment (check all that apply): \$ <u>30,525</u> <input checked="" type="checkbox"/> actual <input type="checkbox"/> planned | 13. Type of Payment (check all that apply): <input checked="" type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other; specify: _____ | |
| 12. Form of Payment (check all that apply): <input checked="" type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ value _____ | | |
| 14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in Item 11: Assist District staff with interpretation and understanding of all aspects of the Project Cooperation Agreement. Provide Corps Headquarters with informational materials including pamphlets and exhibits prepared by Riverside County Flood Control and Water Conservation District for public distribution for the Murrieta Creek project. <i>(attach Continuation Sheet(s) SF-LLLA, if necessary)</i> | | |
| 15. Continuation Sheet(s) SF-LLLA attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | | |
| 16. Information requested through this form is authorized by 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. 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>Warren D. Williams</u> Title: <u>General Manager-Chief Engineer</u> Telephone No.: <u>909.955.1200</u> Date: <u>9/9/03</u> | |
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Exhibit J
PROGRAM GUIDELINES

STATE OF CALIFORNIA
The Resources Agency
Department Of Water Resources

GUIDELINES
FOR
STATE REIMBURSEMENT
ON
FLOOD CONTROL PROJECTS

FEBRUARY 1974

STATE OF CALIFORNIA
THE RESOURCES AGENCY
DEPARTMENT OF WATER RESOURCES

FLOOD CONTROL SUBVENTIONS PROGRAM

On January 1, 1975, Chapter 1054, Statutes of 1974 (AB 3471) becomes effective. The legislation amends certain sections of the cost-sharing policy enacted by Chapter 893, Statutes of 1973 (SB 399). In order to incorporate these amendments in "Guidelines for State Reimbursement on Flood Control Projects", dated February 1974, the following "pen and ink" changes should be made:

1. Foreword. Second paragraph, last sentence: "When specifically authorized by the Legislature, the State may loan the local share of the rights-of-way and Relocation costs."

2. Table of Contents. Section III.D: "Loan for Rights-of-Way and Relocation Costs".

3. Subsection III.D "The local agency can receive a credit against its share of rights-of-way and relocation costs for land required for the project which were acquired not more than five years prior to federal authorization of the project."

4. Paragraph III.C.3. Strike entire paragraph.

5. Subsection III.D: Title. "Loan for Rights-of-Way and Relocation Costs". Text. "The legislation provides that the Department may lend the local agency the funds necessary to pay its share of rights-of-way and relocation costs, less any credit due for preauthorization rights-of-way."

6. Paragraph III.D.3. Fourth sentence. "They will be made piecemeal as local agency claims for rights-of-way and relocations are processed."

7. Paragraph III.D.4. Strike entire paragraph.

FOREWORD

Two major changes in the Flood Control Subventions Program were made by bills passed during the 1973 Session of the Legislature. Assembly Bill No. 641 (Chapter 537, Statutes of 1973) expands the program to provide for state financial participation in the nonfederal capital costs of the recreation and fish and wildlife enhancement features of a project. Senate Bill No. 399 (Chapter 893, Statutes of 1973) establishes a policy of state-local cost sharing for rights-of-way and relocation costs in connection with the flood control features of a project.

The State may pay 50 percent of the nonfederal capital costs of recreation and fish and wildlife enhancement features when specifically authorized by the Legislature to do so. This provision applies to all projects eligible under the program, subject to legislative action. The provision concerning state-local cost sharing applies to projects state authorized after November 10, 1969. When specifically authorized by the Legislature, the State may loan the local share of the rights-of-way costs.

This new edition of "Guidelines..." incorporates these changes in program policy. With the addition of recreation and fish and wildlife enhancement costs and different rates of state participation for rights-of-way and relocation costs, it is extremely important that the local agencies establish and maintain a cost accounting system which separates charges and places them in the proper account.

John R. Teerink, Director
Department of Water Resources
The Resources Agency

TABLE OF CONTENTS

| | |
|--|----|
| FOREWORD | 1 |
| INTRODUCTION | v |
| SECTION I. PROPOSED PROJECTS | 1 |
| A. The Project Area | 1 |
| B. Flood Plain Management Regulations | 2 |
| C. Cost Allocations for PL 566 Projects, FC Features | 2 |
| D. Local Revenue Base | 4 |
| SECTION II. RECREATION AND FISH AND WILDLIFE ENHANCEMENT | 7 |
| A. State Authorization | 7 |
| B. Recreation Facilities | 8 |
| C. Recreation and Fish and Wildlife Enhancement Lands | 8 |
| D. Recreation and Fish and Wildlife Enhancement | |
| Relocations | 10 |
| E. Associated Recreation and Fish and Wildlife | |
| Enhancement Costs | 11 |
| SECTION III. COST SHARING | 13 |
| A. Cost-Sharing Formula | 13 |
| B. Benefit Data | 14 |
| C. Credit for Pre-authorization Rights-of-Way | 15 |
| D. Loan for Rights-of-Way Costs | 16 |
| SECTION IV. LAND ACQUISITION | 19 |
| A. General Criteria | 19 |
| B. Rights-of-Way Maps and Data | 20 |
| C. Appraisals | 21 |
| D. Settlements | 23 |
| E. Associated land Acquisition Costs | 25 |

TABLE OF CONTENTS (CONTINUED)

| | |
|---|----|
| SECTION V. RELOCATIONS | 29 |
| A. General Criteria | 29 |
| B. Relocation Standards | 29 |
| C. Betterments | 30 |
| D. Agreements and Contracts | 32 |
| E. Associated Relocation Costs | 33 |
| SECTION VI. CLAIMS FOR FINANCIAL ASSISTANCE | 35 |
| A. Project Requirements | 35 |
| B. Claims for Reimbursement | 36 |
| C. Claims for Advances | 36 |
| D. State Review | 38 |
| APPENDIX A - DEFINITIONS AND CITATIONS | 41 |
| APPENDIX B - SAMPLE FORMS | 45 |

INTRODUCTION

The State Legislature has established a policy of financial assistance to local agencies cooperating in the construction of federal flood control projects (Chapters 1 through 4, Part 6, Division 6 of the California Water Code). State assistance is limited to reimbursement of all or a portion of the costs of rights-of-way and relocations which are necessary for construction of the flood control features and of 50 percent of the nonfederal-capital costs of recreation and fish and wildlife enhancement features of a project.

The Department of Water Resources is charged with the responsibility for administering state flood control funds for all state authorized projects except major Corps of Engineers' projects in the Central Valley. The Reclamation Board directly acquires rights-of-way and makes relocations for these major Corps projects. In order to uniformly administer its program, the Department has established the guidelines presented in this publication.

The legislative policy that this is an assistance program is emphasized throughout this guide. The cooperating local agency enters into an agreement with the federal agency constructing the project. The local agency is responsible to the federal agency for acquiring rights-of-way and making relocations. If the local agency complies with these guidelines, it can expect reimbursement of the state share of its costs. Any costs incurred contrary to the guidelines must be borne by the local agency.

SECTION I. PROPOSED PROJECTS

Local agency responsibilities under the state financial assistance Program begin at the time the federal agency completes its preliminary report on a proposed project. The federal report is the first step in obtaining project construction and it provides a considerable amount of information which will affect rights-of-way and relocation costs.

A. The Project Area

The federal report presents plans, profiles, and typical cross sections of the proposed project. Using this information, the local agency can define the area which will be required for a project to a reasonably accurate degree. The Department expects the local agency to do everything within its power to prevent the construction or installation of public or private works which will require relocation at the time of project construction. The local agency is expected to contact those responsible for the issuance of building permits, the approval of subdivision maps, and any other agency exercising control of land use and to advise them of the potential rights-of-way requirements of the project. The local agency should document its efforts in this area. If, in the opinion of the Department, the local agency has not exercised due diligence in the prevention of encroachments in the project area, the cost of relocating the encroaching works will not be eligible for reimbursement by the State.

B. Flood Plain Management Regulations

The Cobey-Alquist Flood Plain Management Act places additional requirements for eligibility for state funds on the local agency. This Act requires that the local agency establish flood plain management regulations for the project area. These regulations must be established within one year following notification by the Department. If the local agency fails to establish the necessary flood plain management regulations, the project will not be eligible for state financial assistance.

The requirements of the Cobey-Alquist Act are outlined in the Department publication entitled "Information and Regulations for the Administration of the Cobey-Alquist Flood Plain Management Act", dated May 1967. Copies of this publication are available from the Department's district offices. The requirements of the Cobey-Alquist Act are in addition to the requirements outlined in Subsection A above.

C. Cost Allocations for PL 566 Projects - Flood Control Features

The Water Code permits reimbursement of the costs of rights-of-way required for floodwater retarding structures which are part of Watershed Protection-and Flood Prevention (PL 566) Projects. U. S. Department of Agriculture Soil Conservation Service policy encourages the inclusion of water conservation and recreation as project purposes in watershed protection projects.

Since the legislation authorizing state financial assistance limits such assistance to the flood control purpose only, it is necessary that the costs of a project reservoir which includes water conservation or recreation as a project purpose be allocated to the various purposes which the reservoir serves.

The Department, as well as most other agencies in the water resources development field, uses the Separable Cost Remaining Benefit (SCRB) method of cost allocation for reservoir projects. This method is widely accepted as an equitable method of allocating costs to the purposes of a reservoir and will be used in the State's financial assistance program.

The SCRB allocation will be made prior to the time the Department disburses state funds. The SCRB allocation will be used to determine the maximum amount of state flood control funds which may be reimbursed to the local agency. Since the Soil Conservation Service may pay a portion of the joint use rights-of-way and relocation costs when recreation is a project purpose, the amount of federal contributions to items eligible for state assistance will be considered in determining the amount of state financial assistance. The local agency will not be allowed to receive more than 100 percent of the cost of rights-of-way and relocations from various assistance programs.

Rights-of-way and relocations eligible for assistance in connection with the flood control features of PL 566 reservoirs will be limited to joint use lands and facilities. Joint use lands

will be determined by the Department. They will be estimated from lakelines based on the estimated high water surface line of the reservoir (design flood discharge elevation), plus freeboard not to exceed five feet vertically. Special situations will be considered on their merits.

The determination of the percent of state financial assistance will be considered final and will be used throughout the life of the project unless significant modifications are made to the project plan or the local agency requests that the reservoir portion of the watershed protection project be considered for a grant under the Administration of State Financial Assistance for Local Projects (Davis-Grunsky) Program. In the former case, a new cost allocation, based on the revised project plan and current cost and benefit estimates, will be made and previous reimbursements will be adjusted. In the latter case, the cost allocation used to determine the Davis-Grunsky grant will control and an adjustment of previous reimbursements to the local agency will be made if necessary.

Additional state financial assistance in connection with the recreation and fish and wildlife enhancement features of a floodwater retarding structure is described in Paragraph II.C.4.

D. Local Revenue Base

The local agency is responsible to the Federal Government for complying with the local cooperation requirements of federal flood control projects. This includes both financing and acquisition of

rights-of-way and making relocations. The legislative intent of the state financial assistance program is to reimburse the local agency for the state share of project costs. In order to carry out project construction in an orderly manner, the local agency must have adequate funds to acquire rights-of-way and make relocations and pay the cost of this work pending state reimbursement. Therefore, the Department expects the local agency to establish a revenue base for the project.

It is suggested that a revolving fund of at least one-third of the nonfederal project cost should be established for this purpose. In the case of a project which will continue over several years, funds sufficient to carry the local program for at least six months should be available.

While the Department will do everything reasonably possible to see that local agency costs are reimbursed at an early date, it must be remembered at all times that the responsibility for incurring and paying the costs rests with the local agency. It has been the Department's experience in administering this program that a local agency without an adequate revenue base encounters problems which invariably delay project construction.

SECTION II. RECREATION AND FISH
AND WILDLIFE ENHANCEMENT

Chapter 3.5, Part 6, Division 6 of the Water Code, commencing with Section 12840, establishes a state policy of paying 50 percent of the nonfederal capital costs of recreation and fish and wildlife features in connection with federal flood control projects which require local cooperation. Where such features are to be included, the local agency should contact the State Departments of Water Resources, Parks and Recreation, and Fish and Game during the investigation. The purpose of this contact is to obtain the views of these agencies on the nature and scope of the features to be recommended for inclusion in the project report submitted for authorization.

The legislation also provides that the state may cooperate directly with the Federal Government when a project is subject to the provisions of Public Law 89-72. If an authorized state agency desires to so cooperate, it will contact the local agency and the Department to arrange for a coordinated plan of action.

A. State Authorization

The legislation requires that state payment of 50 percent of the nonfederal capital costs of the recreation and fish and wildlife features of a given project be specifically authorized by the Legislature. The local agency is responsible for obtaining the required authorization. For projects not yet state-authorized, the Department will consider the plans for recreation and fish and wildlife enhancement contained in the project report to be the

basis for state participation. For projects already state-authorized, the local agency shall prepare a report which shows the plans it and the federal agency have agreed to implement. This report should be coordinated with the appropriate state agencies prior to finalization. It should be presented to the Legislature at the time state authorization is sought. When state authorization is obtained, the report will become the basis for state participation.

B. Recreation Facilities

Facilities to serve recreational activities normally and usually associated with the out-of-doors and which make project land and water areas available for use by the general public are eligible for state financial assistance. The facilities and resultant activities must be consistent with the operation of the project for other purposes. Facilities must be required by the federal agency and the federal agency must participate in their cost. Plans for specific facilities must be submitted for the Department's review and approval prior to the award of the construction contract.

C. Recreation and Fish and Wildlife Enhancement Lands

Lands required for the recreation and fish and wildlife enhancement features of a project are eligible for state financial assistance.

1. Lands for these purposes must be certified as necessary for the project by the federal agency. The Department reserves the

right to review and approve the lands to be acquired for these purposes.

2. Unless the federal agency specifically designates them on the rights-of-way requirements maps, it will be assumed that lands required exclusively for recreation and fish and wildlife enhancement purposes lie landward of the lands required for flood control purposes. The local agency's parcel maps will be subdivided to reflect this separation. For unique situations where recreation and fish and wildlife enhancement lands are actually within the lands required for flood control, the Department, in consultation with the local agency and the federal agency, will define the lands required for a theoretical single-purpose flood control project. The lands required for this theoretical project will be eligible for state financial assistance as flood control lands. The remainder of the lands out to the actual rights-of-way line will be for recreation and fish and wildlife enhancement. This determination must be made prior to acquisition.

3. Lands for recreation and fish and wildlife enhancement purposes shall be acquired at the same time and in the same manner as lands for other project purposes. The procedures presented in Section IV, "Land Acquisition", of this guide will apply. Where a parcel of land is taken for both flood control purposes and recreation and fish and wildlife enhancement purposes, the appraisal for the parcel must show a cost breakdown for the separate pieces taken for each purpose.

4. For floodwater retarding structures in PL 566 projects, the lands outside the joint use lands defined in Subsection I.C. will

be considered for assistance under the recreation and fish and wildlife enhancement lands category.

The portion of the costs of joint use lands allocated to the recreation purpose will also come under this category. Federal payments will first be considered. The local agency will not be allowed to receive more than its actual costs from the various assistance programs.

D. Recreation and Fish and Wildlife Enhancement Relocations

Relocations made necessary by the recreation and fish and wildlife enhancement features of a project are eligible for state payment of 50 percent of the nonfederal capital cost.

1. Relocations for these purposes must be determined necessary for the construction of the project by the federal agency.

2. When relocations are made necessary by both the recreation and fish and wildlife enhancement features and the flood control features, the costs of the relocations must be divided between the two features. Where relocations are linear in nature, the same dividing line as used in separating land (Paragraph 11.C.2.) will be used to determine the percent of cost attributable to each feature. Where such relocations are areal in nature, a percentage division based on the area of the facility being relocated will be made by the Department.

3. Relocations for recreation and fish and wildlife enhancement purposes will be made at the same time as relocations for other project purposes. The procedures presented in Section V. "Relocations", of this guide will apply.

4. Cost apportionment's for relocations in connection with PL 566 project floodwater retarding structures will be made in the same manner as for land costs (Paragraph II.C.4.).

E. Associated Recreation and Fish and Wildlife Enhancement Costs

In addition to receiving state financial assistance for the actual costs of lands and relocations required for the recreation and fish and wildlife enhancement features of a project, the local agency may receive assistance for associated costs. These costs are described in Subsections IV.E. and V.E. The local agency may not be reimbursed for its own administrative overhead (Paragraph IV.E.2.).

SECTION III. COST SHARING

Amendments to Chapters 1 and 4, Part 6, Division 6 of the Water Code, commencing at Sections 12570 and 12850, respectively, establish a policy of state-local cost sharing for rights-of-way and relocation costs in connection with the flood control features of a project. The policy applies to projects which received state authorization after November 10, 1969.

A. Cost-Sharing Formula

The legislation establishes the following general formula for cost sharing:

State Share =

$$0.75 \left(\frac{\text{Flood Damage Reduction Benefits}}{\text{Total Benefits}} \right) (\text{Rights-of-Way Costs})$$

$$+ 0.90 \left(\frac{\text{Flood Damage Reduction Benefits}}{\text{Total Benefits}} \right) (\text{Relocation Costs})$$

Local Share =

$$0.25 \left(\frac{\text{Flood Damage Reduction Benefits}}{\text{Total Benefits}} \right) (\text{Rights-of-Way Costs})$$

$$+ 0.10 \left(\frac{\text{Flood Damage Reduction Benefits}}{\text{Total Benefits}} \right) (\text{Relocation Costs})$$

$$+ 1.00 \left(\frac{\text{Land Enhancement Benefits}}{\text{Total Benefits}} \right) (\text{Rights-of-Way} + \text{Relocation Costs})$$

For purposes of administering this formula, total benefits are defined as the sum of flood damage reduction benefits and land enhancement benefits. Other benefits associated with a project will not be used in computing the state and local shares of the

rights-of-way and relocations necessary for the flood control features. The percentage determined by the first two factors in each element of the formula will be applied to actual costs to compute the amount of state financial assistance.

B. Benefit Data

The legislation provides that the Department will determine the state share at or prior to the time the project report is submitted to the Congress (for small flood control projects it will be determined when the report is submitted to the Chief of Engineers). For projects already having federal authorization, the determination will be made when state authorization is sought by the local agency.

1. The benefit data in the project report will be the starting point for determining the state share for projects without federal authorization. For projects with federal authorization, the data in the design memorandum will be used if available. If the design memorandum is not available, the project report will be used. In either case the Department will review the benefits claimed. If the Department is in general agreement, the benefits presented in the report will be used in the formula to compute the state share percentage. If the Department is not in general agreement with the benefits presented, it will meet with the federal agency and attempt to develop mutually acceptable estimates of benefits. Failing this, the Department will make its own estimates of benefits and use them to compute the state share. The local agency will be notified if the Department decides to use benefits other than those presented in the federal report.

2. The percentage of state assistance will not be changed unless there are major changes in the plan of improvement. If this occurs, the Department will compute a new percentage. The data used in the justification of the major change will be the starting point of the Department's review. The local agency will be notified of any change in the percentage.

3. If a project not subject to cost sharing is so changed that it becomes subject to the provisions of Water Code Section 12639 or 12873, any portion of the modified project which the Department determines to be beyond the scope of the original project will be subject to cost sharing. The state share of the rights-of-way and relocation costs for the portion subject to cost sharing will be determined as described above.

C. Credit for Pre-authorization Rights-of-Way

The local agency can receive a credit against its share of rights-of-way costs for lands required for the project which were acquired not more than five years prior to federal authorization of the project.

1. The amount of the credit will be determined by the Department by applying the percentage for the state share of rights-of-way costs to the value of the land required for the project.

2. The value of the land required for the project will be the actual costs to the local agency for lands acquired by purchase or condemnation or the fair market value at the time title is transferred for lands acquired free of charge. The local

agency must document these values. Only values documented and audited will be allowed.

3. The credit determined in Paragraph III.C.1. can only be applied to the local agency's share of rights-of-way costs. None of the credit can be applied to the local agency's share of relocation costs.

D. Loan for Rights-of-Way Costs

The legislation provides that the Department may lend the local agency the funds necessary to pay its share of rights-of-way costs, less any credit due for pre-authorization rights-of-way.

1. Such a loan must be specifically authorized by the Legislature. The local agency is responsible for obtaining the required authorization.

2. The loan may not exceed a period of ten years. The rate of interest on the loan will be the rate for the State's Pooled Money Investment Account at the time the loan agreement is executed. The loan must be repaid in annual installments beginning one year after the loan is made. The annual loan payment will be deducted from the State's annual tax subvention to the local agency, if any. Otherwise, the local agency must make its payment directly to the State.

3. When a local agency has obtained authorization to receive a loan, the Department will prepare a loan agreement. This agreement will fix the terms of the loan and describe the method of Disbursement. Loans will not be made on a lump-sum basis. They will be made piecemeal as local agency claims for rights-of-way costs are processed. At the time a claim is ready for payment, the local share of the claim will be determined. Credits for

pre-authorization rights-of-way will be allowed first. If a local share of costs is still due after application of the credit, the Department will reimburse it to the local agency and debit its loan account.

4. There is no provision for a loan for the local agency's share of relocation costs.

SECTION IV. LAND ACQUISITION

State financial assistance for rights-of-way costs is limited to lands determined necessary for recreation and fish and wildlife enhancement features and flood control features of the project by the federal agency. The following subsections describe requirements with which local agencies must comply to receive reimbursement of the state share of rights-of-way costs. They apply to both features of the project. Since state financial assistance for the two features is computed at different rates, the local agency must separate its costs and assign them to the appropriate feature.

A. General Criteria

1. The Department will reallocate funds to the local agency only for rights-of-way costs which have been determined to be necessary for the recreation and fish and wildlife enhancement features and the flood control features of the project by the responsible federal agency and which have been reviewed for reasonableness by the Department. Any lands acquired which are in excess of the federal requirements must be paid for by the local agency.
2. When lands are required during the construction period, but are located outside of the permanent project boundaries, only a temporary interest should be acquired whenever possible.
3. When lands required for the project were acquired after federal project authorization by public entities under the same

governing board as the local agency, and when these lands are not donated for the project, the Department will reimburse no more than the original purchase price of the lands paid by those entities.

4. If, after project installation, it is determined that rights-of-way acquired for the project are no longer needed for operation and maintenance of the project, the local agency will be expected to dispose of such lands at fair market value and reimburse the State for the state share of the net amount received. The same principles apply to flowage easements and open channel easements which are subsequently replaced by the construction of protective facilities or improvements such as covered channels. In this case, the local agency should determine the value of the easement for the period used and reimburse the State the state share of the difference between the value of the easement for the period used and the amount paid at the time of project acquisition. Before any modification of the project rights-of-way is undertaken, the local agency must obtain the approval of the Department and the federal agency involved in the construction of the project.

B. Rights-of-Way Maps and Data

Before eligibility of costs for reimbursement can be determined by the Department, the local agency must provide detailed information regarding proposed land acquisitions. The Department will prepare reports identifying lands and interests in lands required for the total project or for identifiable portions

of the project. These reports will serve as the basis for reimbursing the local agency. The information listed below must be submitted prior to acquisition by the local agency.

1. A set of maps depicting the lands required by the federal agency for the project or for an identifiable portion of the project.

2. A set of parcel maps prepared by the local agency showing parcels to be acquired.

3. The parcel numbers used on the parcel maps shall be used in appraisals, acquisition documents, and the claims filed by the local agency. If parcel numbers are changed, the Department must be informed.

C. Appraisals

All properties for which the local agency plans to request state reimbursement must be appraised by competent appraisers. The following paragraphs outline the Department's requirements for appraisals.

1. When property with an estimated value of \$2,000 or more is to be acquired, the local agency must acquire adequate appraisals from two competent appraisers, unless otherwise authorized by the Department. One of the appraisals must be made by an appraiser not on the staff of the local agency. The appraisers shall not negotiate for acquisition of lands required for the project. For property estimated and found to have a value of less than \$2,000, one appraisal is sufficient.

2. Property shall not be reappraise nor appraisals adjusted without the prior approval of the Department. Reimbursement by the Department will be based upon appraisals secured prior to negotiation unless a reappraisal is approved. Where property has been acquired by condemnation proceeding and a trial date has not been set within one year, the local agency may have one appraisal updated for purposes of going to court. When this is done, the local agency should document in its records that the delay past one year was not caused by the landowner or lack of local agency diligence.

3. The qualifications of outside appraisers must be submitted for the Department's review and approval prior to their Engagement.

4. The contract for hiring an outside appraiser must be approved by the Department prior to its execution. A sample form of contract for the hiring of real estate appraisers is included as Sample No. 6 in Appendix B. Specific items which should be covered in appraisal reports are noted at the end of the form. The Department expects appraisal reports to cover these points.

5. When it is necessary to acquire strips of properties along channel reaches, the local agency should engage appraisers on a total job basis rather than an individual parcel basis. Statewide program experience has demonstrated that appreciable savings result from use of this method.

6. If the local agency should desire to acquire an entire parcel and retain the excess portion, rather than only the portion necessary for the project, separate deeds should be obtained at

the time of purchase. The local agency must submit details of the transaction, including appraisals of the entire parcel and the basis for dividing the cost, at the time it submits its claim for reimbursement.

D. Settlements

Three types of rights-of-way settlements are possible. These are the negotiated settlement, the stipulated judgment, and the court judgment based on a trial. The following paragraphs outline the Department's requirements for eligibility of settlements and discuss special problems in connection with severance damage and construction in lieu of monetary payment as a consideration for obtaining rights-of-way.

1. Negotiated settlements and stipulated judgments may not exceed the local agency's high appraised value unless the advance approval of the Department has been obtained. Requests for approval to settle over high appraisal must be accompanied by adequate justification. Settling over high appraisal in order to avoid going to trial will not generally be accepted as justification.

2. When a court judgment for a parcel which the local agency appraises at \$2,000 or more is in excess of 125 percent of the local agency's high appraisal, the Department must be notified within five working days following the date of judgment. When a court judgment for a parcel appraised at less than \$2,000 is in excess of \$2,500 the Department must also be notified. The notification should include a brief analysis of the trial and a

recommendation as to the appropriateness of an appeal. The Department may direct the local agency to appeal a judgment.

3. Settlements may include severance damage. The local agency should, however, determine if it is more economical to acquire an entire parcel containing excess lands. If acquiring the entire parcel is more economical, the local agency should do so. The local agency's claim for reimbursement should set forth the actual or appraised salvage value of the excess lands and the estimated salvage value of improvements. The state share of the salvage value of excess lands and improvements will be deducted pending final sale.

4. The Department can not participate in any construction which reduces the amount of rights-of-way required or which changes the type of estate taken. Construction of this nature is defined as construction in lieu of rights-of-way. The Attorney General's office has ruled that construction in lieu of rights-of-way is not eligible for state financial assistance. Costs of construction to mitigate severance damage, when this does not change the area or the estate taken, may be reimbursed. The Department's advance approval shall be obtained when construction to mitigate severance damage is anticipated.

5. Where possession of property has been obtained by court order in eminent domain proceedings, and either a negotiated settlement or a stipulated judgment has been obtained, interest may be considered eligible for reimbursement if it is considered and agreed to in reaching the settlement. The payment of interest

under these circumstances is considered an associated land acquisition cost (See Subsection E below).

6. When the owner of lands required for the project requests that, in lieu of monetary payment for use or acquisition of his land, certain construction be undertaken, the local agency may do so if the cost of the construction is less than the appraised value of the interest in the land actually acquired. Any construction costs which would normally be paid by the federal agency will not be eligible for reimbursement by the Department. The Department's advance approval shall be obtained when construction in lieu of monetary payment is anticipated.

7. The Department expects the local agency to exercise diligence in obtaining rights-of-way settlements. Particular attention should be given to setting early trial dates when negotiated settlements cannot be secured. Adjustments of appraisals or reappraisals must have the Department's advance approval, except as provided in Paragraph IV.C.2. If the Department determines that the local agency has failed to exercise diligence, increased costs resulting from the lack of diligence will not be eligible for reimbursement.

8. The local agency shall secure and keep on file satisfactory evidence of titles to lands or interests in lands for which reimbursement is requested from the State.

E. Associated Land Acquisition Costs

In addition to the state share of the direct costs of lands and improvements acquired for the project, a local agency may be

reimbursed for certain associated land acquisition costs. The same percentage factor as used for direct costs will be used for associated costs.

1. Associated land acquisition costs may include, but are not limited to, salaries of employees, costs incurred in securing appraisals, survey costs, legally required relocation assistance payment⁶, title reports, title insurance, preparation of deeds and agreements, cost of printing summons and complaint, filing fees, reporter's fees, witness fees, jury fees, recording fees, and similar expenses directly attributable to the acquisition of rights-of-way.

2. The local agency may not be reimbursed for its own administrative overhead. The Department defines administrative overhead to include the salaries and fringe benefits of the executive officer in charge of the local agency, his deputy, and their immediate stenographic support. It also includes pro rata rent charge for the use of office furniture and equipment owned by the local agency. If the local agency obtains services from some other separate department of county government, overhead charges of the department supplying the services are considered eligible for reimbursement.

3. The local agency may obtain reimbursement of the state share of any net costs incurred in disposing of excess lands if it exercises diligence. If the net amount received by the local agency is less than the amount deducted from the claim, the Department will reimburse the difference to the local agency. If the net amount received is in excess of the amount deducted, the

local agency shall include the difference as a credit to the State in its first subsequent claim.

4. If the cost of removing buildings or other improvements is estimated to be in excess of the salvage value therefrom, the local agency should contact the federal agency constructing the project to arrange for disposal at federal expense. When there are net proceeds from the salvage of buildings or other improvements, they shall be shared in the same ratio as the costs of acquiring the land and improvements were shared.

5. When a project includes land acquisition for both flood control features and recreation and fish and wildlife enhancement features, associated land acquisition costs which cannot be assigned to one feature or the other will be prorated on the basis of the right-of-way area acquired for each feature.

SECTION V. RELOCATIONS

The Water Code provides that a local agency may be reimbursed for the state share of the cost of relocations necessary in connection with the recreation and fish and wildlife enhancement features and the flood control features of a federal project. The following subsections describe the Department's criteria for reimbursement.

A. General Criteria

1. Relocations are eligible for state financial assistance only if the owner has a legal right to be compensated and only to the extent that they provide facilities of equivalent usefulness.

2. Only relocations certified as necessary for the construction of the project by the federal agency will be eligible for state financial assistance. The local agency should document all requests of the federal agency for relocations.

3. The Department will determine the extent of eligibility for state financial assistance of any given relocation. Any cost in excess of this determination will be considered "betterment", and will be the responsibility of the local agency (See Subsection C below)

B. Relocation Standards

1. For the construction of public bridges the Department has adopted a standard roadway width of 28 feet plus safety curbs and railings for the relocation of two-lane public bridges or streets, unless the crossing being relocated, or the existing paved roadway at the bridge being replaced, is greater than 28 feet in width. The cost of sidewalks will be considered eligible only to the

extent that they were part of the crossing being replaced. Eligible replacement width for private bridges will be limited to a roadway width of 10 feet or existing width, whichever is greater. Any construction in excess of that outlined above will be considered betterment and nonreimbursable.

2. The Department has adopted a standard width for public roads of an equivalent number of 12 foot lanes or existing pavement width, whichever is greater. State assistance will be limited to the cost of replacing existing shoulders or 2-foot shoulders, whichever is greater. Private roads will be eligible to the extent of providing an equivalent number of 10-foot lanes or existing width, whichever is greater.

3. The Department's standard for relocating pipelines, sewers, or other related facilities is replacement facilities of equivalent capacity.

4. The Department reimburses only the cost of relocating existing rights-of-way fencing. Channel fencing is not considered an obligation of the State.

5. During the construction of a flood control project, various other types of relocations may be necessary. In all cases, only the cost of facilities which provide equivalent usefulness will be considered eligible for reimbursement.

C. Betterments

Whenever relocations are in excess of the standards outlined above, the additional work will be considered to be betterments and the cost thereof will not be borne by the State.

The local agency shall submit to the Department information, data, and preliminary plans regarding relocations where betterments may be involved. The Department will review this information and notify the local agency of the extent to which the State will participate in the works involved. The following paragraphs outline the methods the Department will use to determine betterment in common cases.

1. The cost of chargeable betterment in relation to the total cost of bridges will be computed by using a percentage relationship. This relationship will be based on the ratio of the width of the structure which exceeds that necessary to provide equivalent usefulness to the total width of the proposed bridge. Determination of this ratio factor will be made as soon as practical after preliminary plans are available. The factor will not be adjusted unless radical changes are made during construction. There may be some cases where the replacement bridge actually constructed is so changed from the replacement bridge without betterments that the width-to-width ratio would not be equitable. For such cases, an alternative method will be devised. Unless the local agency provides detailed quantity estimates for the Department's review, the width-to-width ratio will be applied to box culverts.

2. The eligibility of roads with betterments will be based on a width-to-width ratio; i.e., the width of the eligible road without betterments to the width of the road actually constructed.

3. For other types of relocations with betterments, a proportional relationship will be established for cost sharing.

This relationship will be based on the cost of equivalent facilities without betterment to the total cost of the replacement facility.

D. Agreements and Contracts

All relocations should be performed in accordance with agreements between the local agency and the owner agency. Such agreements should clearly spell out the work to be performed and the financial obligations of each agency. Agreements should, generally, be submitted to the Department for review prior to their execution. They shall be submitted to the Department if betterments are involved. Agreements should provide that the cost to the local agency shall be the actual cost of construction reduced by the net value, if any, of salvage realized and the value of accrued depreciation, if any.

Construction contracts for performing relocations must conform to the provisions of the Government Code and shall include provisions for liquidated damages. Construction overhead and inspection costs are directly proportional to the length of time spent in performing the contract. Continuation of the contract past its scheduled completion date increases these costs and thus damages the local agency. Since the Department reimburses the local agency for the cost of construction overhead and inspection, it is similarly damaged when a contract runs over its scheduled completion date. The local agency shall collect liquidated damages and credit them to the Department in proportion to its share of

the contract. The daily rate for liquidated damages shall reflect the fixed cost of administering the contract. This provision does not preclude granting the contractor change orders which allow additional time for contract completion. Any change orders affecting the time or the cost of the contract must be approved by the Department.

E. Associated Relocation Costs

Costs incurred by the local agency in meeting relocation requirements of the project are eligible for reimbursement to the extent of the state share of the relocation. These costs may include engineering and surveying and contract administration and inspection. It may also include all other reasonable costs in connection with the relocation. The local agency may not be reimbursed for its own administrative overhead (See Paragraph IV.E.2). When a relocation is necessary to serve both the flood control features and the recreation and fish and wildlife enhancement features, the associated relocation costs will be prorated on the basis of the costs of relocation assigned to each feature.

If it is necessary to acquire additional land solely for the purpose of making a relocation, the Department will apply the state share relocation percentage to these lands and the associated costs. The lands must be acquired in accordance with the provisions of Section IV.

SECTION VI. CLAIMS FOR FINANCIAL ASSISTANCE

All local agency requests for state financial assistance in connection with federal flood control projects must be made in a properly filed claim. With the establishment of a cost-sharing policy and the expansion of the program to include state assistance for recreation and fish and wildlife enhancement features, particular attention must be given to cost accounting systems. A project could have as many as three different rates of state assistance. All three categories may be included in the same claim, but they must be clearly separated within the claim. The following subsections outline the requirements for claims filed with the Department and present several requirements that apply to entire projects.

A. Project Requirements

Prior to filing claims for state financial assistance with the Department, the local agency shall meet the following requirements.

1. The local agency shall submit two certified copies of all resolutions giving assurances of local cooperation to the federal agency constructing the project.

2. The local agency shall submit resolutions giving assurance that it will hold and save the State of California free from damages due to the construction and operation of the project and guaranteeing public access to project land and water areas when the State participates in the costs of recreation and fish

and wildlife enhancement features (Sample Form No. 4 in Appendix B).

3. The local agency shall submit resolutions designating the local, agency's representative authorized to file claims for state assistance (Sample Form No. 5 in Appendix B).

4. The local agency shall submit copies of all requests from, the federal agency regarding local cooperation on project requirements.

B. Claims for Reimbursement

Since this is a reimbursement program, it is expected that the majority of the local agency's claims will be for reimbursement of costs already incurred. Claims for reimbursement shall contain the information presented in the following paragraphs. The local agency shall submit five copies of each claim.

1. The claim must include an affidavit, signed under penalty of perjury by the person authorized to file claims for state financial assistance. The affidavit must contain the information shown in Sample Form No. 1. in Appendix B.

2. The claim must contain a tabulation showing detailed information regarding separate items of the claim and a certificate of payment for the items covered in the claim. The certificate of payment must be signed, under penalty of perjury, by the person responsible for settlement of accounts (See Sample Form Nos. 2 and 3 in Appendix B).

C. Claims for Advances

Subsection I.C. of this guide outlined requirements that the local agency establish a revenue base for carrying out the requirements of local cooperation. If the local agency has exhausted its revenue base, or if unexpected expenses occur due to the acceleration of the construction schedule, the Department, at its discretion³ may advance funds to the local agency. Three types of advances are possible under the program. These are advances into court for the deposit required for an order of immediate possession, advances into escrow to complete property transactions based on negotiated settlements, and advances for construction deposits required by the federal agency or an owner agency for the relocation of works which will be eligible for state financial assistance. These advances are discussed in the following paragraphs.

1. Claims for advances into court for the state share of the deposit required for an order of immediate possession should be prepared in the same manner as claims for reimbursement. In addition, the claim must be accompanied by two copies of a certified copy of the court order requiring such deposit and the complaint. The court order shall include a list of parcels in the condemnation action and the amounts to be deposited for each parcel. The order shall also provide for the deposit of the funds advanced by the State into the Condemnation Deposits Fund of the State Treasury. The amount of the advance may not exceed the state share of the appraised value of the lands less the state share of

any estimated salvage value. At the time the Department transmits the advance to the local agency, it will also transmit an "Assignment of Interest" form which the local agency must execute and return to the Department. The assignment of interest form provides that interest earned on state funds deposited by the local agency will be credited to the State by the State Controller's Office. On completion of the actions covered by the advance, the local agency shall file a certified copy of the judgments in a final claim which covers the parcels involved.

2. Claims for advances into escrow will also be in the same format as claims for reimbursement. The claim shall include the name of the title company handling the escrow and the escrow number. The Department will advance money for the state share to the title company in the name of the local agency.

3. Claims for advances of the state share for construction deposits required by the federal agency or the owner agency shall include the billing of the local agency. These claims must be in accord with the agreement between the local agency and the federal agency or the owner agency. These agreements must be approved in advance by the Department.

D. State Review

Prior to any payment to a local agency by the State, an engineering review will be performed by the Department. Claims for reimbursement will be audited by the State Controllers Office. The local agency must keep and maintain a complete, accurate, and itemized record of any cost for which state reimbursement is

requested. It must permit any authorized officer or employee of the State of California to examine such records, and to interview in connection with such records, the officers, agents, or employees of the local agency. In making its engineering review, the Department will deduct "without prejudice" any item which cannot be verified. The local agency will have 90 days from the date of notification of the deductions to submit additional supporting information. If such information is not received within 90 days, the Department will presume that the local agency accepted the deduction. If the local agency can support its request for reimbursement, a supplemental payment will be made.

Claims for advances will not be audited by the State Controller prior to payment. They will be audited as soon as possible after the completion of the action involved; in addition, the Department will process claims for reimbursement of progress payments made in connection with relocation contracts without audit by the State Controller. These claims will be audited after completion of the construction contract.

A final audit will be made upon completion of a project or a separable reach of a project. Until such time as the final audit is made, the local agency must maintain its record of project expenditures. If the final review of project costs indicates that previous payments require adjustment, the local agency will be expected to reimburse the State for overpayments. Underpayments will be reimbursed to the local agency by the Department.

APPENDIX A DEFINITIONS AND CITATIONS

The following definitions are used in the administration of the program.

- A. Department: The Department of Water Resources of the State of California.
- B. Flood Control Project: Any project, in whole or in part, for the control of floods within the State (1) which has been authorized and approved for construction by the United States, (2) which has been authorized for financial assistance by the State pursuant to Chapters I through 4, Part 6, Division 6 of the Water Code, (3) for which financial assistance is required of local agencies by federal law, and (4) for which funds have been appropriated to the Department by the Legislature.
- C. Local Agency: Any county, city, city and county, district, state agency, or other public agency organized under the laws of this State, which is required by law to give and which has given, to the Federal Government assurances that local, cooperation will be furnished in connection with a flood control project.
- D. Owner Agency: Any county, city, city and county, district, or other public or private agency or individual that is the owner, operator or in control of affected works.
- E. Federal Agency: Any administrative agency of the Federal Government which is responsible under federal law for construction of a flood control project.

- F. Affected Works: Any existing improvements, structures or utilities, the relocation, reconstruction, replacement or modification of which is rendered necessary by the construction of a flood control project and for which the owner agency has a legal right to be compensated. When the relocation, reconstruction, or replacement is solely the responsibility of the Federal Government or required of the owner agency by law, franchise, or agreement, the Department will not participate in the costs.
- G. Lands, Easements, and Rights-of-Way: Lands, easements, and rights-of-way as defined in Section 12573 of the Water Code apply to projects authorized for financial assistance for flood control features by the State under the State Water Resources Law of 1945.

"12573. 'lands, easements and rights of way' includes lands and rights or interests in lands whereon channel improvements and channel rectifications are located; lands, rights, or interests in lands necessary in connection with the construction, operation, or maintenance of such channel improvements and rectifications, including those necessary for flowage purposes, spoil areas, borrow pits, or for access roads; and including the cost of the relocation, reconstruction, or replacement of existing improvements, structures, or utilities rendered necessary by such channel improvements and rectifications."

Lands, easements, and rights-of-way as defined in Section 12853 of the Water Code apply to projects authorized for financial assistance for flood control features under the California Watershed Protection and Flood Prevention Law, which include Department of Agriculture (Soil Conservation Service) projects under Public Law 566, and certain pilot projects of the Department of Agriculture.

"12853. 'Lands, easements and rights of way' includes lands and rights or interests in lands whereon channel improvements and channel rectifications, debris dams and water retarding structures are located; lands, rights, or interests in lands necessary in connection with the construction, operation, or maintenance of such channel improvements and rectifications, debris dams and water retarding structures, including those necessary for flooding and flowage purposes, debris basins, spoil areas, borrow pits, or for access roads; and including the cost of the relocation, reconstruction, or replacement of existing improvements, structures, or utilities rendered necessary by such channel improvements and rectifications, debris dams and water retarding structures."

The following are citations of various statutes referred to in this guide:

- State Water Resources law of 1945 (Water Code Sections 12570-12751).
- The Flood Control- law of, 1946 (Water Code Sections 12800-12830).
- California Watershed Protection and Flood Prevention Law (Water Code Sections 12850-12875).
- Davis-Grunsky Act (Water Code Sections 12880-12893).
- Cobey-Alquist Floodplain Management Act (Water Code Sections 8400-8015).
- Public Law 566 Projects. This refers to projects undertaken pursuant to the Watershed Protection and Flood Prevention Act (Public Law 566, Chapter 656, Eighty-third Congress, Second session; 68 Stat. 666; 16 U.S.C.A., Sec. 1001, et seq.

APPENDIX B SAMPLE FORMS

The purpose of this appendix is to present samples of the various forms and certifications to be used for filing claims. The samples presented are:

- Sample No. 1 - Claim Affidavit
- Sample No. 2 - Claim Detail Sheet - Rights-of-Why
- Sample No. 3 - Claim Detail Sheet - General Project Costs
- Sample No. 4 - Resolution of Assurance to State
- Sample No. 5 - Resolution Designating Person to File Claims
- Sample No. 6 - Contract for Hiring Fee Real Estate Appraisers

STATE OF CALIFORNIA)
)
COUNTY OF _____)

I, M. A. Gawn, Chief Engineer Santa
Margo F.C.D., hereby certify, under penalty of perjury:
THAT claim of Santa Margo F.C.D.
Local Agency

rendered to Department of Water Resources, dated April 1, 1961,
in the amount of \$27,617, for reimbursement
(Reimbursement or Advance)

of eligible costs associated with Swan River
Project, from Pacific Ocean to Water Street was
prepared under my direction;

THAT costs as represented herein are in accordance with
original records of costs for said project on file in said agency's
office; and

(a)* THAT all lands and interests in lands acquired, for
which reimbursement or advance of funds are requested herein,
fall within the requirements of the federal agency for said
project and represent the minimum needs therefor;

(b)* THAT all items of costs for the relocation, recon-
struction or replacement of affected works are for project
purposes as required by the federal agency and provide the most
economical facilities of equivalent capacity.

* Use applicable Section (a) or (b)
depending on claim.

THAT Sections 1090 TO 1096, inclusive, of the Government Code and other applicable provisions of law have been complied with;

THAT amount claimed does not include administrative overhead or estimated salvage value of improvements; and

THAT I am the person authorized by the local agency to file claims for reallocation of flood control funds with the State of California.

(Signature) M. A. Gawn

Date July 21, 1961

Sample No. 2 - CLAIM DETAIL SHEET RIGHTS-OF-WAY

Project Title Swan River Project Local Agency Santa Marga Co. FPD

Claim No. 7 Date April 1, 1963

Right-of-Way Acquisition

| Parcel (Assessor No.) | Owner (Grantor) | Appraisal No. 1 | Appraisal No. 2 | Negotiated Price | Salvage Excess Land and/or Imp.* | Project Cost | Marzant** |
|-----------------------|-----------------|-----------------|-----------------|------------------|----------------------------------|--------------|---------------|
| | | | | | | | Number : Date |

Flood Control Rights-of-Way:

7-321-4 J. J. Jones \$ 91500 \$19,900 \$13,100 \$3,300 \$ 9,900 AX1234 12-2-60

7-321-7 S. M. Smith \$15,350 24,800 17,542 0 17,542 AX8975 2-16-61

Total Cost - Flood Control Rights-of-way \$27,442

Amount Claimed: State R/W Percentage x FC R/W Cost = _____

Recreation and Fish and Wildlife Enhancement Rights-of-Way:

7-321-11 A. B. Doe 180 --- 175 0 175 AX8129 11-23-60

Total Cost - Recreation and Fish and Wildlife Enhancement R/W \$175

Amount Claimed: 0.50 x R/W R/W Cost _____

M. A. Gawn

Certified by Authorized Representative of LOCAL AGENCY

I, _____ (Name) _____ (Title)

certify, under penalty of perjury, that I am responsible for the settlement of accounts and that the amounts claimed have been paid.

Signed _____

- * Credits to be deducted.
- ** Shown if claim for reimbursement.

Note: Claims for deposit of funds into court should, in addition to this tabulation, be accompanied by the order of the court.

Sample No. 3 - CLAIM DETAIL SHEET - GENERAL PROJECT COSTS

Project Title Swan River Project Local Agency Santa Margo Co. FCD
 Claim No. 1 Date April 1, 1961

GENERAL PROJECT COSTS

| Payee | Amount | Purpose | Warrant* | |
|-------|--------|---------|----------|------|
| | | | No. | Date |

Flood Control Rights-of-Way

| | | | | |
|-------------------|------------|---------------------------|-------|---------|
| J. R. Dolan | \$1,200.00 | Appraisal on S. M. Smith | 10150 | 8-01-60 |
| Margo Title Co. | 2.50 | Drawing Deed, S. M. Smith | 10201 | 2-25-61 |
| Total Cost-FC R/W | \$1,202.50 | | | |

Amount Claimed: State R/W percentage x FC R/W Costs = \$

Flood Control Relocations

| | | | | |
|------------------------|------------|-----------------------------|-------|----------|
| Margo Fence Co. | \$650.00 | Fence, S. M. Smith property | 10140 | 7-25-60 |
| Western Sanitary Dist. | 300.00 | Install manhole, 10th St. | 10189 | |
| | 12-23-60 | | | |
| Cement Pipe Co. | 2,100.00 | Install sewerline, 10th St. | 10199 | 12-27-60 |
| Total Cost-FC Rel. | \$3,050.00 | | | |

Amount Claimed: State Reloc. percentage x FC Reloc. Costs = \$

Recreation and Fish and Wildlife Enhancement Relocations

| | | | | |
|----------------------------|------------|-----------------------|-------|---------|
| Pacific Union Telegraph | \$1,500.00 | Trunkline, Swan River | 10188 | 9-13-60 |
| Total Cost-R&F&WE Rel. | \$1,500.00 | | | |

Amount Claimed: 0.50 x R&F&WE Costs = \$

for M. A. Gavin, Chief Engineer

Certified by Authorized Representative of LOCAL AGENCY

I, _____ (Name) _____ (Title)

certify, under penalty of perjury, that I am responsible for the settlement of accounts and that the amounts claimed have been paid.

Signed: _____

* Shown if claim for reimbursement.

Note: Claims for reimbursement for payment of progress estimate should, in addition to this tabulation, be accompanied by copies of standard form of agency for such contract payments.

Sample No. 4 - RESOLUTION OF ASSURANCE TO STATE

WHEREAS, under Public Law _____ the (federal agency) intends to construct a flood control project at _____; and

WHEREAS, under (The State water Resources Law of 1945) (The California Watershed Protection and Flood Prevention law) the State of California intends to pay a portion of the costs of lands, easements, and rights-of-way necessary for said, project;

NOW THEREFORE BE IT RESOLVED, that the (local organization) hereby gives assurances to the State of California that it will operate and maintain said project after completion, in such manner as will accomplish the purposes for which the project was authorized and constructed and as may be required by the (Secretary of the Army) (Secretary of Agriculture) and the Department of Water Resources; that it will hold and save the State of California free from damages or claims due to the construction, installation, or operation of the project; that it will give all assurances required by federal law as to said project; and that it will guarantee public access to project land and water areas when the State participates in the costs of recreation and fish and wildlife enhancement features.

Sample No. 5 RESOLUTION DESIGNATING PERSON TO FILE CLAIMS

WHEREAS, under Public law _____ the (federal agency) intends to construct a flood control project at _____ ; and

WHEREAS, under (The State Water Resources Law of 1945) (The California Watershed Protection and Flood Prevention Law) the State of California intends to pay a portion of the costs of lands, easements, and rights-of-way necessary for said project; and

WHEREAS, the (local organization) has given all assurances required by federal or state law;

NOW THEREFORE BE IT RESOLVED, that the (local organization) hereby appoints _____ to file claims with the State of California for reimbursement of expenditures made by the (local organization) for lands, easements, and rights-of-way necessary for said project.

PROJECT IDENTIFICATION

CONTRACTOR
AGENCY
WATER RESOURCES

Sample No. 6

CONTRACT FOR HIRING
FEE REAL ESTATE APPRAISERS

THIS AGREEMENT, made and entered into this _____ day of _____ 19____ by
and

between the Agency, acting through its _____
Title of officer acting for Agency

hereinafter called the Agency, and
hereinafter called the Contractor

WITNESSETH That the parties do hereby agree as follows:

1. The Contractor, for and in consideration of the covenants, conditions, agreements, and stipulations of the Agency herein after
expressed, does hereby agree to furnish the Agency appraisal report in _____ copies covering that certain real property
described as follows:

(sample)

2. The completed report shall be delivered to

at or before _____ The date of delivery of the report may not be extended without written authorization
of _____ and will not be extended beyond the termination date of this contract

3. The Contractor is to be paid the sum of \$ _____ for the completed report, which sum includes the cost of all expenses
of any kind or nature incurred by the Contractor hereunder. Contractor shall cease work upon Agency's request, when payment shall be made,
prorated on the basis of work completed.

4. If requested by the Agency, Contractor shall appear in Court as an expert witness in any condemnation case involving the above-described property
and shall perform work incidental thereto. Contractor shall cease work upon Agency's request.

5. _____ per diem for any day that Contractor is called upon for pre-trial conference with the Agency's
attorneys, for appearances in Court as an expert witness, or for additional services not within the scope of the original report.

6. In no event shall the term of this contract extend beyond _____

The provisions on the reverse side hereof constitute a part of this agreement

IN WITNESS WHEREOF, This agreement has been executed, in quadruplicate, by and on behalf of the parties herein, the day and year first above
written.

Contractor _____
(If other than an individual, state whether a corporation, partnership, etc.)

By _____
Name of Agency

By _____ Title _____

Title _____ Address _____

6. The Contractor shall prepare his appraisal report in conformity with the Appraisal Specifications listed below, unless otherwise provided herein or directed in writing by the Agency. Contractor's report shall be complete upon submission and Contractor agrees to correct any omissions or error on his part at no extra cost to the Agency. Neither acceptance of the report, nor its retention by the Agency shall be deemed to waive any obligations of the Contractor hereunder.

7. Contractor agrees to indemnify and save harmless the Agency, its officers, agents and employees from any and all claims and losses accruing or resulting to Contractor in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this contract.

8. This agreement is not assignable by Contractor either in whole or in part.

9. This is of the essence of each and all the provisions of this agreement. The Agency may terminate this agreement and be relieved of the payment of any consideration to Contractor should Contractor fail to perform the covenants herein contained at the time and in the manner herein provided.

10. It is mutually understood and agreed that no alterations or variations of the terms of this contract shall be valid unless made in writing and signed by the parties hereto, and that no oral understandings or agreements not incorporated herein, and no alterations or variations of the terms hereof unless made in writing between the parties hereto, shall be binding on any of the parties hereto.

11. It is mutually understood and agreed that the appraisal report and all portions thereof is confidential and is prepared for use by the Agency's attorneys in connection with any condemnation action or actions involving the property subject of the appraisal report.

12. The Contractor agrees that his report, its contents and conclusions are for confidential information of the Agency and its authorized representatives and that he will not disclose his data, reasoning, or conclusions in whole or in part to any person whatsoever other than as provided herein.

13. The Contractor warrants that he has no interest, present or contemplated, in the property or properties affected by this contract.

APPRAISAL SPECIFICATIONS

All reports must contain the following:

1. Title page (sufficient data to identify project).
2. Letter of transmittal (brief summary of important conclusions: market value, date of valuation, etc.).
3. Table of contents.
4. Photographs, plat, legal description of property, and name of owner.
5. Map showing all sales in relation to subject property.
6. Analysis of area surrounding subject property.
7. Analysis of the site including all standard items such as zoning, taxes, utilities, topographic features, etc.
8. Highest and best use (if controversial, discuss fully).
9. Description of improvements.
10. Discussion of sales, comparing them directly to subject.
11. The three approaches to market value (if any of the three approaches are inapplicable, explain why).
12. Discussion of severance damage (or lack of it) where a partial take is involved.
13. Effect of title exceptions on market value.
14. Correlation and final estimate of market value (summarize the reasons supporting conclusions).

NOTICE OF DETERMINATION

To: County Clerk
County of Riverside
2724 Gateway Drive
Riverside, CA 92507

Original Negative Declaration/Notice of Determination was routed to County Clerks for posting on.
4/22/2020
Date
kb
Initial

Riverside County Flood Control and Water Conservation District
1995 Market Street
Riverside, CA 92501
Contact: Randy Sheppeard
951-955-1200

Subject: Filing of Notice of Determination in compliance with Section 21152 of the Public Resources Code

State Clearinghouse Number: 200071051

Project Title: Accepting a Proposal for Funding from the California Department of Water Resources; Approving the Funding Agreement with the California Department of Water Resources; and Authorizing the General Manager-Chief Engineer or Designee to Execute the Funding Agreement and any Amendments thereto for the Murrieta Creek Flood Control Environmental Restoration and Recreation Project (MCFCERRP)

Project Location: Murrieta Creek lies in southern Riverside County and flows through the cities of Wildomar, Murrieta, and Temecula

Project Description: As part of the Flood Control Subventions Program under the Disaster Preparedness and Flood Prevention Bond Act of 2006 Public Resources Code, Section 5096.800 et seq., the State has a commitment to reimburse certain costs to local agencies that sponsor Federal flood control projects. The Flood Control Subvention Program sets forth the criteria by which the State will evaluate the worthiness of projects for authorization and subsequent Subvention funding.

The Riverside County Flood Control and Water Conservation District (District) intends to execute an agreement with DWR to obtain funding from the Flood Control Subvention Program for the MCFCERRP. The MCFCERRP received adequate environmental analysis in the previously certified Final EIR (SCH #2000071051). A Supplemental EIR was prepared pursuant to the California Environmental Quality Act (CEQA) Guidelines Section 15163 to address modifications to the project as was previously analyzed in the Final EIR. After evaluation, it was determined that the Project (i.e., authorizing a proposal for funding from the DWR and designating a representative to execute the agreement and any amendments thereto) does not trigger any of the criteria described in Section 15162 of the CEQA Guidelines calling for the preparation of a subsequent MND or EIR and as such, nothing further is required to comply with CEQA.

CEQA Determination: This is to advise that the District has made the following determinations:

1. The Project will not have a significant effect on the environment.
2. The previously certified EIS/EIR and Supplemental EIS/EIR for the MCFCERRP were considered for this Project.
3. The Agreement between the District and DWR was reviewed and it was determined that although the MCFCERRP could have a significant effect on the environment, no new environmental documentation is required because (a) impacts related to the MCFCERRP were adequately analyzed in the earlier EIS/EIR and the Supplemental EIS/EIR (collectively hereinafter referred to as the "Documents") pursuant to the applicable legal standards; (b) all potentially significant effects of the MCFCERRP have been avoided, minimized or mitigated pursuant to the earlier Documents; (c) the Project will not result in any new significant environmental effects not identified in the earlier Documents prepared for the MCFCERRP; (d) the Project will not substantially increase the severity of the environmental effects identified in the Documents; (e) no considerably different mitigation measures have been identified; and (f) no mitigation measures found infeasible have become feasible. The Agreement is merely an implementing administrative action in furtherance of the previously approved MCFCERRP and is consistent with the characteristics evaluated in the Documents.
4. Mitigation measures were made a condition of approval for the EIS/EIR and Supplemental EIS/EIR, however, no mitigation measures are required or applicable for the Project.
5. A Statement of Overriding Considerations was adopted by the lead agency for this MCFCERRP.
6. Findings were made pursuant to the provisions of CEQA.

Documents Available for Review: This is to certify that EIS/EIR and a Supplemental EIS/EIR and records of this project's approval are available to the general public at Riverside County Flood Control and Water Conservation District, 1995 Market Street Riverside CA 92501. Please contact Randy Sheppeard at 951.955.1306 or by email at rsheppea@rivco.org if you require assistance.



JASON E. UHLEY, General Manager-Chief Engineer

4/13/2020

Date

STATE OF CALIFORNIA - THE RESOURCES AGENCY
DEPARTMENT OF FISH AND GAME
ENVIRONMENTAL FILING FEE CASH RECEIPT

RECEIVED

MAR 24 2003

Receipt # 200300072

RIVERSIDE COUNTY FLOOD CONTROL
WATER CONSERVATION DISTRICT

Lead Agency: COUNTY FLOOD CONTROL Date: 01/30/2003

County Agency of Filing: Riverside Document No: 200300072

Project Title: MURRIETA CREEK FLOOD CONTROL

Project Applicant Name: COUNTY FLOOD CONTROL Phone Number: _____

Project Applicant Address: 1995 MARKET ST. RIVERSIDE CA 92501

Project Applicant: Local Public Agency

CHECK APPLICABLE FEES:

| | |
|---|-----------------|
| <input checked="" type="checkbox"/> Environmental Impact Report | <u>\$850.00</u> |
| <input type="checkbox"/> Negative Declaration | _____ |
| <input type="checkbox"/> Application Fee Water Diversion (State Water Resources Control Board Only) | _____ |
| <input type="checkbox"/> Project Subject to Certified Regulatory Programs | _____ |
| <input checked="" type="checkbox"/> County Administration Fee | <u>\$64.00</u> |
| <input type="checkbox"/> Project that is exempt from fees (DeMinimis Exemption) | |
| <input type="checkbox"/> Project that is exempt from fees (Notice of Exemption) | |
| Total Received | <u>\$914.00</u> |

Signature and title of person receiving payment: C. F. Fohler

Notes:

RIVERSIDE COUNTY CLERK-RECORDER

AUTHORIZATION TO BILL

TO BE FILLED OUT BY SUBMITTING AGENCY

DATE: 4/6/2020 BUSINESS UNIT/AGENCY: FLOOD CONTROL - FCARC

ACCOUNTING STRING:

ACCOUNT: 526410 FUND: 25170
DEPT ID: 947520 PROGRAM: _____

AMOUNT: \$50.00

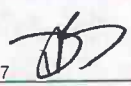
REF:

CEQA NOTICE OF DETERMINATION FILING FEE FOR MURRIETA CREEK FLOOD CONTROL, ENVIRONMENTAL RESTORATION AND RECREATION PROJECT (44101-227-7-8-00021-00-30-0000-907). THE FEE FOR THE FULL CEQA EIS/EIR WAS PREVIOUSLY PAID ON THIS PROJECT BY COUNTY OF RIVERSIDE (SCH#200071051).

THIS AUTHORIZES THE COUNTY CLERK & RECORDER TO ISSUE AN INVOICE FOR PAYMENT OF ALL DOCUMENTS INCLUDED.

NUMBER OF DOCUMENTS INCLUDED:

1

AUTHORIZED BY: DARRYLENN PRUDHOLME-BROCKINGTON EXT 58357 

PRESENTED BY: GENE JENNINGS Ext 58377

CONTACT: KEVIN CUNNINGHAM Ext 51526

TO BE FILLED OUT BY COUNTY CLERK

ACCEPTED BY: _____

DATE: _____

DOCUMENT NO(S)/INVOICE NO(S): _____