

LOWER CACHE CREEK, YOLO COUNTY,
WOODLAND AREA, CALIFORNIA
GENERAL INVESTIGATION FEASIBILITY
STUDY
(FCSA & LFCSA)

Presentation Documents for Review

By CVFPB

CVFPB Meeting February 25, 2011

Agenda Item 9A

RESOLUTION # 10-39

These documents have been reviewed by
DWR legal staff in February 2011

Michael C. Wright, PE
Project Manager
USACE / CVFPB Studies Section

**Meeting of the Central Valley Flood Protection Board
February 25, 2011**

Staff Report

**Local Feasibility Cost Sharing Agreement and Feasibility Cost Sharing Agreement
for the
Lower Cache Creek, Yolo County, Woodland Area, California General
Investigation Feasibility Study**

The Lower Cache Creek, Yolo County, Woodland Area, California General Investigation Feasibility Study (LCC Feasibility Study) was first brought before the Central Valley Flood Protection Board (Board) (formerly the Reclamation Board) in December 1999. At that meeting the Board approved Resolution 99-22 for the Local Feasibility Cost Sharing Agreement (LFCSA) and the Feasibility Cost Sharing Agreement (FCSA).

The LCC Feasibility Study continued until 2003 when the United States Army Corps of Engineers (USACE) and the non-federal sponsors released the “Draft Feasibility Report for Potential Flood Damage Reduction Project” for public review and comment. The National Economic Development (NED) Plan proposed by that report was rejected by the public and the LCC Feasibility Study was abandoned. In early 2010, 10 years from the execution date, the cost sharing agreements expired pursuant to the terms of the 2000 FCSA.

In 2009, due to outreach efforts undertaken locally to identify plans that might receive public support, both the USACE and the City of Woodland (Woodland) expressed their intent to seek funding to reformulate alternatives for a new LCC Feasibility Study.

1.0 - BOARD ACTION

Consider approval of Resolution No. 10-39 to:

- 1.1 Approve the Feasibility Cost Sharing Agreement among the United States Army Corps of Engineers, the State of California represented by the Central Valley Flood Protection Board and the City of Woodland for the Lower Cache Creek, Yolo County, Woodland Area, California General Investigation Feasibility Study in substantially the form attached hereto; and
- 1.2 Approve the Local Feasibility Cost Sharing Agreement between the State of California represented by the Central Valley Flood Protection Board and the City of Woodland for the Lower Cache Creek, Yolo County, Woodland Area, California General Investigation Feasibility Study in substantially the form attached hereto; and
- 1.3 Delegate to the Board President the authority to execute the Agreements in substantially the form attached hereto.

2.0 - SPONSORS

Federal: U.S. Army Corps of Engineers, Sacramento District
State: The Central Valley Flood Protection Board
Local: The City of Woodland

3.0 - LOCATION:

The Feasibility Study area is the Cache Creek Basin and includes Clear Lake which is the origin of the Cache Creek. Cache Creek flows generally southeast through the Capay Valley into the Cache Creek Settling Basin (CCSB) and then into the Yolo Bypass. The outfall of Cache Creek into the Yolo Bypass is the southeast corner of the Study area and is located approximately 15 miles northwest of Sacramento.

4.0 – DESCRIPTION:

The study will focus on flood damage reduction, ecosystem restoration, and recreation opportunities. Nonstructural flood risk reduction measures as well as structural flood risk reduction measures will be considered in the study. Nonstructural measures to be considered will include raising and flood proofing structures, relocating structures and implementing flood warning systems. Structural measures to be considered will include modifying, relocating, or building new levees and improving or adding drainage channels.

The primary communities in the study area include Woodland, Yolo, Madison, and Esparto. In accordance with the findings from the 1994 Reconnaissance Study by the USACE, the focal area for the Feasibility Study is the Lower Cache Creek.

5.0 – MAINTENANCE ENTITIES:

The Department of Water Resources (DWR)
Yolo County Flood Control and Water Conservation District (YCFCWCD)

DWR maintains the project levees
YCFCWCD maintains the right bank levee

6.0 - ELECTED REPRESENTATIVES:

Federal:

- House of Representatives – Walley Herger (District 2)
- Senate – Barbara Boxer and Dianne Feinstein

State:

- Senate—Lois Wolk (District 5)
- Assembly—Mariko Yamada (District 8)

7.0 AUTHORIZATIONS:

Federal: Flood Control Act of 1962.

State: California Water Code Section 8615.

8.0 STATUS:

The USACE completed a reconnaissance study in June 1994 titled "Westside Tributaries to Yolo Bypass." The October 1999 Project Study Plan was signed by the General Manager of the Board and the City of Woodland in October 1999.

The first Feasibility Study started on January 24, 2000 after the cost sharing agreements were executed. A draft was submitted for public review in March 2003. The public review process of the draft document resulted in voluminous public comments. Most of these comments were in opposition to the tentatively selected Lower Cache Creek Flood Barrier (LCCFB). Responses to all comments would have required an increase in Study costs, and Woodland chose not to fund the response to these comments. The study was abandoned in 2003.

In March of 2008 the project partners met and agreed to re-scope the project to take into account public opposition to previous selected alternatives and to consider new alternatives.

In 2009 both the USACE and the local sponsor expressed their intention to seek funding to reformulate alternatives for the feasibility study.

9.0 ESTIMATED COSTS:

The original Feasibility Study cost was estimated at \$2,500,000. The USACE updated the cost estimate to \$3,200,000 in 2002 for a number of reasons including carrying forward multiple alternatives to detailed feasibility level. The current estimated Study cost as shown in the cost sharing agreement (Attachment D) is \$5,600,500. The increase in cost is due largely to the addition of the investigation of whether the Cache Creek Settling Basin (CCSB) contributes to the risk of flooding in the study area.

10.0 – COST ALLOCATION:

The total Study cost is \$5,600,500, which will be cost shared 50/50 between the federal sponsor and the non-federal sponsor. The USACE will provide \$2,800,250, 50 percent of the Study cost. The remaining 50 percent of the Study cost (\$2,800,250) will be cost shared 50/50 between the two non-federal sponsors (the Board and the City of Woodland) at \$1,400,125 each.

11.0 – AGREEMENTS:

The original FCSA and LFCSA have expired. New agreements are presented herein.

12.0 - ENVIRONMENTAL REVIEW:

The Draft Feasibility Study EIS/EIR was submitted for public review in March 2003. New EIS/EIR documents will be prepared for the new Feasibility Study building on the information from the 2003 environmental documents.

13.0 - BOARD ACTIONS:

<u>Date:</u>	<u>Action:</u>
September 10, 1999	Approved Letter of Intent to be non-federal sponsor of the Study.
December 17, 1999	Approved Resolution No. 99-22 approving the FCSA and the LFCSA.
May 17, 2002	Board approves Resolution No. 02-08, to amend the Feasibility Cost Sharing Agreement and the Local Feasibility Cost Sharing Agreement per the USACE December 2001 SACCR.
August 26, 2010	Approved Letter of Intent to be a non-federal sponsor of the study.

14.0 - ISSUES / CONCERNS:

The 2003 Draft Feasibility Report proposed an east-west flood wall north of the City of Woodland as the National Economic Development (NED) Plan. This Plan was rejected by the public and the Study was abandoned. New alternatives need to be developed along with early public outreach efforts in order to keep the project from collapsing again.

The CCSB is a major part of the Cache Creek system in that water flows through the Basin prior to discharging into the Yolo Bypass. The Feasibility Study will determine if the CCSB contributes to flooding. If it is determined that the CCSB contributes to flooding then alternatives will be included in the Study addressing the CCSB.

The Cache Creek watershed contains high concentrations of mercury which is transported to the CCSB and beyond. Alternatives that propose modifications to the CCSB will have to consider the existing and future mercury concentrations in the CCSB and the costs associated with the mitigation of those concentrations.

15.0 – STAFF RECOMMENDATION:

Staff recommends that the Board Consider approval of Resolution No. 10-39 and:

- Approves the Feasibility Cost Sharing Agreement among the United States Army Corps of Engineers, the State of California represented by the Central Valley Flood Protection Board, and the City of Woodland for the Lower Cache Creek, Yolo County, Woodland Area, California General Investigation Feasibility Study in substantially the form attached hereto; and
- Approves the Local Feasibility Cost Sharing Agreement between the State of California represented by the Central Valley Flood Protection Board and the City of Woodland for the Lower Cache Creek, Yolo County, Woodland Area, California General Investigation Feasibility Study in substantially the form attached hereto; and
- Delegates to the Board President the authority to execute the Agreements in substantially the form attached hereto.

16.0 – ATTACHMENTS:

- A. Resolution 10-39
- B1. Location Map – Study Area
- B2. Location Map – Focus Area
- C. PowerPoint Presentation
- D. Feasibility Cost Sharing Agreement
- E. Local Feasibility Cost Sharing Agreement

STATE OF CALIFORNIA
CALIFORNIA NATURAL RESOURCES AGENCY
THE CENTRAL VALLEY FLOOD PROTECTION BOARD

RESOLUTION NUMBER: 10-39

LOCAL FEASIBILITY COST SHARING AGREEMENT AND
FEASIBILITY COST SHARING AGREEMENT FOR THE LOWER CACHE CREEK,
YOLO COUNTY, WOODLAND AREA, CALIFORNIA
GENERAL INVESTIGATION FEASIBILITY STUDY

WHEREAS Congress has authorized the USACE to conduct a study of flood control pursuant to Section 209 of the Federal Flood Control Act of 1962 (Public Law 87-874); and

WHEREAS, the Lower Cache Creek, Yolo County, Woodland Area, California General Investigation Feasibility Study was authorized by Congress in Section 209 of the Flood Control Act of 1962 (Public Law 87-874); and

WHEREAS, Board participation is authorized by Water Code section 8615; and

WHEREAS, the State of California, the Reclamation Board, now known as the Central Valley Flood Protection Board (Board), and the U.S. Army Corps of Engineers (USACE) entered into a Feasibility Cost Sharing Agreement (FCSA) on January 20, 2000 to conduct the General Investigation Feasibility Study; and

WHEREAS, the City of Woodland and the State of California entered into a Local Feasibility Cost Sharing Agreement (LFCSA) on January 18, 2000 for the Lower Cache Creek, Yolo County, Woodland Area, California General Investigation Feasibility Study; and

WHEREAS, in 2003 the Study was abandoned due to increased study costs created by public comments to the Draft Feasibility Report and lack of support for the National Economic Development Plan; and

WHEREAS, the January 20, 2000 FCSA and the January 18, 2000 LFCSA have expired and new cost sharing agreements are required to begin a Feasibility Study; and

WHEREAS, the City of Woodland signed a Letter of Intent dated 6 August, 2010 to be a non-federal sponsor to the Study; and

WHEREAS, the Board signed a Letter of Intent dated 26 August, 2010 to be a non-federal sponsor to the Study; and

WHEREAS, the Board, the USACE and the City of Woodland wish to enter into cost sharing agreements for the purposes of conducting a feasibility study for the Lower Cache Creek, Yolo County, Woodland Area to investigate flood damage reduction,

ecosystem restoration, and recreation opportunities; and

WHEREAS, per the April 2010 Project Management Plan provided by the USACE the Total Feasibility Cost Estimate is \$5,600,500 which will be cost shared at a 50/50 cost split between the USACE and non-federal sponsor at \$2,800,250 each, the non-federal cost share will be shared at a 50/50 cost split between the Board and the City of Woodland at \$1,400,125 each; and

WHEREAS, Section 225 of the Water Resources Development Act of 2000, Public Law 106-541, amends Section 105(a)(1)(E) of the Water Resources Development Act of 1986, Public Law 99-662 (33 U.S.C. Section 2215(a)(1)(e)) to allow the local sponsors to provide their entire share of the study costs through the provisions of in-kind services.

NOW, THEREFORE, LET IT BE RESOLVED that the Central Valley Flood Protection Board:

1. Approves the Feasibility Cost Sharing Agreement among the United States Army Corps of Engineers, the State of California represented by the Central Valley Flood Protection Board, and the City of Woodland for the Lower Cache Creek, Yolo County, Woodland Area, California General Investigation Feasibility Study in substantially the form attached hereto; and
2. Approves the Local Feasibility Cost Sharing Agreement between the State of California represented by the Central Valley Flood Protection Board and the City of Woodland for the Lower Cache Creek, Yolo County, Woodland Area, California General Investigation Feasibility Study in substantially the form attached hereto; and
3. Delegates to the Board President the authority to execute the Agreements in substantially the form attached hereto.

BY: _____
Benjamin F. Carter
President

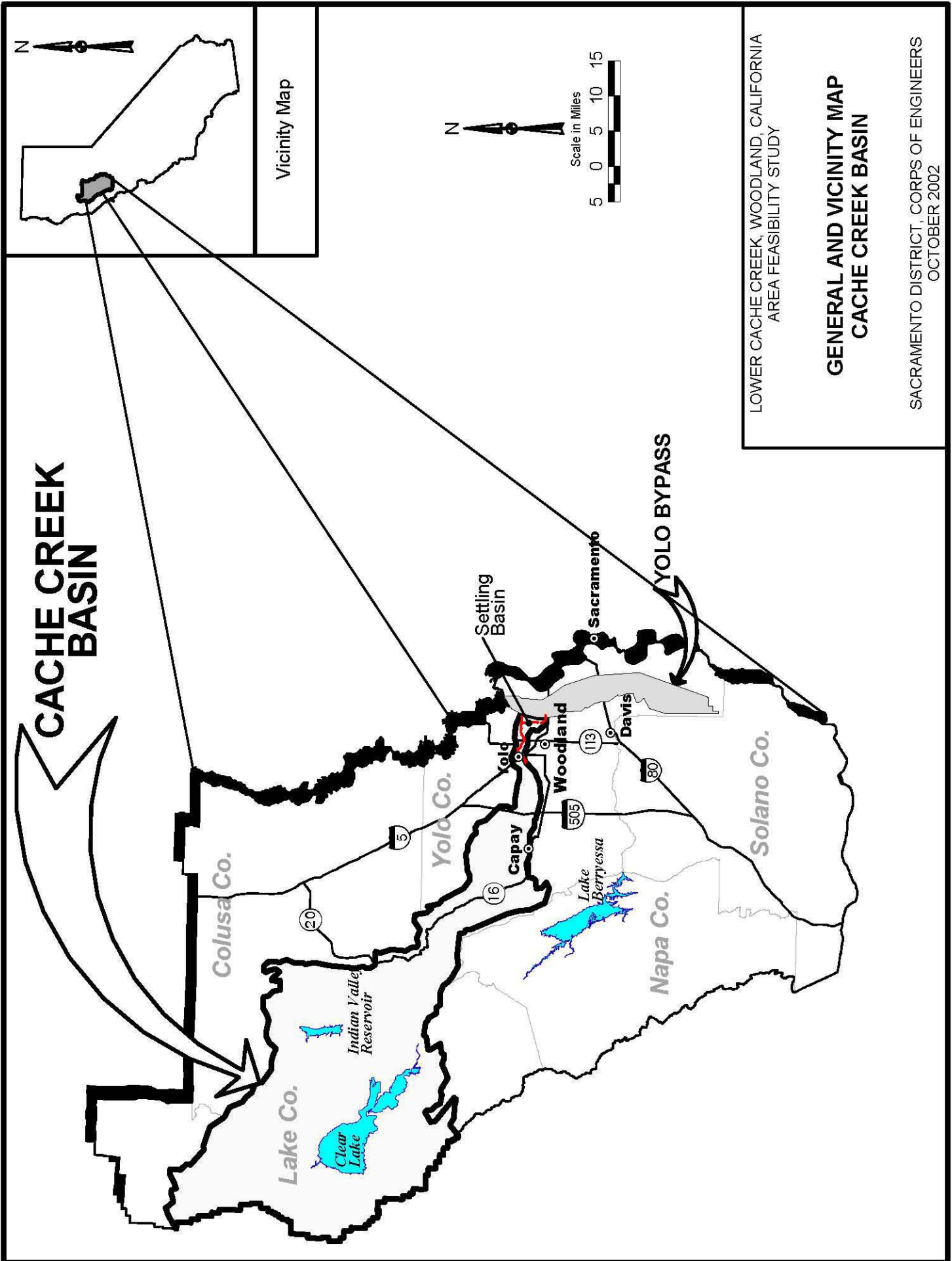
Date: _____

BY: _____
Francis Hodgkins
Board Secretary

Date: _____

Approved as to Legal Form and Sufficiency

Jeremy Goldberg
Staff Counsel



LOWER CACHE CREEK, WOODLAND, CALIFORNIA
AREA FEASIBILITY STUDY

GENERAL AND VICINITY MAP CACHE CREEK BASIN

SACRAMENTO DISTRICT, CORPS OF ENGINEERS
OCTOBER 2002

Figure ES-1



Central Valley Flood Protection Board



Lower Cache Creek, Yolo County, Woodland Area, California General Investigation Feasibility Study

Agenda Item 9A: Resolution 10-39

FCSA and LFCSA

February 25, 2011



**US Army Corps
of Engineers**
Sacramento District



Brief History of the Lower Cache Creek Project



- 1961 Cache Creek levees modified to 30,000 cfs
- 1979 USACE Feasibility Report and Environmental Statement for the Cache Creek Basin
- 1994 USACE Reconnaissance Study completed
- 1995 USACE Environmental Restoration Reconnaissance Study completed
- 2000 USACE Feasibility Study started
- 2003 NED Plan rejected by the Public, Study abandoned
- 2009 USACE and Woodland revive the Study



2000 Feasibility Study

Three alternatives were proposed by the 2000 Feasibility Study

1. No-Action Plan
2. Lower Cache Creek Flood Barrier Plan (NED)
3. Modified Wide Setback Levee Plan

Project Costs	Setback Levee Plan	Flood Barrier Plan
Total Investment	\$162 Million	\$43.8 Million
Non-Federal Cost Share	\$128 Million	\$16.1 Million
Net Annual Benefits	\$1.6 Million	\$8.6 Million
Benefit-to-Cost Ratio	1.1	3.9

(Information from March 2003 Draft Feasibility Report)

Failure of Proposed NED



- Draft Feasibility Study released to public in March 2003 recommending the Lower Cache Creek Flood Barrier (NED Plan).
- Large number of negative comments received from public on the Flood Barrier.
- Study abandoned due to the cost increase associated with responding to comments.
- 2004 Woodland City Ordinance No. 1384, against the Lower Cache Creek Flood Barrier.

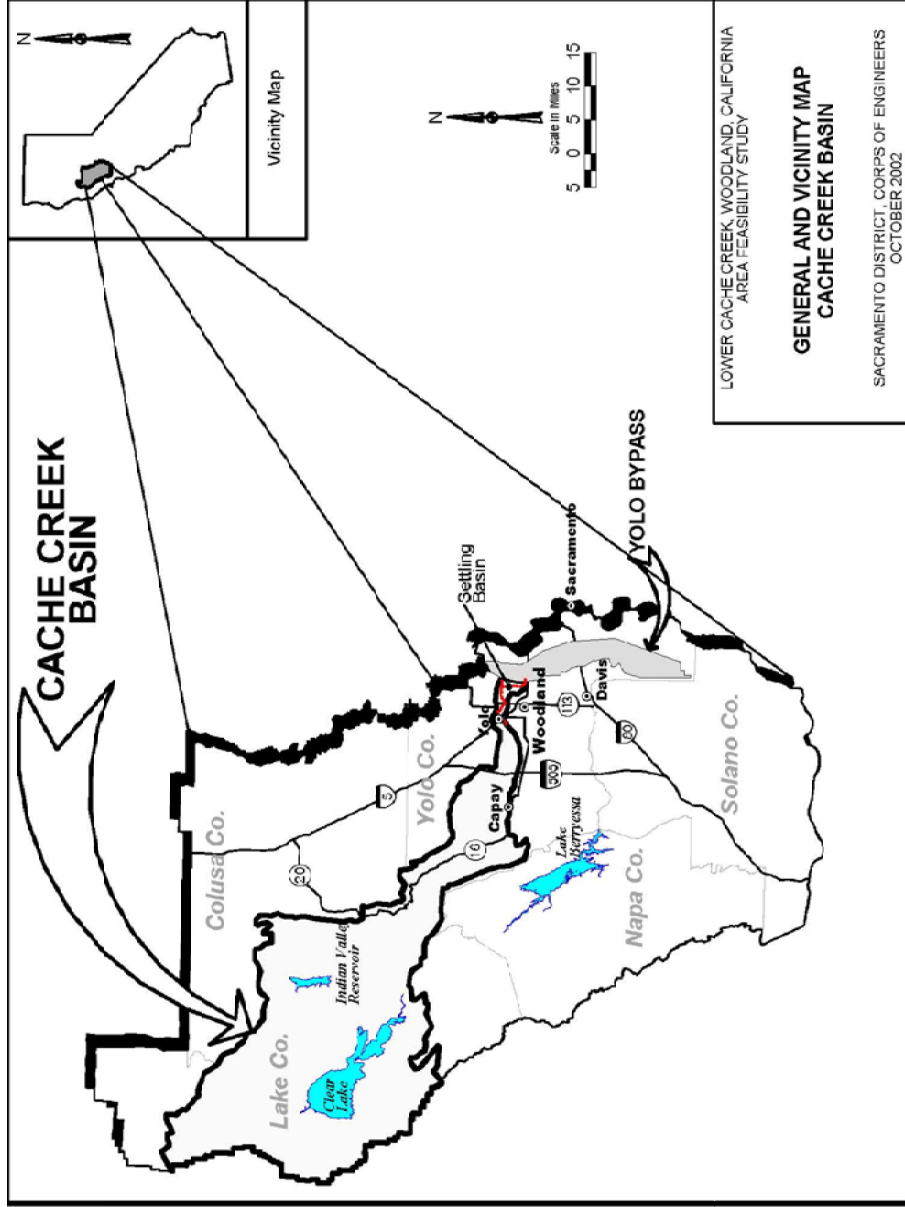
Lower Cache Creek

Project Team



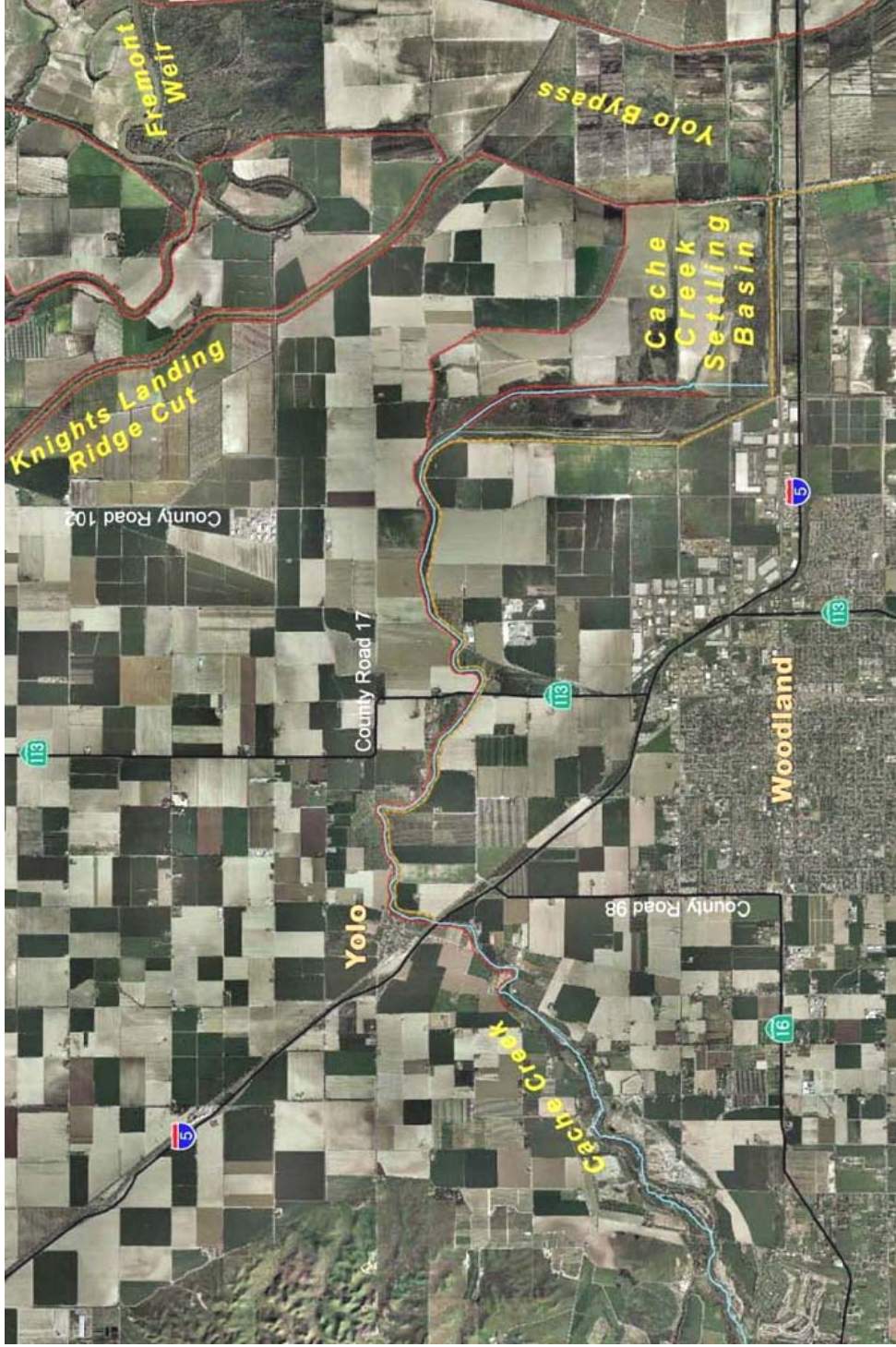
- U.S. Army Corps of Engineers, Sacramento District (USACE)
- Central Valley Flood Protection Board (Board)
- The City of Woodland

Study Area



Study Area located approximately 15 miles northwest of Sacramento and includes Clear Lake, which is the origin of Cache Creek.

Focus Area



Area of focus is the Lower Cache Creek, including the City of Woodland.

Study Goals



- Reduce Flood Risk
- Ecosystem Restoration
- Improve Outdoor Recreation

Preliminary Estimate of Feasibility Study



Funding Sources

Federal	\$2.8M	50%
State	\$1.4M	25%
Local	\$1.4M	25%

Total Estimated Study Cost = \$5.6M
Up to 100% of the non-Federal cost share can be met as
work-in-kind



Previous Board Actions

- September 10, 1999, Board Approved Letter of Intent to be Non-Federal Sponsor
- December 17, 1999, Board Approved Resolution No. 99-22 Approving the FCSA and LFCSA
- May 17, 2002, Board Approves Resolution No. 02-08, Amendment No. 1 to the Lower Cache Creek FCSA
- August 26, 2010, Board Approved Resolution No. 10-36 Approving Letter of Intent to be a Non-Federal Sponsor



Purpose of the Agreements

- The FCSA and the LFCSA are cost sharing agreements among the sponsors, entered into to support a feasibility study of the Lower Cache Creek, Yolo County, Woodland Area.
- The Feasibility Study will investigate flood damage reduction, ecosystem restoration and recreation opportunities for the study area.



Requested CVFPB Actions

1. Approves the Feasibility Cost Sharing Agreement among the United States Army Corps of Engineers, the State of California represented by the Central Valley Flood Protection Board, and the City of Woodland for the Lower Cache Creek, Yolo County, Woodland Area, California General Investigation Feasibility Study in substantially the form attached hereto; and
2. Approves the Local Feasibility Cost Sharing Agreement between the State of California represented by the Central Valley Flood Protection Board and the City of Woodland for the Lower Cache Creek, Yolo County, Woodland Area, California General Investigation Feasibility Study in substantially the form attached hereto; and
3. Delegates to the Board President the authority to execute the Agreements in substantially the form attached hereto.



Questions

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USACE: Charles Austin, Project Manager
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Woodland: Mark G. Devin, Woodland City Manager
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floodSAFE Yolo Pilot Program
(916) 599-3662
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AGREEMENT
BETWEEN
THE DEPARTMENT OF THE ARMY
AND
STATE OF CALIFORNIA
AND
CITY OF WOODLAND
FOR THE
LOWER CACHE CREEK, YOLO COUNTY, WOODLAND AREA, CALIFORNIA
GENERAL INVESTIGATION FEASIBILITY STUDY

This agreement is entered into on this ____ day of _____, 2011, by and between the Department of the Army (hereinafter “Government”), represented by the Assistant Secretary of the Army (Civil Works), and the State of California (hereinafter the “State”), represented by the President of the Central Valley Flood Protection Board, and the City of Woodland (hereinafter the “City”), represented by its City Manager (the State and City when referred to collectively are referred to as the “Non-Federal Sponsors”).

WITNESSETH, THAT:

WHEREAS, the Corps of Engineers is authorized to conduct a feasibility study of Sacramento River Basin pursuant to Section 209 of the Flood Control Act of 1962 (Public Law 87-874);

WHEREAS, prior to proceeding with such feasibility study, the U.S. Army Corps of Engineers conducted a reconnaissance study described in the Reconnaissance Report, Northern California Streams Westside Tributaries to Yolo Bypass, California, June 1994 which recommended that further planning in the nature of a feasibility studies for the Westside Tributaries to the Yolo Bypass should proceed;

WHEREAS, the Government and the Reclamation Board of the State of California previously entered into an Agreement on January 20, 2000, for the purpose of performing a General Investigation Feasibility Study of Lower Cache Creek, California which terminated in accordance with its terms on or about January 19, 2010;

WHEREAS, the Corps of Engineers has determined that additional time is needed to complete the feasibility study;

WHEREAS, the Government and the Non-Federal Sponsors desire to enter into an agreement (hereinafter the “Agreement”) to conduct such feasibility study (hereinafter the “Study” as defined in Article I.A. of this Agreement);

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 applicable to the *Study*;

WHEREAS, the Non-Federal Sponsors desire to provide in-kind contributions (hereinafter the “*non-Federal in-kind contributions*” as defined in Article I.K. of this Agreement) that are necessary to prepare the feasibility report and to receive credit for such contributions toward the amount of its required contribution for the *Study*;

WHEREAS, the Non-Federal Sponsors may provide up to 100 percent of their required contribution for the *Study* as *non-Federal in-kind contributions*;

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

WHEREAS, the Government and the Non-Federal Sponsors, in connection with this Agreement, desire to foster a partnering strategy and a working relationship between the Government and the Non-Federal Sponsors through a mutually developed formal strategy of commitment and communication embodied herein, which creates an environment where trust and teamwork prevent disputes, foster a cooperative bond between the Government and the Non-Federal Sponsors, and facilitate the successful *Study*.

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

ARTICLE I – DEFINITIONS

A. The term “*Study*” shall mean the activities and tasks required to identify and evaluate alternatives and the preparation of a decision document that, when appropriate, recommends a coordinated and implementable solution for flood risk management, ecosystem restoration, and recreation at Lower Cache Creek, Yolo County, Woodland Area, CA as generally described in the Reconnaissance Report, Northern California Streams Westside Tributaries to Yolo Bypass, California, June 1994, approved by John N. Reese, Colonel, Corps of Engineers, Sacramento District Engineer, June 1994. The term includes the *Non-Federal in-kind contributions* described in paragraph K. of this Article.

B. The term “*total study costs*” shall mean the sum of all costs incurred by the Non-Federal Sponsors and the Government in accordance with the terms of this Agreement directly related to performance of the *Study*. Subject to the provisions of this Agreement, the term shall include, but is not necessarily limited to: the Government’s costs of plan formulation and evaluation, including applicable economic, engineering, real estate, and

environmental analyses; the Government's costs of preparation of the decision document for the *Study*; the costs of the *non-Federal in-kind contributions* determined in accordance with Article II.E. of this Agreement; the Government's costs of independent technical review and other review processes required by the Government; the Government's costs of external peer review, if required; the Government's supervision and administration costs; the Non-Federal Sponsors' and the Government's costs of participation in the Study Coordination Team in accordance with Article III of this Agreement; the Government's costs of contract dispute settlements or awards; and the Non-Federal Sponsors' and the Government's costs of audit in accordance with Article VI.B. and Article VI.C. of this Agreement. The term does not include any costs of dispute resolution under Article V of this Agreement; any costs incurred as part of reconnaissance studies; any costs incurred as part of feasibility studies under any other agreement; the Non-Federal Sponsors' costs of negotiating this Agreement; or any costs of negotiating a design agreement for a project or separable element thereof.

C. The term "*study costs to be shared during the period of study*" shall mean the difference between *total study costs* and *excess study costs*.

D. The term "*excess study costs*" shall mean the difference between the most recent estimate of *total study costs* and the amount of *total study costs* specified in Article IV.A.1. of this Agreement, excluding any increase in *total study costs* that resulted from a change in Federal law or a change in the scope of the *Study* requested by the Non-Federal Sponsors or any increase in *total study costs* that otherwise was agreed upon in writing by the parties.

E. The term "*period of study*" shall mean the time from the effective date of this Agreement to the date that:

1. the Assistant Secretary of the Army (Civil Works) submits the feasibility report to the Office of Management and Budget (OMB) for review for consistency with policies and programs of the Administration, if the project or project modification that is the subject of this *Study* will require further Congressional authorization to implement the recommended plan; or
2. the decision document for the study is duly approved by the Government, if the project or project modification that is the subject of this *Study* will not require further Congressional authorization to implement the recommended plan; or
3. the date that this Agreement is terminated in accordance with Article IX of this Agreement.

F. The term "*financial obligations to be shared during the period of study*" shall mean the financial obligations of the Government and the costs for the *non-Federal in-kind*

contributions, as determined by the Government that result or would result in costs that are or would be included in *study costs to be shared during the period of study*.

G. The term “*Non-Federal proportionate share*” shall mean the ratio of the sum of the costs included in *study costs to be shared during the period of study* for the *non-Federal in-kind contributions*, as determined by the Government, and the Non-Federal Sponsors’ total contribution of funds required by Article II.C.1.b. of this Agreement to *financial obligations to be shared during the period of study*, as projected by the Government.

H. The term “*Federal program funds*” shall mean funds provided by a Federal agency, other than the Department of the Army, plus any non-Federal contribution required as a matching share therefor.

I. The term “*fiscal year*” shall mean one year beginning on October 1 and ending on September 30.

J. The term “*PMP*” shall mean the project management plan, and any modifications thereto, developed by the Government, and agreed to by the Non-Federal Sponsors, that specifies the scope, cost, and schedule for *Study* activities and guides the performance of the *Study* through the *period of study*.

K. The term “*non-Federal in-kind contributions*” shall mean planning, supervision and administration, services, materials, supplies, and other in-kind services that are performed or provided by the Non-Federal Sponsors after the effective date of this Agreement in accordance with the *PMP* and that are necessary for performance of the *Study*.

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

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 Sponsors, expeditiously shall conduct the *Study*, applying those procedures usually applied to Federal projects, in accordance with Federal laws, regulations, and policies. The Non-Federal Sponsors expeditiously shall perform or provide the *non-Federal in-kind contributions* in accordance with applicable Federal laws, regulations, and policies.

1. The Government shall not issue the solicitation for the first contract for the *Study* or commence the *Study* using the Government’s own forces until the Non-Federal Sponsors have confirmed in writing their willingness to proceed with the *Study*.

2. To the extent possible, the Government and the Non-Federal Sponsors shall conduct the *Study* in accordance with the *PMP*.

3. The Government shall afford the Non-Federal Sponsors the opportunity to review and comment on all products that are developed by contract or by Government personnel during the *period of study*. The Government shall consider in good faith the comments of the Non-Federal Sponsors, but the final approval of all *Study* products shall be exclusively within the control of the Government.

4. The Government shall afford the Non-Federal Sponsors the opportunity to review and comment on the solicitations for all Government contracts, including relevant scopes of work, prior to the Government's issuance of such solicitations. To the extent possible, the Government shall afford the Non-Federal Sponsors the opportunity to review and comment on all proposed contract modifications, including change orders. In any instance where providing the Non-Federal Sponsors with notification of a contract modification is not possible prior to execution of the contract modification, 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 Sponsors 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 Sponsors, but the contents of solicitations, award of contracts or commencement of work on the *Study* using the Government's own forces, execution of contract modifications, resolution of contract claims, and performance of all work on the *Study*, except for the *non-Federal in-kind contributions*, shall be exclusively within the control of the Government.

5. At the time the U.S. Army Engineer, Sacramento District (hereinafter the "District Engineer") furnishes the contractor with the Government's Written Notice of Acceptance of Completed Work for each contract awarded by the Government for the *Study*, the District Engineer shall furnish a copy thereof to the Non-Federal Sponsors.

6. The Non-Federal Sponsors shall afford the Government the opportunity to review and comment on the solicitations for all contracts for the *non-Federal in-kind contributions*, including relevant scopes of work, prior to the Non-Federal Sponsors' issuance of such solicitations. To the extent possible, the Non-Federal Sponsors shall afford the Government the opportunity to review and comment on all proposed contract modifications, including change orders. In any instance where providing the Government with notification of a contract modification is not possible prior to execution of the contract modification, the Non-Federal Sponsors shall provide such notification in writing at the earliest date possible. To the extent possible, the Non-Federal Sponsors also shall afford the Government the opportunity to review and comment on all contract claims prior to resolution thereof. The Non-Federal Sponsors shall consider in good faith the comments of the Government but the contents of solicitations, award of contracts or commencement of work on the *Study* using the Non-Federal Sponsors' own forces, execution of contract modifications, resolution of contract claims, and performance of all

work on the *non-Federal in-kind contributions* shall be exclusively within the control of the Non-Federal Sponsors.

7. At the time the Non-Federal Sponsors furnish a contractor with a notice of acceptance of completed work for each contract awarded by the Non-Federal Sponsors for the *non-Federal in-kind contributions*, the Non-Federal Sponsors shall furnish a copy thereof to the Government.

8. Notwithstanding paragraph A.4. and paragraph A.6., if the award of any contract for work on the *Study*, or continuation of work on the *Study* using the Government's or the Non-Federal Sponsors' own forces, would result in *excess study costs*, the Government and the Non-Federal Sponsors agree to defer award of that contract, award of all remaining contracts for work on the *Study*, and continuation of work on the *Study* using the Government's or the Non-Federal Sponsors' own forces until such time as the Government and the Non-Federal Sponsors agree in writing to proceed with further contract awards for the *Study* or the continuation of work on the *Study* using the Government's or the Non-Federal Sponsors' own forces, but in no event shall the award of contracts or the continuation of work on the *Study* using the Government's or the Non-Federal Sponsors' own forces be deferred for more than six months. If the Government and the Non-Federal Sponsors agree to not proceed or fail to reach agreement on proceeding with further contract awards for the *Study*, or the continuation of work on the *Study* using the Government's or the Non-Federal Sponsors' own forces, the parties shall terminate this Agreement and proceed in accordance with Article IX.E. of this Agreement.

9. As of the effective date of this Agreement, \$86,096 of Federal funds is currently projected to be available for the *Study*. The Government makes no commitment to request Congress to provide additional Federal funds for the *Study*. Further, the Government's financial participation in the *Study* is limited to the Federal funds that the Government makes available to the *Study*.

B. The Government shall allocate *total study costs* between *study costs to be shared during the period of study* and *excess study costs*.

C. The Non-Federal Sponsors shall contribute 50 percent of *study costs to be shared during the period of study* in accordance with the provisions of this paragraph.

1. The Non-Federal Sponsors shall provide a contribution of funds as determined below:

a. If the Government projects at any time that the collective value of the Non-Federal Sponsors' contributions under Article III and Article VI of this Agreement will be less than the Non-Federal Sponsors' required share of 50 percent of *study costs to be shared during the period of study*, the Government shall determine the amount of funds

that would be necessary to meet the Non-Federal Sponsors' required share prior to any consideration of the credit the Government projects will be afforded for the *non-Federal in-kind contributions* pursuant to paragraph F. of this Article.

b. The Non-Federal Sponsors shall provide funds in the amount determined by this paragraph in accordance with Article IV.B. of this Agreement. To determine the contribution of funds the Non-Federal Sponsors shall provide, the Government shall reduce the amount determined in accordance with paragraph C.1.a. of this Article by the amount of credit the Government projects will be afforded for the *non-Federal in-kind contributions* pursuant to paragraph F. of this Article.

2. The Government, subject to the availability of funds and as limited by paragraph G. of this Article, shall refund or reimburse to the Non-Federal Sponsors any contributions in excess of 50 percent of *study costs to be shared during the period of study* if the Government determines at any time that the collective value of the following contributions has exceeded 50 percent of *study costs to be shared during the period of study*: (a) the value of the Non-Federal Sponsors' contributions under paragraph C.1.b. of this Article; (b) the amount of credit to be afforded for the *non-Federal in-kind contributions* pursuant to paragraph F. of this Article; and (c) the value of the Non-Federal Sponsors' contributions under Article III and Article VI of this Agreement.

D. The Non-Federal Sponsors shall contribute 50 percent of *excess study costs* in accordance with the provisions of this paragraph.

1. The Government shall determine the amount of funds that would be necessary to meet the Non-Federal Sponsors' required share prior to any consideration of the credit the Government projects will be afforded for the *non-Federal in-kind contributions* pursuant to paragraph F. of this Article.

2. The Non-Federal Sponsors shall provide funds in the amount determined by this paragraph in accordance with Article IV.C.3. of this Agreement. To determine the contribution of funds the Non-Federal Sponsors shall provide, the Government shall reduce the amount determined in accordance with paragraph D.1. of this Article by the amount of credit the Government projects will be afforded for the *non-Federal in-kind contributions* pursuant to paragraph F. of this Article.

E. The Government shall determine and include in *total study costs* any costs incurred by the Non-Federal Sponsors for *non-Federal in-kind contributions*, subject to the conditions and limitations of this paragraph. The Non-Federal Sponsors in a timely manner shall provide the Government with such documents as are sufficient to enable the Government to determine the amount of costs to be included in *total study costs* for *non-Federal in-kind contributions*.

1. Acceptance by the Government of *non-Federal in-kind contributions* shall be subject to a review by the Government to verify that all economic, engineering, real estate, and environmental analyses or other items performed or provided as *non-Federal in-kind contributions* are accomplished in a satisfactory manner and in accordance with applicable Federal laws, regulations, and policies, and to verify that all analyses, services, materials, supplies, and other in-kind services provided as *non-Federal in-kind contributions* are necessary for the *Study*.

2. The Non-Federal Sponsors' costs for *non-Federal in-kind contributions* that may be eligible for inclusion in *total study costs* pursuant to this Agreement shall be subject to an audit in accordance with Article VI.C. of this Agreement to determine the reasonableness, allocability, and allowability of such costs.

3. The Non-Federal Sponsors' costs for *non-Federal in-kind contributions* that may be eligible for inclusion in *total study costs* pursuant to this Agreement are not subject to interest charges, nor are they subject to adjustment to reflect changes in price levels between the time the *non-Federal in-kind contributions* are provided and the time the costs are included in *total study costs*.

4. The Government shall not include in *total study costs* any costs for *non-Federal in-kind contributions* paid by the Non-Federal Sponsors using *Federal program funds* unless the Federal agency providing the Federal portion of such funds verifies in writing that expenditure of such funds for such purpose is expressly authorized by Federal law.

5. The Government shall not include in *total study costs* any costs for *non-Federal in-kind contributions* in excess of the Government's estimate of the costs of the *non-Federal in-kind contributions* if the services, materials, supplies, and other in-kind services had been provided by the Government.

F. The Government, in accordance with this paragraph, shall afford credit toward the amount of funds determined in accordance with paragraph C.1.a. and paragraph D.1. of this Article for the costs of the *non-Federal in-kind contributions* determined in accordance with paragraph E. of this Article. The credit for *non-Federal in-kind contributions* first shall be afforded toward the amount of funds determined in accordance with paragraph C.1.a. of this Article. If the amount of credit afforded exceeds the amount of funds determined in accordance with paragraph C.1.a. of this Article, the remaining portion of credit to be afforded shall be afforded toward the amount of funds determined in accordance with paragraph D.1. of this Article. However, the maximum amount of credit that can be afforded for the *non-Federal in-kind contributions* shall not exceed the least of the following amounts as determined by the Government: the amount of funds determined in accordance with paragraph C.1.a. and paragraph D.1. of this Article; the costs of the *non-Federal in-kind contributions* determined in accordance with paragraph E. of this Article; or 50 percent of *total study costs*.

G. Notwithstanding any other provision of this Agreement, the Non-Federal Sponsors shall not be entitled to reimbursement of any costs of *non-Federal in-kind contributions* determined in accordance with paragraph E. of this Article and included in *total study costs* that exceed the amount of credit afforded for the *non-Federal in-kind contributions* determined in accordance with paragraph F. of this Article and the Non-Federal Sponsors shall be responsible for 100 percent of all costs of *non-Federal in-kind contributions* included in *total study costs* that exceed the amount of credit afforded.

H. Upon conclusion of the *period of study*, the Government shall conduct an accounting, in accordance with Article IV.C. of this Agreement, and furnish the results to the Non-Federal Sponsors.

I. The Non-Federal Sponsors shall not use *Federal program funds* to meet any of its obligations for the *Study* under this Agreement unless the Federal agency providing the Federal portion of such funds verifies in writing that expenditure of such funds for such purpose is expressly authorized by Federal law.

J. This Agreement shall not be construed as obligating either party to implement a project. Whether the Government supports a project authorization, if authorization is required, and budgets for implementation of the project depends upon, among other things, the outcome of the *Study* and whether the proposed solution is consistent with the Economic and Environmental Principles and Guidelines for Water and Related Land Resources Implementation Studies and with the budget priorities of the Administration.

ARTICLE III - STUDY COORDINATION TEAM

A. To provide for consistent and effective communication, the Non-Federal Sponsors and the Government, not later than 30 calendar days after the effective date of this Agreement, shall appoint named senior representatives to a Study Coordination Team. Thereafter, the Study Coordination Team shall meet regularly until the end of the *period of study*. The Government's Project Manager and a counterpart named by the Non-Federal Sponsors shall co-chair the Study Coordination Team.

B. The Government's Project Manager and the Non-Federal Sponsors' counterpart shall keep the Study Coordination Team informed of the progress of the *Study* and of significant pending issues and actions, and shall seek the views of the Study Coordination Team on matters that the Study Coordination Team generally oversees.

C. Until the end of the *period of study*, the Study Coordination Team shall generally oversee the *Study*, including matters related to: plan formulation and evaluation, including applicable economic, engineering, real estate, and environmental analyses; scheduling of reports and work products; independent technical review and other review

processes required by the Government; external peer review, if required; completion of all necessary environmental coordination and documentation; contract awards and modifications; contract costs; the Government's cost projections; the performance of and scheduling for the *non-Federal in-kind contributions*; determination of anticipated future requirements for real property and relocation requirements and performance of operation, maintenance, repair, rehabilitation, and replacement of the proposed project including anticipated requirements for permits; and other matters related to the *Study*. This oversight of the *Study* shall be consistent with the *PMP*.

D. The Study Coordination Team may make recommendations to the District Engineer on matters related to the *Study* that the Study Coordination Team generally oversees, including suggestions to avoid potential sources of dispute. The Government in good faith shall consider the recommendations of the Study Coordination Team. The Government, having the legal authority and responsibility for performance of the *Study* except for the *non-Federal in-kind contributions*, has the discretion to accept or reject, in whole or in part, the Study Coordination Team's recommendations. On matters related to the *non-Federal in-kind contributions*, that the Study Coordination Team generally oversees, the Study Coordination Team may make recommendations to the Non-Federal Sponsors including suggestions to avoid potential sources of dispute. The Non-Federal Sponsors in good faith shall consider the recommendations of the Study Coordination Team. The Non-Federal Sponsors, having the legal authority and responsibility for the *non-Federal in-kind contributions*, have the discretion to accept or reject, in whole or in part, the Study Coordination Team's recommendations except as otherwise required by the provisions of this Agreement, including compliance with applicable Federal, State, or local laws or regulations.

E. The Non-Federal Sponsors' costs of participation in the Study Coordination Team shall be included in *total study costs* and shared in accordance with the provisions of this Agreement, subject to an audit in accordance with Article VI.C. of this Agreement to determine reasonableness, allocability, and allowability of such costs. The Government's costs of participation in the Study Coordination Team shall be included in *total study costs* and shared in accordance with the provisions of this Agreement.

ARTICLE IV - METHOD OF PAYMENT

A. In accordance with the provisions of this paragraph, the Government shall maintain current records and provide to the Non-Federal Sponsors current projections of costs, financial obligations, the contributions provided by the parties, the costs included in *total study costs* for the *non-Federal in-kind contributions* determined in accordance with Article II.E. of this Agreement, and the credit to be afforded for the *non-Federal in-kind contributions* pursuant to Article II.F. of this Agreement.

1. As of the effective date of this Agreement, *total study costs* are projected to be \$5,600,500; the amount of funds determined in accordance with Article II.C.1.a. of this Agreement is projected to be \$2,716,242; the costs included in *total study costs* for the *non-Federal in-kind contributions* determined in accordance with Article II.E. of this Agreement are projected to be \$1,940,250; the credit to be afforded for the *non-Federal in-kind contributions* pursuant to Article II.F. of this Agreement is projected to be \$1,940,250; the Non-Federal Sponsors' contribution of funds required by Article II.C.1.b. of this Agreement is projected to be \$691,984; and the *non-Federal proportionate share* is projected to be 48 percent. These amounts and percentage are estimates subject to adjustment by the Government, after consultation with the Non-Federal Sponsors, and are not to be construed as the total financial responsibilities of the Government and the Non-Federal Sponsors.

2. By March 31, 2011 and by each quarterly anniversary thereof until the conclusion of the *period of study* and resolution of all relevant claims and appeals, the Government shall provide the Non-Federal Sponsors with a report setting forth all contributions provided to date and the current projections of the following: *total study costs*; *study costs to be shared during the period of study*; the amount of funds determined in accordance with Article II.C.1.a. of this Agreement; the Non-Federal Sponsors' contribution of funds required by Article II.C.1.b. of this Agreement; *excess study costs*; the amount of funds determined in accordance with Article II.D.1. of this Agreement; the Non-Federal Sponsors' contribution of funds required by Article II.D.2. of this Agreement; the costs included in *total study costs* for the *non-Federal in-kind contributions* determined in accordance with Article II.E. of this Agreement; the credit to be afforded for the *non-Federal in-kind contributions* pursuant to Article II.F. of this Agreement; the total contribution of funds required from the Non-Federal Sponsors for the upcoming contract and upcoming *fiscal year*; and the *non-Federal proportionate share*.

B. The Non-Federal Sponsors shall provide the contribution of funds required by Article II.C.1.b. of this Agreement in accordance with the provisions of this paragraph.

1. Not less than 60 calendar days prior to the scheduled date for issuance of the solicitation for the first contract for work on the *Study* or commencement of work on the *Study* using the Government's own forces, the Government shall notify the Non-Federal Sponsors in writing of such scheduled date and the funds the Government determines to be required from the Non-Federal Sponsors to meet: (a) the *non-Federal proportionate share of financial obligations to be shared during the period of study* incurred prior to the commencement of the *period of study*; (b) the projected *non-Federal proportionate share of financial obligations to be shared during the period of study* to be incurred for such contract; and (c) the projected *non-Federal proportionate share of financial obligations to be shared during the period of study* using the Government's own forces through the first *fiscal year*. Not later than such scheduled date, the Non-Federal Sponsors shall provide the Government with the full amount of such required funds by

delivering a check payable to “FAO, USAED, Sacramento District, EROC L2” to the District Engineer, or verifying to the satisfaction of the Government that the Non-Federal Sponsors have deposited such required funds in an escrow or other account acceptable to the Government, with interest accruing to the Non-Federal Sponsors, or by presenting the Government with an irrevocable letter of credit acceptable to the Government for such required funds, or by providing an Electronic Funds Transfer of such required funds in accordance with procedures established by the Government.

2. Thereafter, until the work on the *Study* is complete, the Government shall notify the Non-Federal Sponsors in writing of the funds the Government determines to be required from the Non-Federal Sponsors, and the Non-Federal Sponsors shall provide such funds in accordance with the provisions of this paragraph.

a. The Government shall notify the Non-Federal Sponsors in writing, no later than 60 calendar days prior to the scheduled date for issuance of the solicitation for each remaining contract for work on the *Study*, of the funds the Government determines to be required from the Non-Federal Sponsors to meet the projected *non-Federal proportionate share of financial obligations to be shared during the period of study* to be incurred for such contract. No later than such scheduled date, the Non-Federal Sponsors shall make the full amount of such required funds available to the Government through any of the payment mechanisms specified in paragraph B.1. of this Article.

b. The Government shall notify the Non-Federal Sponsors in writing, no later than 60 calendar days prior to the beginning of each *fiscal year* in which the Government projects that it will make *financial obligations to be shared during the period of study* using the Government’s own forces, of the funds the Government determines to be required from the Non-Federal Sponsors to meet the projected *non-Federal proportionate share of financial obligations to be shared during the period of study* using the Government’s own forces for that *fiscal year*. No later than 30 calendar days prior to the beginning of that *fiscal year*, the Non-Federal Sponsors shall make the full amount of such required funds for that *fiscal year* available to the Government through any of the payment mechanisms specified in paragraph B.1. of this Article.

3. The Government shall draw from the funds provided by the Non-Federal Sponsors such sums as the Government deems necessary, when considered with any credit the Government projects will be afforded for the *non-Federal in-kind contributions* pursuant to Article II.F. of this Agreement, to cover: (a) the *non-Federal proportionate share of financial obligations to be shared during the period of study* incurred prior to the commencement of the *period of study*; and (b) the *non-Federal proportionate share of financial obligations to be shared during the period of study* as *financial obligations to be shared during the period of study* are incurred. If at any time the Government determines that additional funds will be needed from the Non-Federal Sponsors to cover the Non-Federal Sponsors’ share of such financial obligations for the

current contract or to cover the Non-Federal Sponsors' share of such financial obligations for work performed using the Government's own forces in the current *fiscal year*, the Government shall notify the Non-Federal Sponsors in writing of the additional funds required and provide an explanation of why additional funds are required. Within 60 calendar days from receipt of such notice, the Non-Federal Sponsors shall provide the Government with the full amount of such additional required funds through any of the payment mechanisms specified in paragraph B.1. of this Article.

C. Upon conclusion of the *period of study* and resolution of all relevant claims and appeals, the Government shall conduct a final accounting and furnish the Non-Federal Sponsors with written notice of the results of such final accounting. If outstanding relevant claims and appeals prevent a final accounting from being conducted in a timely manner, the Government shall conduct an interim accounting and furnish the Non-Federal Sponsors with written notice of the results of such interim accounting. Once all outstanding relevant claims and appeals are resolved, the Government shall amend the interim accounting to complete the final accounting and furnish the Non-Federal Sponsors with written notice of the results of such final accounting. The interim or final accounting, as applicable, shall determine *total study costs*, *study costs to be shared during the period of study*, and *excess study costs*. In addition, the interim or final accounting, as applicable, shall determine each party's required share thereof, and each party's total contributions thereto as of the date of such accounting.

1. Should the interim or final accounting, as applicable, show that the Non-Federal Sponsors' total required share of *study costs to be shared during the period of study* exceeds the Non-Federal Sponsors' total contributions provided thereto, the Non-Federal Sponsors, no later than 90 calendar days after receipt of written notice from the Government, shall make a payment to the Government in an amount equal to the difference by delivering a check payable to "FAO, USAED, Sacramento District, EROC L2" to the District Engineer or by providing an Electronic Funds Transfer in accordance with procedures established by the Government.

2. Should the interim or final accounting, as applicable, show that the total contributions provided by the Non-Federal Sponsors for *study costs to be shared during the period of study* exceed the Non-Federal Sponsors' total required share thereof, the Government, subject to the availability of funds and as limited by Article II.G. of this Agreement, shall refund or reimburse the excess amount to the Non-Federal Sponsors within 90 calendar days of the date of completion of such accounting. In the event the Non-Federal Sponsors is due a refund or reimbursement and funds are not available to refund or reimburse the excess amount to the Non-Federal Sponsors, the Government shall seek such appropriations as are necessary to make the refund or reimbursement.

3. Should the final accounting show that the Non-Federal Sponsors' total required share of *excess study costs* exceeds the Non-Federal Sponsors' total contributions provided thereto the Non-Federal Sponsors, within the applicable time

frame described below, shall make a payment to the Government in an amount equal to the difference by delivering a check payable to “FAO, USAED, Sacramento District EROC L2” to the District Engineer or by providing an Electronic Funds Transfer in accordance with procedures established by the Government.

a. If the project or project modification that is the subject of this *Study* will require further Congressional authorization to implement the recommended plan and:

i. the project or project modification is authorized for construction – then the payment shall be made no later than the date on which a Project Partnership Agreement is entered into for the project or project modification; or

ii. the project or project modification is not authorized for construction within 5 years after the date of the final Report of the Chief of Engineers concerning the project or project modification – then the payment shall be made no later than 5 years after the date of the final Report of the Chief of Engineers; or

iii. the *Study* is terminated and the project or project modification is not authorized for construction - then the payment shall be made no later than 2 years after such termination date.

b. If the project or project modification that is the subject of this *Study* will not require further Congressional authorization to implement the recommended plan, then the payment shall be made:

i. no later than the date on which a Project Partnership Agreement is entered into for the project or project modification; or

ii. no later than 5 years after the date the decision document is duly approved by the Government; or

iii. no later than 2 years after the date of the termination of the *Study*, whichever is earliest.

ARTICLE V - 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. 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. Not later than 60 calendar days after the effective date of this Agreement, the Government and the Non-Federal Sponsors shall develop procedures for keeping books, records, documents, or 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 Sponsors shall maintain such books, records, documents, or other evidence in accordance with these procedures and for a minimum of three years after completion of the accounting for which such books, records, documents, or other evidence were required. To the extent permitted under applicable Federal laws and regulations, the Government and the Non-Federal Sponsors shall each allow the other to inspect such books, records, documents, or other evidence.

B. In accordance with 32 C.F.R. Section 33.26, the Non-Federal Sponsors are responsible for complying with the Single Audit Act Amendments of 1996 (31 U.S.C. 7501-7507), as implemented by OMB Circular No. A-133 and Department of Defense Directive 7600.10. Upon request of the Non-Federal Sponsors and to the extent permitted under applicable Federal laws and regulations, the Government shall provide to the Non-Federal Sponsors and independent auditors any information necessary to enable an audit of the Non-Federal Sponsors' 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 *Study* shall be included in *total study costs* and shared in accordance with the provisions of this Agreement.

C. In accordance with 31 U.S.C. 7503, the Government may conduct audits in addition to any audit that the Non-Federal Sponsors 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 study costs* and shared in accordance with the provisions of this Agreement.

ARTICLE VII - FEDERAL AND STATE LAWS

In the exercise of their respective rights and obligations under this Agreement, the Non-Federal Sponsors and the Government shall 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 and Army Regulation 600-7, entitled “Nondiscrimination on the Basis of Handicap in Programs and Activities Assisted or Conducted by the Department of the Army”.

ARTICLE VIII - RELATIONSHIP OF PARTIES

A. In the exercise of their respective rights and obligations under this Agreement, the Government and the Non-Federal Sponsors 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 the other party may have to seek relief or redress against that contractor either pursuant to any cause of action that the other party may have or for violation of any law.

ARTICLE IX - TERMINATION OR SUSPENSION

A. Prior to conclusion of the *period of study*, upon 30 calendar days written notice to the other party, 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 either the Government or the Non-Federal Sponsors elects to terminate this Agreement.

B. If at any time the Non-Federal Sponsors fails to fulfill its obligations under 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 performance of the *Study* 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 *Study*.

C. In the event the Government projects that the amount of Federal funds the Government will make available to the *Study* through the then-current *fiscal year*, or the amount of Federal funds the Government will make available for the *Study* through the upcoming *fiscal year*, is not sufficient to meet the Federal share of *total study costs* that

the Government projects to be incurred through the then-current or upcoming *fiscal year*, as applicable, the Government shall notify the Non-Federal Sponsors in writing of such insufficiency of funds and of the date the Government projects that the Federal funds that will have been made available to the *Study* will be exhausted. Upon the exhaustion of Federal funds made available by the Government to the *Study*, future performance under this Agreement shall be suspended. Such suspension shall remain in effect until such time that the Government notifies the Non-Federal Sponsors in writing that sufficient Federal funds are available to meet the Federal share of *total study costs* the Government projects to be incurred through the then-current or upcoming *fiscal year*, or the Government or the Non-Federal Sponsors elects to terminate this Agreement.

D. In the event that one or more of the Non-Federal Sponsors elects to terminate its responsibilities under this Agreement, and the remaining Non-Federal Sponsor(s) elects to continue to participate in the *Study*, the Government shall negotiate in good faith with the remaining Non-Federal Sponsor(s) to effect a timely and productive conclusion to that portion of the *Study* pertaining to the area of statutory authority applicable for the remaining Non-Federal Sponsor(s). The Government shall prepare a revised *PMP* and revised estimate of *total study costs* to complete that portion of the *Study* of interest to the remaining Non-Federal Sponsor(s). If the remaining Non-Federal Sponsor(s) elects to complete the *Study*, this Agreement shall be amended to reflect the negotiated revisions to the scope of the *Study* defined in Article I.A. of this Agreement and the estimate of *total study costs* in Article IV.A.1. of this Agreement. Amendments to this Agreement made pursuant to this paragraph shall reflect credits for the contribution of funds and *non-Federal in-kind contributions* provided previously by all of the *Study* sponsors and shall reflect task reductions made as a result of withdrawal of any *Study* sponsor.

E. In the event that this Agreement is terminated pursuant to this Article, the parties shall conclude their activities relating to the *Study* and conduct an accounting in accordance with Article IV.C. of this Agreement. To provide for this eventuality, the Government may reserve a percentage of total Federal funds made available for the *Study* and an equal percentage of the total funds contributed by the Non-Federal Sponsors in accordance with Article II.C.1.b. of this Agreement as a contingency to pay costs of termination, including any costs of resolution of contract claims and contract modifications. Upon termination of this Agreement, all data and information generated as part of the *Study* shall be made available to the parties to the Agreement.

F. Any termination of this Agreement or suspension of future performance under this Agreement in accordance with this Article shall not relieve the parties of liability for any obligation previously incurred. Any delinquent payment owed by the Non-Federal Sponsors 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 X - 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 delivered personally or sent by telegram or mailed by first-class, registered, or certified mail, as follows:

If to the Non-Federal Sponsors:

Central Valley Flood Protection Board
Executive Officer
3310 El Camino Avenue, Room 151
Sacramento, CA 95821

City of Woodland
City Manager
300 First Street
Woodland, CA 95695

If to the Government:

U.S. Army Corps of Engineers
District Engineer
Sacramento District
1325 J Street
Sacramento, CA 95814-2922

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 XI - 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 XII - 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 party to this Agreement.

ARTICLE XIII – OBLIGATIONS OF FUTURE APPROPRIATIONS

A. Nothing herein shall constitute, nor be deemed to constitute, an obligation of future appropriations by the Legislature of the State of California, where creating such an obligation would be inconsistent with Article XVI, Section 1 of the Constitution of the State of California.

B. The Non-Federal Sponsors intend to fulfill their obligations under this Agreement. The Non-Federal Sponsors shall include in their budget request or otherwise propose appropriations of funds in amounts sufficient to fulfill these obligations for that year and shall use all reasonable and lawful means to secure those appropriations. The Non-Federal Sponsors reasonably believe that funds in amounts sufficient to fulfill these obligations lawfully can and will be appropriated and made available for this purpose. In the event funds are not appropriated in amounts sufficient to fulfill these obligations, the Non-Federal Sponsors shall use their best efforts to satisfy any requirements for payments or contributions of funds under this Agreement from any other source of funds legally available for this purpose. Further, if the Non-Federal Sponsors are unable to fulfill these obligations, the Government may exercise any legal rights it has to protect the Government’s interests related 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 Assistant Secretary of the Army (Civil Works).

DEPARTMENT OF THE ARMY

STATE OF CALIFORNIA

BY: _____
Andrew B. Kiger, P.E.
Lieutenant Colonel, U.S. Army
District Engineer

BY: _____
Benjamin Carter
President
Central Valley Flood Protection
Board

DATE: _____

DATE: _____

CITY OF WOODLAND

BY: _____
Mark G. Deven
City Manager

DATE: _____

CERTIFICATE OF AUTHORITY

I, Jeremy Goldberg, do hereby certify that I am the principal legal officer of the State of California, Central Valley Flood Protection Board for this project, that the State of California, Central Valley Flood Protection Board 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 State of California, Central Valley Flood Protection Board in connection with the feasibility study for the Lower Cache Creek, Yolo County, Woodland Area, California General Investigation Feasibility Study, and to pay damages, if necessary, in the event of the failure to perform in accordance with the terms of this Agreement and that the persons who have executed this Agreement on behalf of the State of California, Central Valley Flood Protection Board have acted within their statutory authority.

IN WITNESS WHEREOF, I have made and executed this certification this _____ day of _____, 20__.

Jeremy Goldberg
Legal Counsel

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.

BY: _____
Benjamin Carter
President
Central Valley Flood Protection Board

DATE: _____

CERTIFICATE OF AUTHORITY

I, Andrew Morris, do hereby certify that I am the principal legal officer of the City of Woodland, that the City of Woodland 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 City of Woodland in connection with the feasibility study for the Lower Cache Creek, Yolo County, Woodland Area, California General Investigation Feasibility Study, and to pay damages, if necessary, in the event of the failure to perform in accordance with the terms of this Agreement and that the persons who have executed this Agreement on behalf of the City of Woodland have acted within their statutory authority.

IN WITNESS WHEREOF, I have made and executed this certification this _____ day of _____ 20_____.

Andrew Morris
Legal Counsel

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.

BY: _____
Mark G. Deven
Woodland City Manager

DATE: _____

LOCAL FEASIBILITY COST SHARING AGREEMENT
BETWEEN
THE CENTRAL VALLEY FLOOD PROTECTION BOARD
AND THE
CITY OF WOODLAND
FOR THE
LOWER CACHE CREEK, YOLO COUNTY, WOODLAND AREA, CALIFORNIA
GENERAL INVESTIGATION FEASIBILITY STUDY

This AGREEMENT is made and entered into this _____ day of _____, 2011, by and between The State of California, acting through the Central Valley Flood Protection Board (hereinafter the Board) and the City of Woodland.

RECITALS:

WHEREAS, the U.S. Army Corps of Engineers (USACE) is authorized to conduct a General Investigation Feasibility Study (Study) of flood protection alternatives for the City of Woodland and adjacent unincorporated areas in Yolo County, pursuant to Section 209 of the Flood Control Act of 1962, Public Law 87-874, and the California Water Code Sections 8615; and

WHEREAS, Water Code section 8615 authorizes the Board to participate in the Study; and

WHEREAS, the Board and the City of Woodland are authorized and empowered under their organizing acts and other state laws to participate in, fund, and carry out flood control activities; and

WHEREAS, the Board concurrent with this AGREEMENT is entering into a Feasibility Cost Sharing Agreement titled "Agreement Between the Department of the Army and State of California and City of Woodland for the Lower Cache Creek, Yolo County, Woodland Area, California General Investigation Feasibility Study" (FCSA), to be completed in accordance with the Project Management Plan (PMP) dated April 2010; and

WHEREAS, in June 1994, the USACE finished the Westside Tributaries of the Yolo Bypass Reconnaissance Report which identified federal interest in pursuing feasibility-phase studies of flood control improvements along Cache Creek; and

WHEREAS, the Lower Cache Creek, Yolo County, Woodland Area, California General Investigation Feasibility Study began in 2000 and was abandoned in 2003; and

WHEREAS, the January 20, 2000 Feasibility Cost Sharing Agreement Between the Department of the Army and the Reclamation Board for the Lower Cache Creek, Yolo County, Woodland Area, California General Investigation Feasibility Study and the January 18, 2000 Local Feasibility Cost Sharing Agreement for the Lower Cache Creek, Yolo County, Woodland Area, California General Investigation Feasibility Study have expired; and

WHEREAS, in 2009 the USACE and the City of Woodland have expressed their intention to seek funding to reformulate alternatives for a new Lower Cache Creek, Yolo County, Woodland Area, California General Investigation Feasibility Study (LCCFS); and

WHEREAS, on August 6, 2010, the City of Woodland approved a Letter of Intent to become a Non-Federal Sponsor for the LCCFS; and

WHEREAS, on August 26, 2010, the Board approved a Letter of Intent to become a non-federal sponsor for the LCCFS; and

WHEREAS, the Board desires to become a party to the FCSA as a Non-Federal Sponsor, and the City of Woodland and USACE desire the Board to become a party to the FCSA; and

WHEREAS, the Board and the City of Woodland have agreed to be responsible for the functions of the Non-Federal Sponsors under the FCSA and have agreed to the terms of the Study and a maximum contribution described in the FCSA; and

WHEREAS, the Board and the City of Woodland desire to specify their respective contributions and other obligations during the term of the Study.

NOW, THEREFORE, the Board and the City of Woodland agree as follows:

1. Feasibility Cost Sharing Agreement. A copy of the FCSA is attached hereto as Exhibit A and incorporated by this reference. This AGREEMENT shall be subject to all applicable provisions of the FCSA and subsequent FCSA amendments.
2. Study Sponsor. The Board and the City of Woodland have agreed to perform the functions of the Non-Federal Sponsor as stated in the FCSA.
3. Study Activities. Participation by the Board and the City of Woodland in the Study is limited to the activities described in the PMP.
4. Local Cost-Sharing.

A. Contributions.

- 1) The Board and the City of Woodland agree that their contributions to the Study costs shall be as follows:

Table 1

Non-Federal Sponsor	Percent (Total Study)
Board	25
City of Woodland	25
Total	50

All or a portion of each of the respective contributions of the City of Woodland and the Board toward the Study costs may be either cash or In-Kind Services as defined in the FCSA. The City of Woodland's In-Kind Services shall be subject to the requirements of the FCSA and may only be used as contributions after approval has been obtained from the USACE.

- 2) Cash contributed and/or authorized work performed by the City of Woodland or their consultants prior to this AGREEMENT may only be used as contributions after approval has been obtained from the USACE.
 - 3) At such time as the USACE notifies the Board and the City of Woodland that payments are due under the FCSA, the Board and the City of Woodland shall each pay or contribute their respective shares directly to the USACE consistent with the FCSA. Checks shall be made payable to the Finance and Accounting Officer, USAED, Sacramento District, 1325 J Street, California 95814. The City of Woodland shall provide notification of payment to the Board, and the Board shall provide notification of payment to the City of Woodland.
 - 4) Each party to this AGREEMENT shall be obligated only for the percentage shown in Table 1 above unless this AGREEMENT is amended in writing and signed by both parties.
 - 5) In the event that the Board does not secure any or all of the Board's share of Study costs during the term of this Agreement, City of Woodland may, in its sole discretion, temporarily advance funds and/or In-Kind Services to cover the shortfall including the cost of any In-Kind Services. Alternatively, the City of Woodland may decide to terminate the FCSA and this AGREEMENT pursuant to paragraph 8. The Board shall diligently pursue securing its share of such Study costs and, when secured, fund the non-federal share until such advance by the City of Woodland is covered, without interest thereon. In lieu of funding the non-federal share as described above, the Board, in its sole discretion, may opt to repay the City of Woodland for any such advance in whole or in part; in the event the Board opts to make a partial repayment, the Board shall cover the balance due by funding the non-federal share until the City of Woodland's advance is recovered, without interest thereon.
- B. Final Accounting. The Board shall prepare and submit to the City of Woodland a final accounting of the expenses and revenues of the Study at or prior to termination of the FCSA. At such time, any cash surplus remaining from the cash contributions provided for in Paragraph 4.A.4 shall be credited and returned to the Board and the City of Woodland in proportion to their respective cash contributions added to their In-Kind Services contributions. It is understood in making such final accounting that any cash payments to the USACE shall be deemed to have been made first from the principal of the cash contributions, and then from the earned interest only if the principal has

- been exhausted. Any earned interest remaining at the time of the final accounting shall be credited and returned to the Board and the City of Woodland pro-rated according to the time the respective cash contributions were on deposit with the State's cash investment pool.
5. Disputes: The City of Woodland and the Board shall continue with their responsibilities under this AGREEMENT during any dispute, subject to the parties' respective rights to terminate or suspend the FCSA and this Agreement pursuant to paragraph 8 herein.
 6. Records and Reports.
 - A. The Board shall coordinate with the USACE in the maintenance of adequate records of the expenses and revenues of the Study, and such records shall be available for inspection and audit by the designated representatives of the City of Woodland within 14 days of any such records being compiled.
 - B. The City of Woodland shall maintain adequate records of expenses and such records shall be available for inspection and audit by the Board throughout the life of this AGREEMENT and for a period of ten years after the termination of this AGREEMENT.
 - C. The Board shall furnish the City of Woodland with copies of any financial or progress reports received from the USACE within 14 days of receipt of such by the Board.
 - D. Upon completion of the Study, the Board shall furnish the City of Woodland two copies of the USACE Study within 14 days of receipt of such by the Board.
 7. Designated Representative. The designated representative by the Board for administration of this AGREEMENT shall be the Executive Officer of the Central Valley Flood Protection Board. The designated representative for the City of Woodland for this AGREEMENT shall be the City Manager. The City of Woodland may change its designated representative at any time, and shall notify the Board in writing of any such change.
 8. Term of Agreement. The term of this AGREEMENT shall be co-extensive with the term of the FCSA. For good cause, the City of Woodland or the Board may exercise their independent rights, under the FCSA, to terminate or suspend the FCSA. "Good Cause" includes but is not limited to either of the parties' inability to renegotiate the provisions of this AGREEMENT that are affected by any changes to the Final FCSA, the Board's inability to secure the balance of its share of Study cost, and the City of Woodland's inability to appropriate necessary funding for its share of the Study cost (subject, however, to the provisions of Section 4.A.5 hereof). If the FCSA is terminated, this AGREEMENT shall be deemed terminated as of the effective date of the FCSA termination. Upon

termination of this AGREEMENT, all data and information generated as part of the Study shall be made available to both parties.

9. Severability Clause. If any provision of this AGREEMENT is held invalid or unenforceable by any court of final jurisdiction, it is the intent of the parties that all other provisions of this AGREEMENT be construed to remain fully valid, enforceable and binding on the parties.

10. Notice. Any notice or other communication required under this AGREEMENT shall be in writing and shall be delivered in person to the other party or parties or deposited in the United States mail, postage prepaid, addressed to the other party or parties at the following addresses:

Jay Punia, Executive Officer (916) 574-0609
The Central Valley Flood Protection Board
3310 El Camino Avenue, Room 151
Sacramento, CA 95821

Mark G. Deven, Woodland City Manager (530) 661-5800
City of Woodland
300 First Street
Woodland, CA 95695

11. Successors and Assigns. This AGREEMENT shall be binding upon the successors and assigns of the respective parties.

12. Obligation of Future Appropriations. Nothing herein shall constitute nor be deemed to constitute an obligation of future appropriations by the Legislature of the State of California.

13. Independent Contractor: The City of Woodland, and its agents and employees, in the performance of this AGREEMENT, shall act in an independent capacity and not as officers or employees or agents of the State.

14. Non-Discrimination Clause: During the performance of this AGREEMENT, neither the Board nor the City of Woodland and its subcontractors shall unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. The City of Woodland and its subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. The City of Woodland and its subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are

incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full. The City of Woodland and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

The City of Woodland and the Board shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the AGREEMENT.

15. Child Support Compliance Act: For any Agreement in excess of \$100,000, the City of Woodland acknowledges in accordance with Public Contract Code 7110, that:
 - A. The City of Woodland 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 Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
 - B. The City of Woodland, 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.
16. Department of General Services Approval. This AGREEMENT shall not be effective until approval by the Department of General Services has occurred.

IN WITNESS WHEREOF, this AGREEMENT has been executed as of the day and year first above written.

THE CENTRAL VALLEY
FLOOD PROTECTION BOARD
STATE OF CALIFORNIA

APPROVED AS TO LEGAL FORM
AND SUFFICIENCY:

By _____
Benjamin F. Carter, President

By _____
Jeremy D. Goldberg, Legal Counsel

Date: _____

Date: _____

THE CITY OF WOODLAND

APPROVED AS TO LEGAL FORM
AND SUFFICIENCY:

By _____
Mark G. Deven
City Manager

By _____
Andrew Morris
Attorney for the City of Woodland

Date: _____

Date: _____