

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



ITEM: 11.5
(ID # 16879)

MEETING DATE:

Tuesday, August 17, 2021

FROM : FLOOD CONTROL DISTRICT:

SUBJECT: FLOOD CONTROL DISTRICT: Approval of the Agreement by and Between the Department of the Army and the Riverside County Flood Control and Water Conservation District for the Murrieta Creek Flood Control, Environmental Restoration and Recreation Project General Reevaluation Report for Murrieta Creek (Project No. 7-0-00021) and Authorization of the Chair to Execute the Agreement on Behalf of the Riverside County Flood Control and Water Conservation District, Approval of Certification Regarding Lobbying and Certificate of Authority, Nothing Further is Required Under CEQA, District 3. [\$1,500,000 Total Cost – District Zone 7 Funding 100%]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Find that nothing further is required for the Agreement under the California Environmental Quality Act (CEQA) because all potentially significant effects have been adequately analyzed for the project in an earlier certified Environmental Impact Study (EIS)/Environmental Impact Report (EIR) (SCH#2000071051), certified Supplemental EIS/EIRs, and approved Notice of Determination;
2. Approve the Agreement by and between the Department of the Army ("Corps") and the Riverside County Flood Control and Water Conservation District ("District") for the Murrieta Creek Flood Control, Environmental Restoration and Recreation Project General Reevaluation Report for Murrieta Creek (Project No. 7-0-00021), and authorize the Chair of the District's Board of Supervisors (Board) to execute the Agreement on behalf of the District;

ACTION:Policy

A handwritten signature in blue ink, appearing to read "J. Uhley".

Jason Uhley, GENERAL MGR-CHF FLD CNTRL ENG

8/5/2021

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Hewitt, seconded by Supervisor Jeffries 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: August 17, 2021
xc: Flood

Kecia R. Harper
Clerk of the Board

By: Deputy

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RECOMMENDED MOTION: That the Board of Supervisors:

3. Approve the Certification Regarding Lobbying ("Certification"), and authorize the Chair of the Board to sign the Certification on behalf of the District;
4. Approve the Certificate of Authority ("Certificate"), and authorize County Counsel to sign the Certificate on behalf of the District; and
5. Direct the Clerk of the Board to return 4 (four) executed originals of the documents described herein to the District.

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FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 25,000	\$ 825,000	\$ 1,500,000	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: Zone 7 Funds 100% (See Additional Fiscal Information)			Budget Adjustment: No	
			For Fiscal Year: 21/22-23/24	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

This Agreement is necessary for the Corps to conduct a General Reevaluation Report ("GRR") study that is needed to reanalyze and reformulate the Project to identify potential cost savings and exclude portions of the Project that provide limited benefits. It is anticipated that the shared study costs for the GRR study will be three million dollars (\$3,000,000); the Corps and the District will each contribute funds for 50 percent of these costs. Under the Agreement, the District's required contribution is estimated to be One Million Five Hundred Thousand Dollars (\$1,500,000).

During a two-week period beginning January 5, 1993, over ten inches of rain fell on western Riverside County, resulting in flooding that caused seven deaths and more than \$10 million in public property damage in Riverside County alone. Murrieta Creek overflowed its banks and flooded Old Town Temecula at depths up to five feet. Downstream, the flooding also caused approximately \$80 million in damages to the Camp Pendleton Marine Base in San Diego County.

The Murrieta Creek Flood Control, Environmental Restoration and Recreation Project ("Project"), Project No. 7-0-00021, is a federally-authorized multi-purpose flood risk management, ecosystem restoration and recreation project that will provide flood protection to portions of the cities of Murrieta and Temecula along Murrieta Creek. The Project is divided into the following phases:

1. Phase I - Channel improvements from Old Town Front Street/Highway 79 south junction upstream to 1,000 feet downstream of First Street in the city of Temecula;
2. Phase IIa - Channel improvements from 1,000 feet downstream of First Street to 500 feet downstream of Rancho California Road;
3. Phase IIb - Channel improvements from 500 feet downstream of Rancho California Road to Winchester Road;
4. Phase III - A detention basin/environmental restoration/sports park between Winchester Road and Elm Street; and
5. Phase IV - Channel improvements from Elm Street upstream to Vineyard Parkway in the City of Murrieta.

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On February 6, 2001 (Minute Order No. 9.7), the Board of Supervisors for the District (Board) authorized the District's General Manager-Chief Engineer to execute a Design Agreement between the Corps and the District. The Design Agreement set forth the terms and conditions by which the Corps would complete the necessary technical studies and detailed design for the construction of the Project. The Board subsequently approved the Project Cooperation Agreement between the Corps and the District on September 9, 2003 (Minute Order No. 11-4). The Project Cooperation Agreement set forth the terms and conditions by which the Corps would construct the Project or portions thereof. Under the Project Cooperation Agreement, the cost for construction of the Project's phases are shared by the Corps (65%) and the District (35%). Additionally, funding to cover the District's share of the construction costs for the Project comes from a combination of Zone 7 ad valorem revenues, applicable Area Drainage Plan revenues, funds allocated to the Project by the Cities of Murrieta and Temecula, and possible State grants. To date, Phases I and IIa of the Project have been substantively completed. The Corps and the District are currently reviewing options to update the remaining portions of the Project to optimize benefits and reduce costs.

This Agreement is necessary for the Corps to conduct a General Reevaluation Report ("GRR") study that is needed to reanalyze and reformulate the Project to identify potential cost savings and exclude portions of the Project that provide limited benefits. It is anticipated that the shared study costs for the GRR study will be three million dollars (\$3,000,000); the Corps and the District will each contribute funds for 50 percent of these costs. Under the Agreement, the District's required contribution is estimated to be One Million Five Hundred Thousand Dollars (\$1,500,000).

County Counsel has approved the Agreement as to legal form.

Prev. Agn. Ref.: 9.7 of 02/06/01
11.5 of 01/28/03
11.4 of 09/09/03
11-5 of 08/05/14
11.2 of 04/21/20

Environmental Findings

Pursuant to CEQA, an EIR/EIS was prepared by the Corps 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. Additionally, the Board approved a Notice of Determination (NOD) on April 21, 2020 (Agenda Item No. 11.2), which determined that Funding Agreements

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for the proposed project would not require additional CEQA documentation. Approval and execution of this Agreement for the Murrieta Creek Flood Control, Environmental Restoration and Recreation Project General Reevaluation Report 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 District's financial contribution toward the study will be funded by ad valorem property tax revenue and entails no new fees, taxes, or bonded indebtedness to residents and businesses. The study will determine an updated Project scope and economic analysis necessary for future federal funding. The proposed remaining benefits of the Project include: (i) the creation of a multi-purpose detention basin that contains flood risk management, ecosystem restoration, and recreation features and (ii) the extension of the channel improvements that include an additional four miles of continuous habitat corridor.

Additional Fiscal Information

Under the Agreement, the District is required to provide 50 percent of the shared study costs; the District's contribution for the study is anticipated to be One Million Five Hundred Thousand Dollars (\$1,500,000). Sufficient funding is available in the District's Zone 7 budget for FY 2021-2022 and will be included in the proposed budget in future years as appropriate and necessary.

Funding Summary

\$ 25,000	Fiscal Year 2021-2022
\$ 825,000	Fiscal Year 2022-2023
\$ 650,000	Fiscal Year 2023-2024
<hr/>	
\$ 1,500,000	Maximum District Contribution

SOURCE OF FUNDS: (Continued)

1. 25170-947520-536200 Contribution to Non-County Agency – Zone 7

ATTACHMENTS:

1. Vicinity Map
2. Agreement
3. Certificate of Authority
4. Certification Regarding Lobbying

RMI:blm
P8/239291

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Jason Farin, Principal Management Analyst

8/10/2021



Gregory L. Priaplos, Director County Counsel

8/5/2021

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.

AGREEMENT
BETWEEN
THE DEPARTMENT OF THE ARMY
AND
RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION
DISTRICT
FOR THE
MURRIETA CREEK FLOOD CONTROL, ENVIRONMENTAL RESTORATION
AND RECREATION PROJECT GENERAL REEVALUATION REPORT

THIS AGREEMENT ("Agreement") is entered into this 24th day of August, 2021 by and between the Department of the Army (hereinafter the "Government"), represented by the District Commander for the Los Angeles District (hereinafter the "District Commander"), and Riverside County Flood Control and Water Conservation District (hereinafter the "Non-Federal Sponsor"), represented by the Chair of the Board of Supervisors of Riverside County. Government and Non-Federal Sponsor are collectively referred to as "parties" and individually as "party".

RECITALS

WHEREAS, the Murrieta Creek Flood Control, Environmental Restoration, and Recreation Project ("Project") is a flood risk management, ecosystem restoration, and recreation project that will provide flood protection to portions of the cities of Murrieta and Temecula along Murrieta Creek. Phase I includes flood channel improvements from Old Town Front Street/Highway 79 south junction upstream to 1,000 feet downstream of First Street in the City of Temecula. Phase IIa includes flood channel improvements from 1,000 feet downstream on First Street to 500 feet downstream on Rancho California Road. Phase IIb includes channel improvements from 500 feet downstream from Rancho California Road to Winchester Road. Phase III includes a detention basin/environmental restoration/sports park between Winchester Road and Elm Street. Phase IV includes flood channel improvements from Elm Street upstream to Vineyard Parkway in the City of Murrieta;

WHEREAS, The construction authority for this project is Section 103 of the Energy and Water Development Appropriations Act, 2001, Appendix B of Public Law 106-377. The authorization to construct this project also includes the implicit authority for this further evaluation;

WHEREAS, Section 105(a) of the Water Resources Development Act of 1986, Public Law 99-662, as amended (33 U.S.C. 2215(a)), specifies the cost-sharing requirements; and

WHEREAS, the Government and the Non-Federal Sponsor have the full authority and capability to perform in accordance with the terms of this Agreement.

AUG 17 2021 11:5

NOW, THEREFORE, the parties agree as follows:

ARTICLE I - DEFINITIONS

A. The term "Study" means the activities and tasks required to identify and evaluate alternatives and the preparation of a decision document that, as appropriate, recommends a coordinated and implementable solution for flood control, ecosystem restoration, and recreation at Murrieta Creek within the cities of Murrieta and Temecula, California.

B. The term "Shared Study Costs" means all costs incurred by the Government and Non-Federal Sponsor after the effective date of this Agreement that are directly related to performance of the Study and cost shared in accordance with the terms of this Agreement. The term includes, but is not necessarily limited to, the Government's costs for the following: preparing the PMP; for plan formulation and evaluation, including costs for economic, engineering, real estate, and environmental analyses; for preparation of a floodplain management plan if undertaken as part of the Study; for preparing and processing the decision document; for supervision and administration; for Agency Technical Review and other review processes required by the Government; and for response to any required Independent External Peer Review; and the Non-Federal Sponsor's creditable costs for In-Kind Contributions, if any. The term does not include any costs for the following: dispute resolution; participation by the Government and Non-Federal Sponsor in the Study Coordination Team to discuss significant issues and actions; audits; an Independent External Peer Review panel, if required; or negotiating this Agreement.

C. The term "PMP" means the project management plan, and any modifications thereto, developed in consultation with the Non-Federal Sponsor, that specifies the scope, cost, and schedule for Study activities and tasks, including the Non-Federal Sponsor's In-Kind Contributions, and that guides the performance of the Study.

D. The term "In-Kind Contributions" means those planning activities (including data collection and other services) that are integral to the Study and would otherwise have been undertaken by the Government for the Study and that are identified in the PMP and performed or provided by the Non-Federal Sponsor after the effective date of this Agreement and in accordance with the PMP.

E. The term "Maximum Federal Study Cost" means the \$1,500,000 Federal cost limit for the Study, unless the Government has approved a higher amount.

F. The term "Fiscal Year" means one year beginning on October 1st and ending on September 30th of the following year.

ARTICLE II - OBLIGATIONS OF THE PARTIES

A. In accordance with Federal laws, regulations, and policies, the Government shall conduct the Study using funds appropriated by the Congress and funds provided by the Non-Federal Sponsor. In carrying out its obligations under this Agreement, the Non-Federal Sponsor shall comply with all the requirements of applicable Federal laws and implementing regulations.

B. The Non-Federal Sponsor shall contribute 50 percent of the Shared Study Costs in accordance with the provisions of this paragraph and provide required funds in accordance with Article III.

1. No later than 15 calendar days after the effective date of this Agreement, the Non-Federal Sponsor shall provide funds in the amount of \$25,000, for the Government to initiate the Study, including preparation of the PMP.
2. In the event more funds are needed to develop the PMP, the Government shall provide the Non-Federal Sponsor with a written estimate of the amount of funds required from the Non-Federal Sponsor, and no later than 15 calendar days after such notification, the Non-Federal Sponsor shall provide the full amount of such funds to the Government.
3. As soon as practicable after completion of the PMP, and after considering the estimated amount of credit for In-Kind Contributions, if any, that will be afforded in accordance with paragraph C. of this Article, the Government shall provide the Non-Federal Sponsor with a written estimate of the amount of funds required from the Non-Federal Sponsor to meet its share of Shared Study Costs for the remainder of the initial Fiscal Year of the Study. No later than 15 calendar days after such notification, the Non-Federal Sponsor shall provide the full amount of such funds to the Government.
4. No later than August 1st prior to each subsequent Fiscal Year of the Study, the Government shall provide the Non-Federal Sponsor with a written estimate of the amount of funds required from the Non-Federal Sponsor during that Fiscal Year to meet its cost share. No later than September 1st prior to the subsequent Fiscal Year, the Non-Federal Sponsor shall provide the full amount of such required funds to the Government.

C. The Government shall include in Shared Study Costs and credit towards the Non-Federal Sponsor's share, the costs, documented to the satisfaction of the Government, that the Non-Federal Sponsor incurs in providing or performing In-Kind Contributions, including associated supervision and administration. Such In-Kind Contributions shall be subject to audit in accordance with Article VI to determine reasonableness, allocability, and allowability. Crediting shall be in accordance with the following procedures, requirements, and limitations:

1. As In-Kind Contributions are completed and no later than 60 calendar days after such completion, the Non-Federal Sponsor shall provide the

Government appropriate documentation, including invoices and certification of specific payments to contractors, suppliers, and the Non-Federal Sponsor's employees. Failure to provide such documentation in a timely manner may result in denial of credit. The amount of credit afforded for In-Kind Contributions shall not exceed the Non-Federal Sponsor's share of Shared Study Costs less the amount of funds provided pursuant to paragraph B.1. of this Article.

2. No credit shall be afforded for the following: interest charges, or any adjustment to reflect changes in price levels between the time that the In-Kind Contributions are completed and the time that the credit is afforded; the value of In-Kind Contributions obtained at no cost to the Non-Federal Sponsor; any items provided or performed prior to completion of the PMP; or costs that exceed the Government's estimate of the cost for such item if it had been performed by the Government.

D. To the extent practicable and in accordance with Federal laws, regulations, and policies, the Government shall afford the Non-Federal Sponsor the opportunity to review and comment on solicitations for contracts prior to the Government's issuance of such solicitations; proposed contract modifications, including change orders; and contract claims prior to resolution thereof. Ultimately, the contents of solicitations, award of contracts, execution of contract modifications, and resolution of contract claims shall be exclusively within the control of the Government.

E. The Non-Federal Sponsor shall not use Federal Program Funds to meet any of its obligations under this Agreement unless the Federal agency providing the funds verifies in writing that the funds are authorized to be used for the Study. "Federal Program Funds" are those funds provided by a Federal agency, plus any non-Federal contribution required as a matching share therefor.

F. Except as provided in paragraph C. of this Article, the Non-Federal Sponsor shall not be entitled to any credit or reimbursement for costs it incurs in performing its responsibilities under this Agreement.

G. If Independent External Peer Review ("IEPR") is required for the Study, the Government shall conduct such review in accordance with Federal laws, regulations, and policies. The Government's costs for an IEPR panel shall not be included in Shared Study Costs or the Maximum Federal Study Cost.

H. In addition to the ongoing, regular discussions of the parties in the delivery of the Study, the Government and the Non-Federal Sponsor may establish a study coordination team to discuss significant issues or actions related to the Study ("Study Coordination Team"). The Government's costs for participation on the Study Coordination Team shall not be included in Shared Study Costs, but shall be included in calculating the Maximum Federal Study Cost. The Non-Federal Sponsor's costs for participation on the

Study Coordination Team shall not be included in Shared Study Costs and shall be paid solely by the Non-Federal Sponsor without reimbursement or credit by the Government.

ARTICLE III - PAYMENT OF FUNDS

A. As of the effective date of this Agreement, Shared Study Costs are projected to be \$3,000,000, with the Government's share of such costs projected to be \$1,500,000 and the Non-Federal Sponsor's share of such costs projected to be \$1,500,000. These amounts are estimates only that are 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 for the Shared Study Costs.

B. The Government shall provide the Non-Federal Sponsor with monthly reports setting forth the estimated Shared Study Costs and the Government's and Non-Federal Sponsor's estimated shares of such costs; costs incurred by the Government, using both Federal and Non-Federal Sponsor funds, to date; the amount of funds provided by the Non-Federal Sponsor to date; the estimated amount of any creditable In-Kind Contributions; and the estimated remaining cost of the Study.

- C. The Non-Federal Sponsor shall provide to the Government required funds by:
1. Delivering a check payable to "FAO, USAED, Los Angeles District (L1)" to the District Commander, or
 2. Verifying to the satisfaction of the Government that the Non-Federal Sponsor has deposited such required funds in an escrow or other account acceptable to the Government, with interest accruing to the Non-Federal Sponsor, or
 3. Providing an Electronic Funds Transfer of such required funds in accordance with procedures established by the Government.

D. The Government shall draw from the funds provided by the Non-Federal Sponsor to cover the non-Federal share of Shared Study Costs as those costs are incurred. If the Government determines at any time that additional funds are needed from the Non-Federal Sponsor to cover the Non-Federal Sponsor's required share of Shared Study Costs, the Government shall provide the Non-Federal Sponsor with written notice of the amount of additional funds required. Within 60 calendar days of such notice, the Non-Federal Sponsor shall provide the Government with the full amount of such additional funds in accordance with the payment methods described in paragraph C. of this Article.

E. Upon completion of the Study and resolution of all relevant claims and appeals, the Government shall conduct a final accounting and furnish the Non-Federal Sponsor with the written results of such final accounting. Should the final accounting reveal that additional funds are required from the Non-Federal Sponsor, the Non-Federal Sponsor, within 60 calendar days of written notice from the Government, shall provide the Government with the full amount of such additional funds in accordance with the payment methods described in paragraph C. of this Article. Should the final accounting reveal that

the Non-Federal Sponsor has provided funds in excess of its required amount, the Government shall refund such excess amount, subject to the availability of funds. Such final accounting does not limit the Non-Federal Sponsor's responsibility to pay its share of Shared Study Costs, including contract claims or any other liability that may become known after the final accounting.

ARTICLE IV - TERMINATION OR SUSPENSION

A. Upon 30 calendar days written notice to the other party, either party may elect at any time, without penalty, to suspend or terminate future performance of the Study and Agreement. Furthermore, unless an extension is approved by the Assistant Secretary of the Army (Civil Works), the Study may be terminated if a Report of the Chief of Engineers, or, if applicable, a Report of the Director of Civil Works, is not signed for the Study within 3 years after the effective date of this Agreement.

B. In the event of termination, the parties shall conclude their activities relating to the Study. To provide for this eventuality, the Government may reserve a percentage of available funds as a contingency to pay the costs of termination, including any costs of resolution of contract claims, and resolution of contract modifications.

C. Any suspension or termination shall not relieve the parties of liability for any obligation to Study costs, which were already incurred. Any delinquent payment owed by the Non-Federal Sponsor pursuant to this Agreement 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 V - DISPUTE RESOLUTION

As a condition precedent to a party bringing any suit for breach of this Agreement, the party wanting to bring suit for breach 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 the parties. Each party shall pay an equal share 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 VI - MAINTENANCE OF RECORDS AND AUDIT

A. The parties shall develop procedures for the maintenance by the Non-Federal Sponsor of books, records, documents, or other evidence pertaining to costs and expenses for a minimum of three years after the final accounting. The Non-Federal Sponsor shall assure that such materials are reasonably available for examination, audit, or reproduction by the Government.

B. The Government may conduct, or arrange for the conduct of, audits of the Study. Government audits shall be conducted in accordance with applicable Government cost principles and regulations. The Government's costs of audits for the Study shall not be included in Shared Study Costs, but shall be included in calculating the Maximum Federal Study Cost.

C. To the extent permitted under applicable Federal laws and regulations, the Government shall allow the Non-Federal Sponsor to inspect books, records, documents, or other evidence pertaining to costs and expenses maintained by the Government, or at the request of the Non-Federal Sponsor, provide to the Non-Federal Sponsor or independent auditors any such information necessary to enable an audit of the Non-Federal Sponsor's activities under this Agreement. The costs of non-Federal audits shall be paid solely by the Non-Federal Sponsor without reimbursement or credit by the Government.

ARTICLE VII - RELATIONSHIP OF PARTIES

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. Neither party shall provide, without the consent of the other party, any contractor with a release that waives or purports to waive any rights a party may have to seek relief or redress against that contractor.

ARTICLE VIII - 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 provided in writing and delivered personally or mailed by certified mail, with return receipt, as follows:

Non-Federal Sponsor:

General Manager-Chief Engineer
1995 Market Street
Riverside, CA 92501

Government:

District Commander
U.S. Army Corps of Engineers, Los Angeles District
915 Wilshire Blvd.
Los Angeles, CA 90017

B. A party may change the recipient or address for such communications by giving written notice to the other party in the same manner provided in this Article.

ARTICLE IX - 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 X - THIRD PARTY RIGHTS, BENEFITS, OR LIABILITIES

Nothing in this Agreement is intended, nor may be construed, to create any rights, confer any benefits, or relieve any liability, of any kind whatsoever in any third person not a party to this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, which shall become effective upon the date it is signed by the District Commander.

DEPARTMENT OF THE ARMY

RIVERSIDE COUNTY FLOOD
CONTROL AND WATER
CONSERVATION DISTRICT

BY: *Julie A. Balten*
JULIE A. BALTEN
Colonel, US Army
District Commander

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

DATE: *24 Aug 2021*

DATE: *AUG 17 2021*

ATTEST:
KECIA R. HARPER, Clerk
By *[Signature]*
DEPUTY

RECOMMENDED FOR APPROVAL

BY: *Jason E. Uhley*
JASON E. UHLEY
General Manager-Chief Engineer
Riverside County Flood Control &
Water Conservation District

DATE: *8/31/2021*

FORM APPROVED COUNTY COUNSEL
BY *Sarah K. Moore* *8/6/21*
SARAH K. MOORE DATE

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.

Karen S. Spiegel

KAREN SPIEGEL

Chair, Riverside County Flood Control and Water Conservation District Board of Supervisors

DATE: AUG 17 2021

ATTEST:

KECIA R. HARPER, Clerk

By *[Signature]*

DEPUTY

CERTIFICATE OF AUTHORITY

I, Gregory P. Priamos, do hereby certify that I am the principal legal officer for 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 General Reevaluation Report, 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 Public Law 91-611, as amended (42 U.S.C. 1962d-5b), and that the person who executed this Agreement on behalf of the Riverside County Flood Control and Water Conservation District acted within her statutory authority.

IN WITNESS WHEREOF, I have made and executed this certification this
10th day of August 2021.



GREGORY P. PRIAMOS

County Counsel

Riverside County Flood Control and Water Conservation District