

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



ITEM: 11.3
(ID # 15192)

MEETING DATE:

Tuesday, May 25, 2021

FROM: FLOOD CONTROL DISTRICT:

SUBJECT: FLOOD CONTROL DISTRICT: Approval of the Local Cost Share Funding Agreement for the Feasibility Study for the Lake Elsinore Aquatic Ecosystem Restoration Project Between the Riverside County Flood Control and Water Conservation District, the Elsinore Valley Municipal Water District and the City of Lake Elsinore, CEQA Exempt, District 1. [\$250,000 Total Cost - Zone 3 District Funds 100%]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Find that this Local Cost Share Funding Agreement is exempt from the California Environmental Quality Act ("CEQA") pursuant to State CEQA Guidelines Section 15061(b)(3), Common Sense Exemption and Section 15262, Feasibility and Planning Studies;
2. Approve the Local Cost Share Funding Agreement (Agreement) between the Riverside County Flood Control and Water Conservation District (District), the Elsinore Valley Municipal Water District (EVMWD) and the City of Lake Elsinore (City), in which the District will provide \$250,000 for Fiscal Year 2021-2022;
3. Authorize the Chair of the Board of Supervisors for the District to execute the Agreement on behalf of the District;
4. Authorize the General Manager-Chief Engineer or designee to take all necessary steps to approve, sign and execute any future non-substantive amendments within the Agreement that do not increase the cost to the District and do not materially change the scope of services, subject to approval as to form by County Counsel; and
5. Direct the Clerk of the Board to return four (4) executed Agreements to the District.

ACTION: Policy

Jason Uhley, GENERAL MGR-CHF FLD CNTRL ENG 5/12/2021

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Perez, seconded by Supervisor Hewitt 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: May 25, 2021
xc: Flood

Kecia R. Harper
Clerk of the Board
By
Deputy

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FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 0	\$ 250,000	\$ 250,000	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: Zone 3 Funds - 100% (See Additional Fiscal Information)			Budget Adjustment: No	
			For Fiscal Year: 21/22	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

Since 2004, Lake Elsinore has been deemed an impaired waterbody by the California State Water Resource Control Board. The impairment of Lake Elsinore is due, in part, to low dissolved oxygen, fish kills and excessive algae growth that may be able to be managed, in part, through ecosystem restoration projects.

In 2020, the United States Army Corps of Engineers (Corps), at the request of the Elsinore Valley Municipal Water District (EVMWD), completed a Federal Interest Determination (FID) for the proposed Lake Elsinore Aquatic Ecosystem Restoration Project (Project) pursuant to Section 206 of the 1996 Water Resources Development Act (Continuing Authorities Program). The FID found a federal interest in the Project and authorizes the Corps to enter into a Feasibility Cost Sharing Agreement (FCSA) with a local sponsor to further evaluate the benefits and costs of riparian habitat restoration, aquatic habitat restoration and dredging alternatives to ecosystem restoration (Feasibility Study). EVMWD has agreed to serve as the local sponsor for the Feasibility Study and is willing to enter into the FCSA with the Corps. The Corps will pursue federal funds once the FCSA is approved. The FCSA also requires EVMWD to pursue the local cost share in accordance with Section 103 of the Water Resources Development Act of 1986, as amended.

The Feasibility Study is expected to cost \$1.5 million with a 50% local match of \$750,000.00. If the Feasibility Study identifies a cost-effective ecosystem restoration alternative that will improve the environment and is in the public interest, the Corps can fund and construct up to \$10 million in ecosystem restoration improvements with a 35% match requirement for the local sponsor. The local sponsor is also responsible for 100% of the operation, maintenance and replacement and rehabilitation costs for the project.

The City and District are willing to enter into a separate cost sharing agreement with EVMWD to equally share the estimated \$750,000 FCSA local cost share. This separate local cost share funding Agreement sets forth the terms and conditions by which the District, EVMWD and City will jointly contribute funding toward the local cost share for the Feasibility Study for the Lake Elsinore Aquatic Ecosystem Restoration Project as a part of the cooperative water conservations program during the 2021-2022 term. The City, which operates Lake Elsinore,

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and the District are Municipal Separate Storm Sewer System (MS4) permittees under the Santa Ana Regional Board's jurisdiction. The Feasibility Study will assess ecosystem restoration options that may benefit the District and the City's compliance with the Lake Elsinore and Canyon Lake Total Maximum Daily Load (TMDL) obligations within the MS4 Permit.

County Counsel has approved the Agreement as to legal form. EVMWD and the City are concurrently executing the Agreement.

Environmental Findings

The Agreement is statutorily exempt from CEQA pursuant to the State CEQA Guidelines Section 15262 (Feasibility and Planning Studies), which exempts "A project involving only feasibility or planning studies for possible future actions which the agency, board, or commission has not approved, adopted, or funded and does not require the preparation of an EIR or Negative Declaration but does require consideration of environmental factors. This section does not apply to the adoption of a plan that will have a legally binding effect on later activities." The future Feasibility Study, which is the purpose of this cost sharing agreement, would be conducted to explore solutions to restore Lake Elsinore's aquatic ecosystem which will improve the water quality of Lake Elsinore. Accordingly, Section 15262 of the State CEQA Guidelines applies.

Additionally, the Agreement is exempt from CEQA Guidelines Section 15061(b)(3), which provides: "The activity is covered by the common-sense exemption that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA". The Agreement does not authorize the actual Feasibility Study for the project. This study, if it occurs at all, will be the result of subsequent actions subject to CEQA review by EVMWD or the City. This Agreement only authorizes the FCSA local cost share between the District, EVMWD and the City. Therefore, it can be seen with certainty that there is no possibility that the Agreement may have a significant effect on the environment.

Impact on Residents and Businesses

This project is funded by ad valorem property tax revenue and entails no new fees, taxes or bonded indebtedness to residents and businesses. Execution of the Agreement imposes no additional impacts to residents and businesses.

Additional Fiscal Information

The cost of this cooperative water conservation program for the feasibility study for the Lake Elsinore Aquatic Ecosystem Restoration Project is \$1,500,000. The Army Corps of Engineers is providing \$750,000. The remaining \$750,000.00 local cost share is as follows: the District has allocated \$250,000, EVMWD has allocated \$250,000, and the City has allocated \$250,000. Sufficient funds are included in the District's Fiscal Year 2021-2022 budget as appropriate.

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Funding Summary

District Contribution - Fiscal Year 2021-2022 (Year 1)	\$250,000
<hr/>	
Total District Contribution	\$250,000



SOURCE OF FUNDS: (Continued)

- 25130-947440-536200 Contribution to Non-County Agency – Zone 3

ATTACHMENTS:

1. Local Cost Share Funding Agreement
2. Vicinity Map

AK:blm
P8/238010

 _____ Jason Farin, Principal Management Analyst	5/18/2021	 _____ Gregory H. Priaplos, Director County Counsel	5/13/2021
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**COST SHARING AND COOPERATIVE AGREEMENT FOR AQUATIC
ECOSYSTEM RESTORATION PROJECT**

This Agreement to Share Costs for Aquatic Ecosystem Restoration Project Feasibility Study ("Agreement") is made as of _____, 2021, by and between the Elsinore Valley Municipal Water District, a municipal water district ("EVMWD"), the Riverside County Flood Control and Water Conservation District, a body politic ("District"), and the City of Lake Elsinore, a municipal corporation ("City"). EVMWD, District, and City are hereinafter collectively referred to as the "Parties" or individually as a "Party."

RECITALS

WHEREAS, EVMWD and the Army Corps of Engineers have entered or will enter into a project partnership agreement ("PPA") for an Aquatic Ecosystem Restoration Project ("Project") benefitting Lake Elsinore in which EVMWD will serve as the identified Non-Federal Sponsor;

WHEREAS, as among the Parties, EVMWD will act as lead agency in regards to the PPA and this Agreement;

WHEREAS, the PPA requires local cost-sharing for the construction costs and potentially other costs of the Project between the United States Army Corps of Engineers and the Non-Federal Sponsor;

WHEREAS, Section 103 of the Water Resources Development Act of 1986, Public Law 99-662, as amended (33 U.S.C. 2213) ("WRDA"), specifies the local cost-sharing requirements applicable to the PPA;

WHEREAS, EVMWD, the District, the City, and their constituencies will each benefit from the Project;

WHEREAS, the Parties desire to enter into this Agreement to equally share the local costs required of the Non-Federal Sponsor of the Project to conduct a feasibility study to determine the benefits and improvements for the Project ("Feasibility Study"), as described in WRDA, the PPA and accompanying Project documents; and

WHEREAS, by this Agreement the Parties wish to define how such local cost share will be accounted for and what types of contributions ("Local Cost Share") by each of the Parties will qualify toward the satisfaction of the Local Cost Share requirement of the Feasibility Study; and

WHEN DOCUMENT IS FULLY EXECUTED RETURN
CLERK'S COPY
to Riverside County Clerk of the Board, Stop 1010
Post Office Box 1147, Riverside, Ca 92502-1147
Thank you.

MAY 25 2021 11:3

WHEREAS, the Parties may desire to share the Local Cost Share for the construction of Project upon completion of the Feasibility Study and a successful determination of the benefits of the Project via a separate agreement.

AGREEMENT

NOW THEREFORE, in consideration of the recitals and mutual covenants, promises, and conditions set forth in this Agreement, and for other good, valuable, and adequate consideration, the Parties hereto agree as follows:

1. Purpose. The purpose of this Agreement is to identify the Parties' individual and collective responsibilities and cost-sharing obligations with respect to the Project.
2. Incorporation of Recitals. The Recitals set forth above are incorporated herein and made an operative part of this Agreement.
3. Term. The term of this Agreement shall commence upon its full execution by all Parties and shall end at the later of the termination of the Feasibility Study or whenever all payments or other contributions toward the Local Cost Share have been made by all Parties, unless the Agreement is otherwise terminated pursuant to Paragraph 13.b.
4. Party Responsibilities.
 - a. Party Lead: EVMWD is hereby designated lead agency for this Agreement and the PPA.
 - b. Responsibilities of All Parties: The Parties agree to participate in the cost-sharing component payable by the Non-Federal Sponsor for the Feasibility Study pursuant to WRDA and the PPA. Each Party agrees to be timely and responsive in this joint effort. The Parties agree to try to reach consensus on decisions related to this Agreement whenever possible, and to elevate any issues that cannot be resolved by staff to their superiors and boards, as needed, for resolution. The Parties further agree to comply with the requirements of WRDA and PPA with respect to their activities related to this Agreement and the Project.
5. Payment.
 - a. Cost Sharing: The Parties hereby agree to make equal contributions toward the Local Cost Share of Feasibility Study costs assigned to the Non-Federal Sponsor as described in the PPA and WRDA. The Parties agree that, per WRDA and the PPA, the following types of contribution are likely to be eligible for each Party's Local Cost Share contribution:
 - Direct, monetary financial contributions.

- Contributions of a Party's real property interests, specifically easements, rights-of-way, and dredged material disposal areas required for the Feasibility Study and performance of all necessary relocations may ordinarily be included in the Party's Local Cost Share, subject to any further requirements of WRDA and the PPA. The general parameters for valuation of contributed real property interests are described in the PPA and in the attached Exhibit B.
- Providing "in-kind contributions," meaning a Party's contribution of those materials or services that are identified as being integral to the Project by the Division Engineer for the Los Angeles Division of the Army Corps of Engineers subject to any further requirements of WRDA and the PPA. The material or service must be part of the work that the Federal Government would otherwise have undertaken for the Feasibility Study. In-kind contributions may also include any investigations performed by any Party to identify the existence and extent of any hazardous substances that may exist in, on, or under real property interests required for the Project. The Party proposing to use in-kind contributions is responsible for obtaining all applicable licenses and permits necessary for such work.

The Parties further agree that if any contributions toward the Local Cost Share made by any Party are deemed ineligible to satisfy WRDA or PPA requirements by the Army Corps of Engineers or other agency with authority over the Project, the contributing Party shall be responsible for making alternative contributions to meet its portion of the Local Cost Share under this Agreement.

- b. Share of Expenses: Exhibit "A" attached to this Agreement and labeled "Share of Expenses" describes in greater detail the overall budgeted value of the Project, the estimated amount of total Local Cost Share required by WRDA and the PPA for the Project, and the anticipated form of contribution by each Party to its proportionate responsibility of Local Cost Share, whether in the form of monetary contribution or other asset contribution, referenced in Section 5.a, agreed to by the Parties and, if necessary, the Army Corps of Engineers.
- c. Exceedances of Estimated Total Local Cost Share: The total portion of Local Cost Share incurred by each Party shall not exceed those detailed in Exhibit A (Share of Expenses) without the prior written approval of each Party. Each Party shall be responsible for its equal share of the Local Cost Share, as detailed in Exhibit A.

- d. Timing: To ensure the prompt progress of the Project, the Parties hereby agree to timely contribute their respective portions of the Local Cost Share. Monetary contributions for the Local Cost Share shall be made payable to EVMWD and paid within thirty (30) business days of EVMWD's submission of an invoice and receipt to the Party.
 - e. Maintenance of Records: All Parties shall maintain complete and accurate records with respect to all costs, contributions and expenses incurred under this Agreement and maintain such records for possible audit for a minimum of three (3) years after final payment. All such records shall be clearly identifiable. Each Party shall allow a representative of the other Parties during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement.
6. Compliance With Project Agreement. Performance of this Agreement, and the activities of the Parties, shall be subject to the rights and obligations set forth in the Agreement, in WRDA and in the PPA.
 7. Relationship of Parties: Each Party shall act in independent capacities in the performance of their respective rights and obligations under this Agreement, and none is to be considered the officer, agent, or employee of any other Party.
 8. Indemnification.
 - a. EVMWD or City shall indemnify, defend and hold harmless the Riverside County Flood Control and Water Conservation District, County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as "Indemnitees") from any liability whatsoever, based or asserted upon any acts, omissions or services of EVMWD or City, their officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature. EVMWD or City shall defend the Indemnitees at its sole expense, including all costs and fees (including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards) in any claim or action based upon such alleged acts or omissions.

- b. With respect to any action or claim subject to indemnification herein by EVMWD or City, EVMWD or City shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of District and the County of Riverside; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes EVMWD or City's indemnification to Indemnitees as set forth herein.
 - c. EVMWD or City's obligation hereunder shall be satisfied when EVMWD or City has provided to District and the County of Riverside the appropriate form of dismissal relieving District and the County of Riverside from any liability for the action or claim involved.
 - d. The specified insurance limits required in this Agreement shall in no way limit or circumscribe EVMWD or City's obligations to indemnify and hold harmless the Indemnitees herein from third party claims.
 - e. In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve EVMWD or City from indemnifying the Indemnitees to the fullest extent allowed by law.
9. Compliance with Legal and Regulatory Requirements. In carrying out its respective activities, each Party shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and regulations in any manner affecting the performance of its obligations under this Agreement. Each Party shall be liable to the other Party for all violations of such laws and regulations in connection with the respective activities.
10. Waiver and Consent. No term or provision hereof shall be deemed waived and no breach of any term or provision hereof shall be deemed consented to, unless such waiver or consent shall be in writing and signed by the Party alleged to have so waived or consented. No waiver by any Party of any term or provision hereof, whether express or implied, shall constitute a waiver by the Party of any other term or provision hereof. No consent by any Party to a breach of any term of provision hereof, whether express or implied, shall constitute a consent by that Party to a breach of any other different or subsequent breach of any term or provision hereof. Failure on the part of any Party to require from any other Party exact, full and complete compliance with any of the provisions of this Agreement

shall not be construed as in any manner changing the terms hereof or estopping any Party from enforcing this Agreement.

11. Jurisdiction and Venue. In all matters concerning the validity, interpretation, performance, or effect of this Agreement, the laws of the State of California shall govern and be applicable. The Parties hereby agree and consent to the exclusive jurisdiction of the courts of the State of California and that venue of any action brought hereunder shall be in Riverside County, California, and the Parties hereto waive all provisions of law providing for a change of venue in such proceedings to any other county.
12. Disputes. The Parties agree to mediate any dispute prior to filing suit or prosecuting suit against the other Parties related to the Agreement. The requirements of Paragraph 13.b, below, shall also be satisfied prior to filing any suit. In the event suit is brought upon this Agreement to enforce its terms, each Party shall be responsible for its own attorneys' fees and costs.
13. Term and Termination.
 - a. Term: The term of this Agreement shall commence as described in Paragraph 3, above. This Agreement shall remain in effect during the term unless earlier terminated under the procedures outlined in Notice and Opportunity to Cure described in Paragraph 13.b.
 - b. Notice and Opportunity to Cure: If any Party to this Agreement believes that another Party has failed to perform any obligation of that Party in accordance with the terms of this Agreement ("Default"), the Party alleging the Default shall provide written notice ("Default Notice") to the other Party, setting forth the nature of the alleged Default. Unless otherwise provided by a specific term of this Agreement, the Party claimed to be in Default shall have thirty (30) days from the receipt of the Default Notice to (i) completely cure such Default or, (ii) if such Default cannot reasonably be cured within such thirty (30) day period, to commence the cure of such Default within the thirty (30) day period and diligently prosecute the cure to completion thereafter. If the Party claimed to be in Default does not cure such Default within the time proscribed and according to the procedures as set forth herein, the Party alleging Default may then terminate this Agreement and/or seek any applicable legal or equitable remedies.
14. No Third Party Rights or Obligations. This Agreement is made and entered into for the sole protection and benefit of the Parties hereto. No other person or entity shall have any

right of action based upon the provisions of this Agreement. Nothing in the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not parties to this Agreement.

15. No Assignment or Delegation. No Party shall assign this Agreement without the written consent of the other party. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect.
16. Advice of Counsel. Each Party acknowledges it has consulted with and been advised by its respective attorneys concerning the terms of this Agreement, or that it knowingly declined to consult with or seek the advice of an attorney, and that it has executed this Agreement after independent investigation.
17. Final Agreement. This Agreement is intended by the Parties hereto as a final expression of their understanding with respect to the subject matter hereof and as a complete and exclusive statement of the terms and conditions thereof and supersedes any and all prior and contemporaneous agreements and understandings, oral or written, in connection therewith. This Agreement may be changed or modified only upon the written consent of the Parties hereto.
18. Warranty of Authority to Execute Agreement. Each person executing this Agreement on behalf of any Party hereto hereby warrants that he or she has the authority to so execute this Agreement in that capacity, that no other approval or consent other than that of the person executing this Agreement is necessary for the due and legal execution of this Agreement and that the Party on whose behalf the Agreement is signed, including that Party's agents, officers and employees, is legally bound thereby as of the date the Agreement is executed.
19. Notices. Written notices to be given to either Party must be given by personal delivery or by registered or certified mail addressed and delivered as set forth below.

Elsinore Valley Municipal Water District
31315 Chaney Street
Lake City, CA 92530
951.674.3146
Attn: General Manager

Riverside County Flood Control and Water Conservation District
1995 Market Street
Riverside, CA 92501
951.955.1250
Attn: General Manager-Chief Engineer

City of Lake Elsinore
130 South Main Street
Lake Elsinore, CA 92530
Attn: City Manager

- 20. Invalidity and Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

- 21. Counterparts and Electronic Signature. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. Each Party of this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the Party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

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IN WITNESS WHEREOF, each of the Parties have caused this Agreement to be executed by its respective duly authorized officers.

ELSINORE VALLEY MUNICIPAL WATER DISTRICT

By: _____

Title: _____

05/04/21
AK:blm

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

RECOMMENDED FOR APPROVAL:

By *J Uhley*
JASON E. UHLEY
General Manager-Chief Engineer

By *Karen S. Spiegel*
KAREN SPIEGEL, Chair
Riverside County Flood Control and Water
Conservation District Board of Supervisors

APPROVED AS TO FORM:

GREGORY P. PRIAMOS
County Counsel

ATTEST:

KECIA HARPER
Clerk of the Board

By *Sarah K Moore* 5/5/21
SARAH MOORE
Deputy County Counsel

By *Wendy Raso*
Deputy

(SEAL)

05/04/21
AK:blm

CITY OF LAKE ELSINORE

By: _____

Title: _____

05/04/21
AK:blm

**EXHIBIT A –
Share of Expenses**

1. **Feasibility Study Local Cost Share:** Each Party shall be responsible for its equal share of costs in regard to the Feasibility Study of the Project. These costs include, but are not limited to, the costs associated with the Project Management Plan, the Feasibility Cost Share Agreement, and the Feasibility Study.

Table A-1: Feasibility Study Local Cost Share Breakdown

Party	Party's Approximate Share of Responsibility (%)	Estimated Cost (\$)
Elsinore Valley Municipal Water District	16.66%	\$250,000
Flood Control District of Riverside	16.66%	\$250,000
City of Lake Elsinore	16.66%	\$250,000
Army Corp of Engineers	50%	\$750,000
	Approximate Total:	\$1,500,000

EXHIBIT B

VALUATION OF REAL PROPERTY INTERESTS TO MEET LOCAL COST SHARE

Per the PPA, no later than 6 months after EVMWD, the Non-Federal Sponsor ("NFS"), provides the United States Army Corps of Engineers ("Government") with authorization for entry on the real property, the NFS will provide documents to the Government sufficient to determine the amount of credit to be provided. As such, they must follow the below procedure.

- The NFS must obtain an appraisal of the fair market value of the property by a qualified appraiser accepted by the Parties.
- The date of valuation of the real property is the date the NFS provides the Government with authorization for entry onto the property.
- The NFS must submit this appraisal no later than 60 days after granting the Government entry or concludes acquisition of the interest.
- If the NFS doesn't provide an appraisal, the Government will do it.
- The Government will credit the NFS the appraised amount approved by the Government.
- The Government can waive the required appraisal if the NFS determines the property proposed for acquisition is \$10k or less or the property is donated to the NFS and the NFS was released in writing from its obligation to appraise the property by the previous owner.
- The Government will include in construction costs and credit towards NFS share of costs any incidental costs (i.e. closing/title costs, appraisal costs, survey costs, etc.) in acquiring any real property interests