

**Meeting of the Central Valley Flood Protection Board  
August 28, 2015**

**Staff Report**

**Letter of Support for the Project Described in the West Sacramento  
General Re-evaluation Report**

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**1.0 ITEM**

Consider approval of Resolution No. 2015-13 to:

1. Approves a Letter of Support, from the Central Valley Flood Protection Board to the U.S. Army Corps of Engineers, to serve as the non-Federal Sponsor for the improvements described in the General Reevaluation Report for the West Sacramento Project.
2. Delegates to the Executive Officer the authority to sign the Letter of Support in substantially the form attached hereto.

**2.0 SPONSORS**

Federal: U.S. Army Corps of Engineers (USACE)  
State: The Central Valley Flood Protection Board (Board)  
Local: West Sacramento Area Flood Control Agency (WSAFCA)

**3.0 LOCATION**

The City of West Sacramento is located directly across the Sacramento River from the City of Sacramento, the State's Capitol. The study area is almost completely bound by existing floodways and levees: the Yolo Bypass to the west, the Sacramento Bypass to the north, and the Sacramento River to the east. Further, the City is bifurcated by the Sacramento River Deep Water Ship Channel (DWSC) and Barge Canal. The associated levee system currently protecting the study area includes nearly 50 miles of levees in Reclamation District (RD) 900, RD 537, Maintenance Area 4, and along the DWSC and Barge Canal. (see Attachment A, Location Map).

**4.0 PROJECT DESCRIPTION:**

The primary goal of the West Sacramento General Re-evaluation Report (West Sac – GRR) is to identify flood risk management problems within the city of West Sacramento, analyze potential solutions to those problems, and recommend a plan that satisfies the U.S. Army Corps of Engineers' (USACE) National Economic Development (NED) planning process and meets the intentions of the Central Valley Flood Protection Plan. The GRR will focus on reducing flood risk to private and public property of the urban areas, and the State infrastructure within. The resulting federally recommended project will be in accordance with State and Federal levee design criteria and environmental

law. A joint Environmental Impact Report/Environmental Impact Statement under California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) has been prepared with the GRR.

## **5.0 PROJECT BACKGROUND**

WSAFCA and USACE entered into a partnership agreement for the West Sacramento General Reevaluation Report Feasibility Cost-Share Agreement on March 26, 2009, and the State was added to this agreement on November 3, 2010. The primary objective of the GRR is to determine the extent of Federal interest in reducing the flood risk within the West Sacramento area. The elements included in the GRR are: hydraulic and hydrology studies; geotechnical analysis; environmental documentation; benefit-cost economic analysis; cultural resources studies; cost estimating and value engineering; and public involvement and outreach. Once the Chief's Report is finalized, it will be used to acquire Congressional authorization and appropriations for the remaining West Sacramento Levee Improvement Projects. WSAFCA and DWR will work with USACE in taking into account the existing WSAFCA EIP Projects to make sure that DWR and WSAFCA receive any available Federal credits for future flood risk reduction projects in the study area.

### **5.1 ESTIMATED COSTS:**

USACE currently estimates the total cost of the GRR to be \$8.57 million. Under the Feasibility Cost Share Agreement (FCSA) for the GRR the Non-federal cost is \$4.285 million.

### **5.2 COST ALLOCATION:**

The total current estimated GRR cost includes costs for creditable work that will be performed by the Non-federal Sponsors. The LFCSA has established a 50/50 cost share between WSAFCA and the Board for the \$8.57 million non-federal share of the FCSA. The Board and WSAFCA will each be responsible for the estimated \$4.285 million in non-federal contribution. The non-federal sponsors have contributed their responsible cost shares for completion of the Report.

### **5.3 PROJECT BENEFITS**

The primary benefits of completing the GRR are:

- Risk reduction delivered in a timely manner which considers potential funding and agency coordination constraints
- Systemwide improvements which are in accordance with State policy and engineering guidance.
- Establishes a partnership with USACE which allows necessary coordination of State flood risk management goals outlined in the Central Valley Flood Protection Plan.

## **6.0 STAFF ANALYSIS**

The Recommended Plan for the GRR is the National Economic Development (NED) Plan. This includes the construction of fix-in-place levee remediation measures to address seepage, slope stability, and erosion, concerns identified for the Sacramento River Levee, the Deep Water Ship Channel, and the Barge Canal. It also includes a new setback levee in the Southport portion of the basin.

To maintain the current schedule for approving the GRR, WSAFCA and the Board's willingness to serve as the non-federal sponsors for the project outlined in the GRR should be promptly communicated to the Corps. The State is the non-Federal sponsor of the West Sacramento Project and will be expected to provide the required assurances of non-Federal cooperation if Congress decides to approve the plan. The State's willingness to provide these assurances needs to be communicated in a timely way to the USACE. This action is dependent upon the Boards approval.

## **7.0 AUTHORIZATIONS**

Federal: WRDA 1992 (P.L. 102-580), Sec. 101-4; EWDA of 1999 (P.L. 105-245), and EWDA 2010 (P.L. 111-85), Sec. 118.

State: California Water Code Sections 8615, 12670.2 and 12670.3

## **8.0 STAFF RECOMMENDATION**

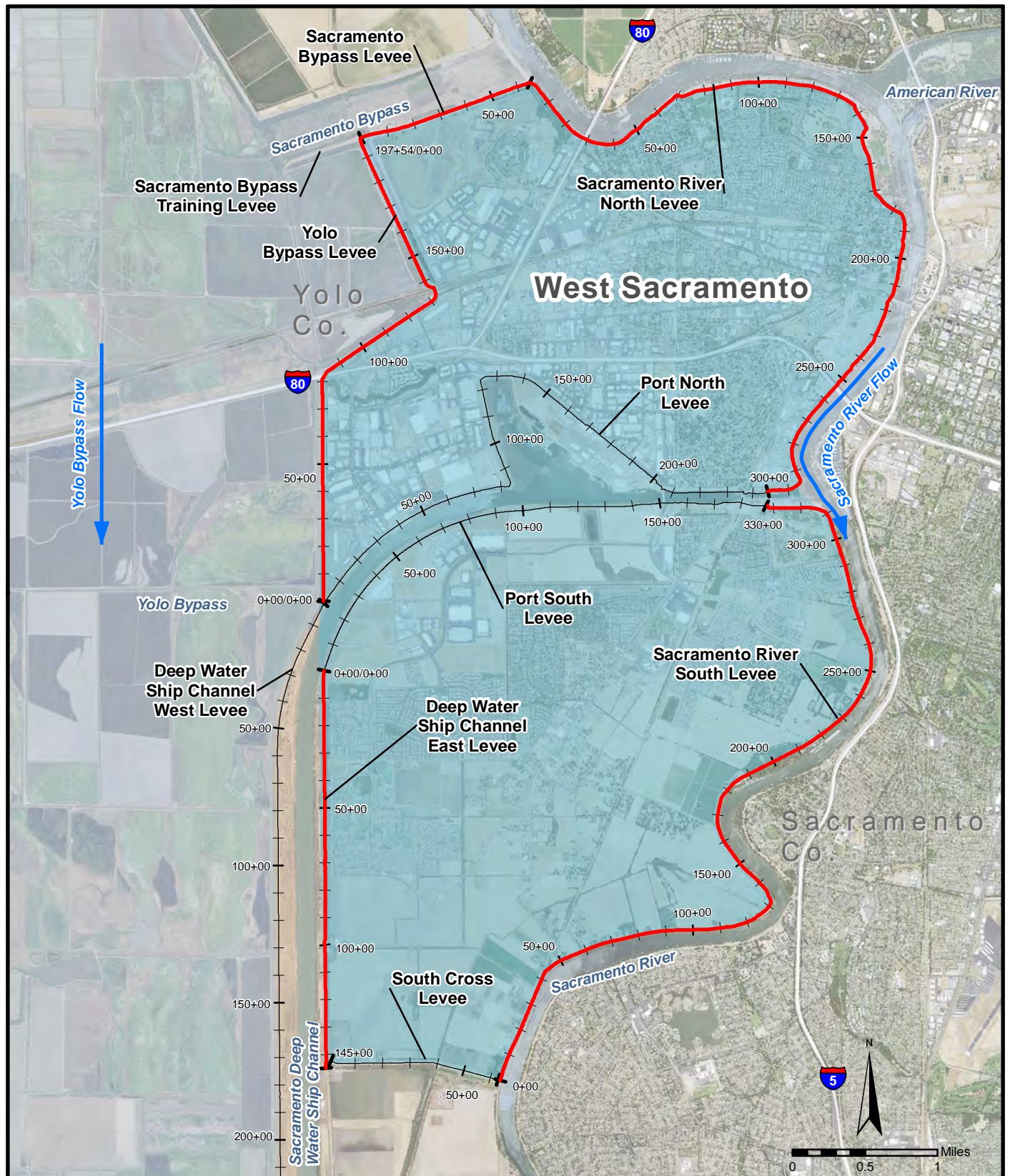
Consider approval of Resolution No. 2015-13 to:

1. Approves a Letter of Support, from the Central Valley Flood Protection Board to the U.S. Army Corps of Engineers, to serve as the non-Federal Sponsor for the improvements described in the General Reevaluation Report for the West Sacramento Project.
2. Delegates to the Executive Officer the authority to sign the Letter of Support in substantially the form attached hereto.

## **9.0 LIST OF ATTACHMENTS**

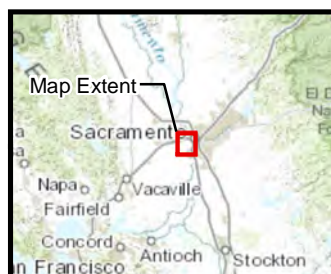
- A. Location Maps
- B. Resolution 2015-13
- C. Draft Letter of Support
- D. Current Feasibility Cost Share Agreement (FCSA)
- E. Current Local Feasibility Cost Share Agreement (LFCSA)
- F. PowerPoint Presentation\*

Attachments in development to be presented at the August 28, 2015 Board Meeting



### Legend

- Project Levees
- Non-Project Levees
- Floodways
- West Sacramento Project Area



**WEST SACRAMENTO GRR  
WEST SACRAMENTO, CALIFORNIA**

### STUDY AREA

**U.S. ARMY CORPS OF ENGINEERS  
SACRAMENTO DISTRICT**



STATE OF CALIFORNIA  
THE RESOURCES AGENCY  
CENTRAL VALLEY FLOOD PROTECTION BOARD

RESOLUTION NO. 2015-13

RESOLUTION APPROVING A LETTER OF SUPPORT  
BE SENT TO THE U.S. ARMY CORPS OF ENGINEERS  
INDICATING THE CENTRAL VALLEY FLOOD PROTECTION BOARD'S  
SUPPORT  
FOR THE PROJECT DESCRIBED  
IN THE GENERAL REEVALUATION REPORT

**WHEREAS**, the West Sacramento Area Flood Control Agency (WSAFCA) and the Central Valley Flood Protection Board (Board) are the non-Federal Sponsors of the West Sacramento Project and are cooperating with the U.S. Army Corps of Engineers (USACE) in preparing a general reevaluation report which will recommend a significant expansion of the project along the Sacramento Rivers and their tributaries; and

**WHEREAS**, construction along the Sacramento River, authorized by the Water Resources Development Act (WRDA) of 1992 has been underway since 1998 under the Department of Water Resources (DWR) Early Implementation Program (EIP) project since 2007; and

**WHEREAS**, WSAFCA intends to initiate additional levee improvement projects to the Water Resources Development Act (WRDA) authorization along the Sacramento River through the State Urban Flood Risk Reduction (UFRR) Program to achieve the minimum federal 100-year and State 200-year level of flood protection for urban areas in the region; and

**WHEREAS**, in addition to the completed GRR, USACE is requesting a Letter of Support expressing the Board's intent to serve as a non-Federal Sponsor of the project described in the GRR; and

**WHEREAS**, on xxx, WSAFCA passed Resolution 2015-XXX expressing their intent to serve as a local sponsor of the project described in the GRR; and

**WHEREAS**, Board participation is authorized under Water Code section 12670.12.

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

1. Approves a Letter of Support, from the Central Valley Flood Protection Board to the U.S. Army Corps of Engineers, to serve as the non-Federal Sponsor for the improvements described in the General Reevaluation Report for the West Sacramento Project.
2. Delegates to the Executive Officer the authority to sign the Letter of Support in substantially the form attached hereto.

BY: \_\_\_\_\_ Date: \_\_\_\_\_  
William H. Edgar  
President

BY: \_\_\_\_\_ Date: \_\_\_\_\_  
Board Secretary

Approved as to Legal Form and Sufficiency

\_\_\_\_\_  
Robin Brewer  
Staff Counsel

**CENTRAL VALLEY FLOOD PROTECTION BOARD**

3310 El Camino Ave., Rm. 151  
SACRAMENTO, CA 95821  
(916) 574-0609 FAX: (916) 574-0682  
PERMITS: (916) 574-2380 FAX: (916) 574-0682



August 11, 2015

Colonel Michael Farrell  
District Engineer  
Sacramento District  
U.S. Army Corps of Engineers  
1325 J Street, Room 902  
Sacramento, California 95814

Letter of Intent for the West Sacramento General Reevaluation Report (West Sac GRR)

Dear Colonel Farrell:

With this Letter of Intent, the Central Valley Flood Protection Board (Board) confirms its intent to participate with the U.S. Army Corps of Engineers (USACE) as a non-federal sponsor with the West Sacramento Flood Control Agency (WSAFCA) on the project described in the West Sac GRR currently being prepared.

The Board conditionally supports this proposed Federal Authorization, which intends to reduce the flood risk along the Sacramento River and around the West Sacramento Basin in Yolo County.

The Board approved this Letter of Intent at its XXXXXXXX meeting. WSAFCA has also confirmed their support and intent to participate as a local non-federal sponsor by way of a resolution, which was approved by WSAFCA's Board on XXXXXXXX (attached)

Please note that this Letter of intent is not an obligation of future appropriations of State funds by the State Legislature. We look forward to working with the USACE and WSAFCA on this critically important project.

If you have any questions, I can be reached at (916) 574-0918 or your staff may contact Kelly Fucciolo, Chief of Flood Risk Reduction Projects Branch, Section B, at (916) 574-0918 or Kelly.Fucciolo@water.ca.gov.

Sincerely,

Leslie M. Gallagher  
Acting Executive Officer

cc: (see attached list)

Colonel Michael J. Farrell

August 11, 2015

Page 2

cc: Bryon L. Lake  
Project Manager  
U.S. Army Corps of Engineers  
1325 J Street  
Sacramento, California 95814

Department Of Water Resources  
Division of Flood Management

Eric S. Koch, Chief  
Flood Projects Office

Michael Sabbaghian, Chief  
Flood Risk Reduction Projects Branch  
Flood Projects Office

Kelly Fucciolo, Chief  
Flood Risk Reduction Projects Branch  
Section B



AMENDMENT NUMBER 1  
TO THE  
AGREEMENT  
BETWEEN  
THE DEPARTMENT OF THE ARMY  
AND  
THE WEST SACRAMENTO AREA FLOOD CONTROL AGENCY  
FOR THE  
WEST SACRAMENTO, CALIFORNIA PROJECT  
GENERAL REEVALUATION REPORT

THIS AMENDMENT is entered into this 26<sup>th</sup> day of July, 2010, by and between the Department of the Army (hereinafter the "Government"), represented by the U.S Army Engineer, Sacramento District and the West Sacramento Area Flood Control Agency (hereinafter "WSAFCA"), represented by its Board President and the State of California (hereinafter the "State"), represented by the President of the Central Valley Flood Protection Board (hereinafter WSAFCA and the State are referred to collectively as the "Non-Federal Sponsors").

WITNESSETH, THAT:

WHEREAS, construction of the West Sacramento, California Project (authorized as Sacramento Metro Area, California) at West Sacramento, CA, was authorized by Section 101(4) of the Water Resources Development Act of 1992, Public Law 102-580, and the Energy and Water Development Appropriations Act of 1999, Public Law 105-245;

WHEREAS, due to changed conditions or assumptions, the U.S. Army Corps of Engineers determined that a feasibility study should be undertaken to reevaluate the authorized project, using current planning criteria and policies, to determine if the plan for the authorized project should be modified;

WHEREAS, the Government and WSAFCA entered into an Agreement on March 26, 2009 (hereinafter referred to as the "Agreement") to conduct such feasibility study (hereinafter the "Study" as defined in Article I.A. of the Agreement);

WHEREAS, the Government and the Non-Federal Sponsors desire to amend the Agreement for the purpose of adding the State as a Non-Federal Sponsor;

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 Amendment, 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 to amend the Agreement as follows:

1. TITLE

The title of the Agreement is amended by inserting "AND THE STATE OF CALIFORNIA" after "THE WEST SACRAMENTO AREA FLOOD CONTROL AGENCY" and before "FOR THE".

2. AGREEMENT

a. The Agreement is amended by adding the State of California, represented by the President of the Central Valley Flood Protection Board, as a Non-Federal Sponsor.

b. The Agreement is amended throughout by striking "Non-Federal Sponsor" and replacing it with "Non-Federal Sponsors" and striking "Non-Federal Sponsor's" and replacing it with "Non-Federal Sponsors". All necessary grammatical changes to reflect the plural "Non-Federal Sponsors" are also made.

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

Paragraph A.8. is amended by striking "Article IX.D." and replacing it with "Article IX.E."

4. ARTICLE IX - TERMINATION OR SUSPENSION

Article IX is amended by inserting the following paragraph D. after paragraph C. and re-lettering the subsequent paragraphs:

"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."

## 5. ARTICLE X - NOTICES

Paragraph A. is amended by striking

"Board President  
West Sacramento Area Flood Control Agency (WSAFCA)  
P.O. Box 673  
West Sacramento, CA 95691"

and replacing it with the following:

"Board President  
West Sacramento Area Flood Control Agency (WSAFCA)  
P.O. Box 673  
West Sacramento, CA 95691"

President  
Central Valley Flood Protection Board,  
3310 El Camino Ave., Room LL40  
Sacramento, CA 95821"

## 6. ARTICLE XIII - OBLIGATIONS OF FUTURE APPROPRIATIONS

The Agreement is amended by adding the following Article XIII after Article XII and before the last paragraph.

### "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."

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

IN WITNESS WHEREOF, the parties hereto have executed this Amendment Number 1 to the Agreement, which shall become effective upon the date it is signed by the District Engineer.

DEPARTMENT OF THE ARMY

WEST SACRAMENTO AREA FLOOD  
CONTROL AGENCY

BY:



Thomas C. Chapman  
Colonel, Corps of Engineers  
District Engineer

BY:



William E. Denton  
Board President

DATE:

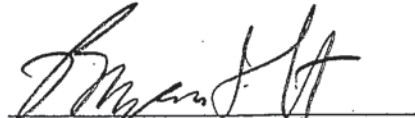
26 Jul '10

DATE:

July 1, 2010

STATE OF CALIFORNIA,  
CENTRAL VALLEY FLOOD  
PROTECTION BOARD

BY:



Benjamin F. Carter  
President

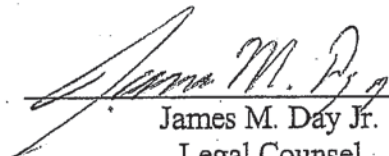
DATE:

7/6/10

## CERTIFICATE OF AUTHORITY

I, James M. Day Jr., do hereby certify that I am the principal legal officer of the West Sacramento Area Flood Control Agency, that the West Sacramento Area Flood Control Agency is a legally constituted public body with full authority and legal capability to perform the terms of the Amendment Number 1 to the Agreement between the Department of the Army and the West Sacramento Area Flood Control Agency in connection with the feasibility study for the West Sacramento, California 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 Amendment Number 1 to the Agreement and that the persons who have executed this Amendment Number 1 to the Agreement on behalf of the West Sacramento Area Flood Control Agency have acted within their statutory authority.

IN WITNESS WHEREOF, I have made and executed this certification this  
1<sup>st</sup> day of July, 2010.

  
\_\_\_\_\_  
James M. Day Jr.  
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: William E. Denton  
William E. Denton  
Board President  
West Sacramento Area Flood Control Agency

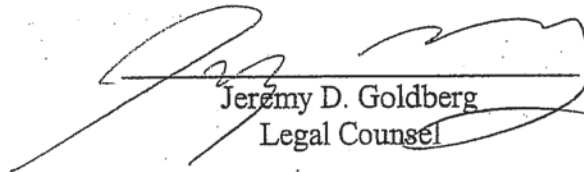
DATE: July 1, 2010



## CERTIFICATE OF AUTHORITY

I, Jeremy D. Goldberg, do hereby certify that I am the principal legal officer of the State of California, Central Valley Flood Protection Board, 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 Amendment Number 1 to 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 West Sacramento, California 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 Amendment Number 1 to the Agreement and that the persons who have executed this Amendment Number 1 to the 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  
2nd day of July, 2010.



Jeremy D. Goldberg  
Legal Counsel

CERTIFICATION REGARDING LOBBYING  
CENTRAL VALLEY FLOOD PROTECTION BOARD

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

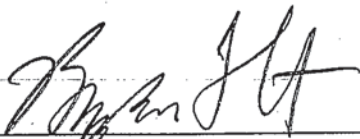
(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection 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 F. Carter, President  
State of California,  
Central Valley Flood Protection Board

DATE: \_\_\_\_\_

7/6/10

AMENDMENT NUMBER 2  
TO THE  
FEASIBILITY COST SHARING AGREEMENT  
BETWEEN  
THE DEPARTMENT OF THE ARMY  
AND  
THE WEST SACRAMENTO AREA FLOOD CONTROL AGENCY  
AND  
THE STATE OF CALIFORNIA  
FOR THE  
WEST SACRAMENTO, CALIFORNIA PROJECT GENERAL REEVALUATION  
REPORT

THIS AMENDMENT is entered into this 4<sup>th</sup> day of September, 2014, by and between the Department of the Army (hereinafter the "Government"), represented by the U.S. Army Engineer, Sacramento District and the West Sacramento Area Flood Control Agency (hereinafter "WSAFCA"), represented by its Board President, and the State of California (hereinafter the "State"), represented by the President of the Central Valley Flood Protection Board (hereinafter referred to collectively as the "Non-Federal Sponsors").

WITNESSETH, THAT:

WHEREAS, construction of the West Sacramento, California Project (authorized as Sacramento Metro Area, California) at West Sacramento, CA, was authorized by Section 101(4) of the Water Resources Development Act of 1992, Public Law 102-580, and the Energy and Water Development Appropriations Act of 1999, Public Law 105-245;

WHEREAS, due to changed conditions or assumptions, the U.S. Army Corps of Engineers determined that a feasibility study should be undertaken to reevaluate the authorized project, using current planning criteria and policies, to determine if the plan for the authorized project should be modified;

WHEREAS, the Government and WSAFCA entered into an Agreement on March 26, 2009 (hereinafter referred to as the "Agreement") to conduct such feasibility study (hereinafter the "Study" as defined in Article I.A. of the Agreement);

WHEREAS, the Government, WSAFCA, and the State entered into Amendment 1 to the Agreement on July 26, 2010, for the purpose of adding the State as a Non-Federal Sponsor;

WHEREAS, the Government and the Non-Federal Sponsors desire to amend the Agreement to increase the total study costs related to performance of the Study.

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

1. ARTICLE IV – METHOD OF PAYMENT

Article IV is amended by the following changes:


Paragraph A.1. is amended by replacing the amount "\$5,700,000" with "\$7,800,000"; the amount "\$2,850,000" with "\$3,900,000"; the amount "\$2,850,000" with "\$1,525,000"; and the amount "\$1,700,000" with "\$1,525,000" and the amount "\$1,150,000" with "\$2,375,000".


2. All other terms and conditions contained in the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this amendment to the Agreement, which shall become effective upon the date it is signed by the authorized representative of the Government.

DEPARTMENT OF THE ARMY

WEST SACRAMENTO AREA FLOOD  
CONTROL AGENCY


BY:   
Michael J. Farrell  
Colonel, U.S. Army  
District Commander

BY:   
William E. Denton  
President  
West Sacramento Area Flood  
Control Agency

DATE: 4 SEP 2014

DATE: 8-14-2014

STATE OF CALIFORNIA

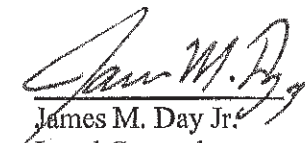
BY:   
William H. Edgar  
President  
Central Valley Flood Protection  
Board

DATE: 8-26-2014

CERTIFICATE OF AUTHORITY

I, James M. Day Jr., do hereby certify that I am the principal legal officer of the West Sacramento Area Flood Control Agency, that the West Sacramento Area Flood Control Agency is a legally constituted public body with full authority and legal capability to perform the terms of Amendment Number 2 to the Agreement Between The Department of The Army, The State of California and the West Sacramento Area Flood Control Agency in connection with the West Sacramento, California 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 Amendment Number 2 to the Agreement, and that the persons who have executed this Amendment Number 2 on behalf of the West Sacramento Area Flood Control Agency have acted within their statutory authority.

IN WITNESS WHEREOF, I have made and executed this certification on this 14 day of August 2014.

  
James M. Day Jr.  
Legal Counsel

West Sacramento Area Flood Control Agency



## 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: 

William E. Denton, President

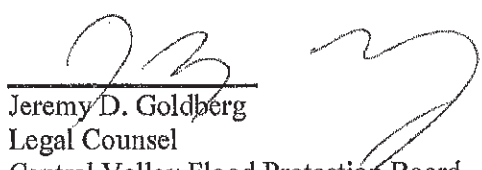
West Sacramento Area Flood Control Agency

DATE: 8-14-2014

## CERTIFICATE OF AUTHORITY

I, Jeremy D. Goldberg, do hereby certify that I am the principal legal officer of the Central Valley Flood Protection Board ("Board") for this project, acting on behalf of the State of California, that the Board is a legally constituted public body with full authority and legal capability to perform the terms of Amendment Number 2 to the Agreement Between The Department of The Army, The State of California and the Board, and the West Sacramento Area Flood Control Agency in connection with the West Sacramento, California 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 Amendment Number 2 to the Agreement, and that the persons who have executed this Amendment Number 2 on behalf of the State of California, acting by and through the Central Valley Flood Protection Board, have acted within their statutory authority.

IN WITNESS WHEREOF, I have made and executed this certification on this 29th day of August, 2014.

  
Jeremy D. Goldberg  
Legal Counsel  
Central Valley Flood Protection Board

## 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: William H. Edgar

William H. Edgar, President

Central Valley Flood Protection Board

DATE: 8-26-2014

AMENDMENT NUMBER 3  
TO THE  
FEASIBILITY COST SHARING AGREEMENT  
BETWEEN  
THE DEPARTMENT OF THE ARMY  
AND  
THE WEST SACRAMENTO AREA FLOOD CONTROL AGENCY  
AND  
THE STATE OF CALIFORNIA  
FOR THE  
WEST SACRAMENTO, CALIFORNIA PROJECT GENERAL REEVALUATION  
REPORT

THIS AMENDMENT is entered into this 20<sup>th</sup> day of March, 2015, by and between the Department of the Army (hereinafter the "Government"), represented by the U.S. Army Engineer, Sacramento District and the West Sacramento Area Flood Control Agency (hereinafter "WSAFCA"), represented by its Board President, and the State of California (hereinafter the "State"), represented by the President of the Central Valley Flood Protection Board (hereinafter referred to collectively as the "Non-Federal Sponsors").

WITNESSETH, THAT:

WHEREAS, construction of the West Sacramento, California Project (authorized as Sacramento Metro Area, California) at West Sacramento, CA, was authorized by Section 101(4) of the Water Resources Development Act of 1992, Public Law 102-580, and the Energy and Water Development Appropriations Act of 1999, Public Law 105-245;

WHEREAS, due to changed conditions or assumptions, the U.S. Army Corps of Engineers determined that a feasibility study should be undertaken to reevaluate the authorized project, using current planning criteria and policies, to determine if the plan for the authorized project should be modified;

WHEREAS, the Government and WSAFCA entered into an Agreement on March 26, 2009 (hereinafter referred to as the "Agreement") to conduct such feasibility study (hereinafter the "Study" as defined in Article I.A. of the Agreement);

WHEREAS, the Government, WSAFCA, and the State entered into Amendment 1 to the Agreement on July 26, 2010, for the purpose of adding the State as a Non-Federal Sponsor;

WHEREAS, the Government and the Non-Federal Sponsors entered into Amendment 2 to the Agreement on September 4, 2014, for the purpose of increasing the total study costs related to performance of the Study; and

WHEREAS, the Government and the Non-Federal Sponsors desire to amend the Agreement to increase the total study costs related to performance of the Study.

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

1. ARTICLE IV – METHOD OF PAYMENT


Article IV is amended by the following changes:

Paragraph A.1. is amended by replacing the amount “\$7,800,000” with “\$8,570,000”; the amount “\$3,900,000” with “\$4,285,000”; and the amount “\$2,375,000” with “\$2,760,000”.

2. All other terms and conditions contained in the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this amendment to the Agreement, which shall become effective upon the date it is signed by the authorized representative of the Government.

DEPARTMENT OF THE ARMY

BY:   
Michael J. Farrell  
Colonel, U.S. Army  
District Commander

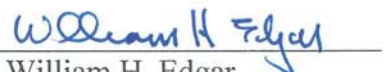
DATE: 3-20-2015

WEST SACRAMENTO AREA FLOOD  
CONTROL AGENCY

BY:   
William E. Denton  
President  
West Sacramento Area Flood  
Control Agency

DATE: 2-27-2015

STATE OF CALIFORNIA

BY:   
William H. Edgar  
President  
Central Valley Flood Protection  
Board

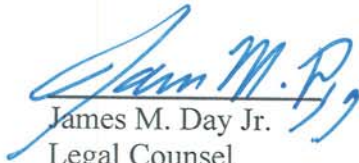
DATE: 3/12/2015



## CERTIFICATE OF AUTHORITY

I, James M. Day Jr., do hereby certify that I am the principal legal officer of the West Sacramento Area Flood Control Agency, that the West Sacramento Area Flood Control Agency is a legally constituted public body with full authority and legal capability to perform the terms of Amendment Number 3 to the Agreement Between The Department of The Army, The State of California and the West Sacramento Area Flood Control Agency in connection with the West Sacramento, California 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 Amendment Number 3 to the Agreement, and that the persons who have executed this Amendment Number 3 on behalf of the West Sacramento Area Flood Control Agency have acted within their statutory authority.

IN WITNESS WHEREOF, I have made and executed this certification on this 26 day of Feb 2015.



James M. Day Jr.  
Legal Counsel

West Sacramento Area Flood Control Agency

## 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: William E. Denton

William E. Denton, President

West Sacramento Area Flood Control Agency

DATE: 2-27-2015

## CERTIFICATE OF AUTHORITY

I, Robin Brewer, do hereby certify that I am the principal legal officer of the Central Valley Flood Protection Board ("Board") for this project, acting on behalf of the State of California, that the Board is a legally constituted public body with full authority and legal capability to perform the terms of Amendment Number 3 to the Agreement Between The Department of The Army, The State of California and the Board, and the West Sacramento Area Flood Control Agency in connection with the West Sacramento, California 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 Amendment Number 3 to the Agreement, and that the persons who have executed this Amendment Number 3 on behalf of the State of California, acting by and through the Central Valley Flood Protection Board, have acted within their statutory authority.

IN WITNESS WHEREOF, I have made and executed this certification on this 5<sup>th</sup> day of MARCH, 2015.



Robin Brewer  
Legal Counsel  
Central Valley Flood Protection Board



## 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: William H. Edgar

William H. Edgar, President

Central Valley Flood Protection Board

DATE: 3/12/2015

LOCAL FEASIBILITY COST-SHARING AGREEMENT  
BETWEEN  
THE CENTRAL VALLEY FLOOD PROTECTION BOARD  
AND  
THE WEST SACRAMENTO AREA FLOOD CONTROL AGENCY  
FOR THE  
WEST SACRAMENTO, CALIFORNIA GENERAL REEVALUATION REPORT

This AGREEMENT is made and entered into this 28<sup>th</sup> day of MAY, 2010, by and between The State of California, acting through the Central Valley Flood Protection Board (hereinafter the Board) and the West Sacramento Area Flood Control Agency (hereinafter WSAFCA).

RECITALS:

WHEREAS, the U.S. Army Corps of Engineers (USACE) is authorized to conduct a General Reevaluation Report (Study) of Construction of the West Sacramento, California Project, pursuant to the Water Resources Development Act of 1992, Public Law 102-580 and the Energy and Water Development Appropriation Act of 1999, Public Law 105-245, and the California Water Code Section 12670.2 (Stats. 1993, CH. 1107, Section 2); and

WHEREAS, prior to proceeding with such Study, the U.S. Army Corps of Engineers conducted general reconnaissance and determined that further planning in the nature of a Study should proceed; and

WHEREAS, Water Code section 12670.2 authorizes the Board to participate in the Study and Water Code section 12670.3 authorizes WSAFCA to participate in the Study; and

WHEREAS, on May 17, 1996 the Board executed a Project Cooperation Agreement (PCA) with the U.S. Army Corps of Engineers for construction of West Sacramento (authorized as Sacramento Metro Area); and

WHEREAS, on May 17, 1996 the Board executed a Local Project Cooperation (LPCA) Agreement with the West Sacramento Area Joint Powers Authority, comprised of Reclamation District No. 900, Reclamation District No. 537 and the City of West Sacramento; and

WHEREAS, on March 26, 2009 WSAFCA executed a Feasibility Cost Sharing Agreement (FCSA) for a feasibility investigation and Study of the West Sacramento, California Project with the USACE; and

WHEREAS, the Board desires to become party to the FCSA as a non-federal sponsor, and WSAFCA and USACE desire the Board to become a party to the FCSA; and

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

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

NOW, THEREFORE, the Board and WSAFCA agree as follows:

1. Feasibility Cost Sharing Agreement. A copy of the executed FCSA is attached hereto as Exhibit A and incorporated by this reference. A copy of the draft amendment number 1, which adds the Board as a Non-Federal Study Sponsor is attached hereto as Exhibit B and incorporated by this reference. If the final FCSA amendment executed among the USACE, Board, and WSAFCA differs from the draft amendment number 1 to the feasibility cost share agreement, the Board and WSAFCA agree to renegotiate those provisions of this AGREEMENT that are affected by any changes in the final FCSA amendment. This AGREEMENT shall be subject to all applicable provisions of the FCSA and subsequent FCSA amendments.
2. Study Sponsor. The Board and WSAFCA have agreed to both perform the functions of the nonfederal Study Sponsor as stated in the FCSA.
3. Study Activities. Participation by the Board and WSAFCA in the Study is limited to the activities described in the Project Management Plan (PMP), an attachment to the FCSA.
4. Local Cost-Sharing.

A. Contributions.

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

Table 1	
Non-Federal Sponsor	Percent (Total Study)
Board	25
WSAFCA	25
Total	50



All or a portion of each of the Non-Federal Sponsor's contribution toward the Study costs may be either cash or In-Kind Services as defined in the FCSA. WSAFCA's In-Kind Services may be used as contributions after approval has been obtained from the USACE. Any WSAFCA In-Kind Services shall be subject to the requirements of the FCSA.

- 2) Cash contributed and/or authorized work performed by WSAFCA or their consultants prior to this AGREEMENT and after execution of original FCSA on March 26, 2009 shall be credited towards their non-federal contribution.
- 3) At such time as the USACE notifies the Board and WSAFCA that payments are due under the FCSA, the Board and WSAFCA shall each pay or contribute its share 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. WSAFCA shall provide notification of payment to the Board.
- 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, WSAFCA may cover the short fall including the cost of any In-Kind Service unless WSAFCA decides to terminate pursuant to Paragraph 11 and the Board shall diligently pursue securing its share of such Study costs and, when secured, repay to WSAFCA any such short fall covered by WSAFCA, without interest thereon.

B. Final Accounting. The Board shall prepare and submit to WSAFCA 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 A(4) shall be credited and returned to the Board and WSAFCA 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 WSAFCA pro-rated according to the time the respective cash contributions were on deposit with the State's cash investment pool.

5. Disputes: WSAFCA and the Board shall continue with their responsibilities under this Agreement during any dispute.

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 WSAFCA within 14 days of any such records being compiled.
- B. The WSAFCA shall maintain adequate records of expenses and such records shall be available for inspection and audit by the Board for a period of ten years after final payment under this AGREEMENT.
- C. The Board shall furnish WSAFCA 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 WSAFCA two copies of the USACE Study within 14 days of receipt of such by the Board.

7. Independent Contractor: WSAFCA, 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.

8. Non-Discriminate Clause: During the performance of this Agreement, WSAFCA and its subcontractors shall not 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. WSAFCA and its subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. WSAFCA 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. WSAFCA 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.



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

9. Child Support Compliance Act: For any Agreement in excess of \$100,000, WSAFCA acknowledges in accordance with Public Contract Code 7110, that:
  - A. WSAFCA 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. WSAFCA, 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.
10. 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 WSAFCA for this AGREEMENT shall be the General Manager. The WSAFCA shall notify the Board in writing of any change to their representatives for purposes of this AGREEMENT.
11. Term of Agreement. The term of this AGREEMENT shall be co-extensive with the term of the FCSA. For good cause, WSAFCA 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 WSAFCA'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, either party may terminate or suspend this AGREEMENT with 60 days' written notice. Upon termination of this AGREEMENT, all data and information generated as part of the Study shall be made available to both parties.
12. Department of General Services Approval. This AGREEMENT shall not be effective until approval by the Department of General Services has occurred.
13. 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.

14. 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 Ave., Rm. LL40  
Sacramento, CA 95821

Ken Ruzich, General Manger (916) 371-1483  
West Sacramento Area Flood Control Agency  
1420 Merkley Avenue, #4  
West Sacramento, CA 95691

Michael Bessette, Flood Protection Manager (916) 617-4645  
City of West Sacramento  
1110 West Capitol Avenue  
West Sacramento, CA 95691

15. Successors and Assigns. This AGREEMENT shall be binding upon the successors and assigns of the respective parties.
16. 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.

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

Date: 28 MAY 2010

By   
Jeremy D. Goldberg, Staff Counsel

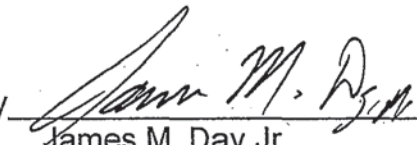
Date: 01 June 2010

WEST SACRAMENTO AREA FLOOD  
CONTROL AGENCY

APPROVED AS TO LEGAL FORM  
AND SUFFICIENCY:

By   
William E. Denton  
President

Date: 26 May 2010

By   
James M. Day Jr.  
Attorney for the West  
Sacramento Area Flood Control  
Agency

Date: May 26, 2010





# **West Sacramento, California Project General Reevaluation Report**

## **Letter of Support for the West Sacramento General Reevaluation Report**

**Agenda Item 4G: Resolution 2015-13  
August 28, 2015**

Michael J. Musto, PE  
Project Manager  
Flood Risk Reduction Projects  
Section B



# Study Sponsors



**US Army Corps  
of Engineers®**

United States Army Corps of Engineers  
Sacramento District (USACE)



Central Valley Flood Protection Board  
(Board)



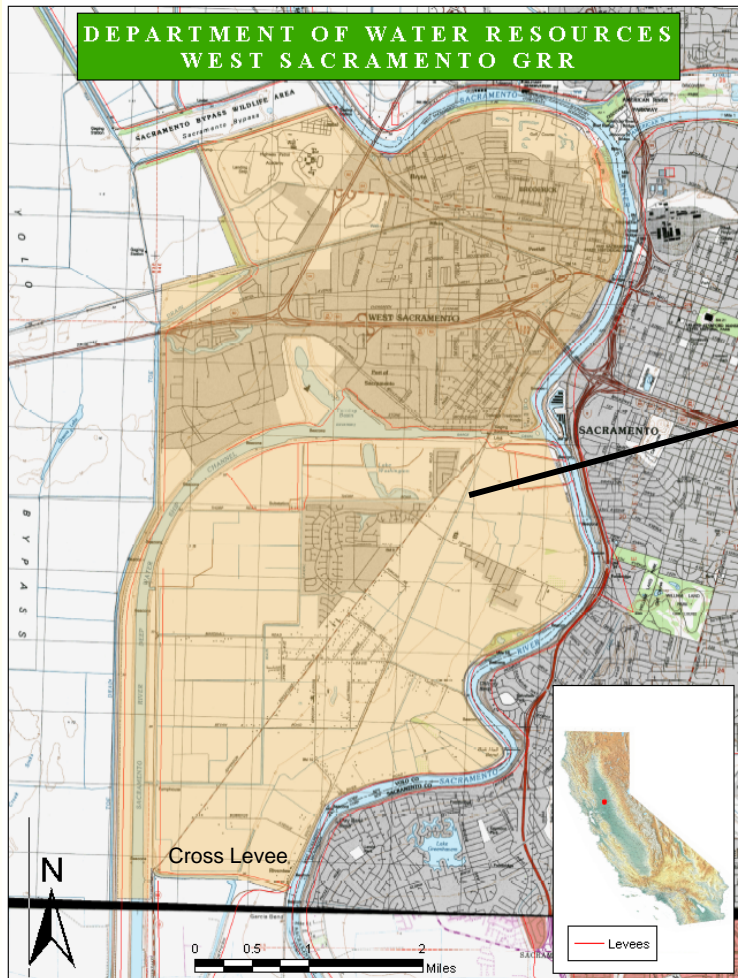
West Sacramento Area Flood  
Control Agency (WSAFCA)  
- City of West Sacramento



# Requested Board Action

1. Approve a Letter of Support, from the Central Valley Flood Protection Board to the U.S. Army Corps of Engineers; to serve as the non-federal sponsor for the improvements described in the General Reevaluation Report for the West Sacramento Project; and
2. Delegate to the Executive Officer the authority to sign the Letter of Support in substantially the form attached hereto.

# Study Area



 - West Sacramento GRR Study Area

# Study Goals

## **The West Sacramento, California Project General Reevaluation Report will:**

- Evaluate flood risk reduction alternatives for the City of West Sacramento, CA.
- Recommend alternatives consistent with the Central Valley Flood Protection Plan (CVFPP).
- Authorize a project that will provide 200-year or greater flood protection for the City of West Sacramento in accordance with Senate Bill 5.





# History

1998-2002	Original West Sacramento Project <ul style="list-style-type: none"><li>• Designed to provide greater than 200-year protection</li></ul>
2007	USACE Adopts new Certification Guidance <ul style="list-style-type: none"><li>• Changes original protection level objectives</li><li>• Requires reevaluation to correct deficiencies</li></ul>
2009	Feasibility Cost Share Agreement (FCSA) between West Sacramento Area Flood Control Agency and USACE
2010	Amendment #1 to the FCSA State of California (CVFPB) added as a Non-federal Sponsor
2014	Amendment #2 to the FCSA Increased total study cost from \$5.7M to \$7.8M
2015	Amendment #3 to the FCSA Increased total study cost from \$7.8M to \$8.57M

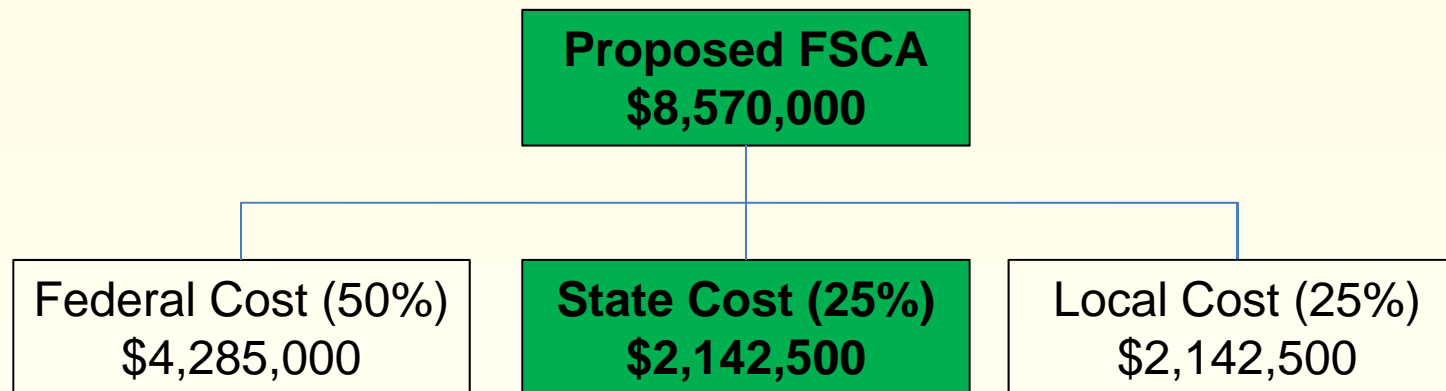
# USACE Study Schedule

## **USACE Milestones**

- Milestone #1 (Identify Alternatives) March 2012
- Milestone #2 (Tentatively Selected Plan) May 2014
- Milestone #3 (Agency Decision) April 2015
- Milestone #4 (Final Report) Sept. 2015 (est.)
- Milestone #5 (Chief's Report) Dec. 2015 (est.)

# Project Cost

## Feasibility Cost Share Agreement (FCSA)





# Staff Recommendation

## Adopt Resolution No. 2015-13 to:

1. Approve a Letter of Support, from the Central Valley Flood Protection Board to the U.S. Army Corps of Engineers; to serve as the non-federal sponsor for the improvements described in the General Reevaluation Report for the West Sacramento Project; and
2. Delegate to the Executive Officer the authority to sign the Letter of Support in substantially the form attached hereto.

## Questions?



### **DWR:**

Michael J. Musto, Project Manager  
(916) 574-1447  
[michael.musto@water.ca.gov](mailto:michael.musto@water.ca.gov)



**US Army Corps  
of Engineers®**

### **USACE:**

Bryon L. Lake, Project Manager  
(916) 557-7890  
[bryon.l.lake@usace.army.mil](mailto:bryon.l.lake@usace.army.mil)



### **WSAFCA:**

Greg Fabun, Flood Protection Manager  
(916) 617-4655  
[gregf@cityofwestsacramento.org](mailto:gregf@cityofwestsacramento.org)