

Board Packet for

Agenda Item 8A

Consider approval of Resolution No. 2014-29 to amend the Natomas Basin Design Agreements with the U.S. Army Corps of Engineers and Sacramento Area Flood Control Agency to become a non-federal sponsor and increase the scope and the funds available for pre-construction engineering and design of flood control improvements for the American River Watershed, Natomas Basin Project.

Amendments

to the

Design Agreement and Local Design Agreement

American River Watershed – Natomas Basin Project

Meeting of the Central Valley Flood Protection Board

November 21, 2014

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Staff Report

Design Agreement Amendment #1

Local Design Agreement Amendment #1

Proposed Resolution 2014-29

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**Meeting of the Central Valley Flood Protection Board
November 21, 2014**

Staff Report

**Amendments to the Design Agreement and Local Design Agreement
American River Watershed – Natomas Basin Project**

REQUEST FOR BOARD ACTION

Approval of Resolution No. 2014-29 to:

1. Approve Design Agreement Amendment #1 with the U.S. Army Corps of Engineers (USACE) and the Sacramento Area Flood Control Agency (SAFCA) for the American River Watershed – Natomas Basin Project to add the Central Valley Flood Protection Board (CVFPB) as a non-federal sponsor; and
2. Approve the Local Design Agreement Amendment #1 with SAFCA for the American River Watershed – Natomas Basin Project to reflect the changes to the Design Agreement; and
3. Delegate to the Board President the authority to sign the Amendments.

Amendment #1 to the Design Agreement with USACE and SAFCA will make CVFPB a signatory and joint non-federal sponsor, along with SAFCA, to the Agreement with USACE to cost-share in the continuing design efforts for the federally sponsored American River Watershed – Natomas Basin Project (Project). The Amendment will also increase the scope of design and the funds available for design. The corollary Amendment #1 to the Local Design Agreement acknowledges the Design Agreement Amendment #1 and clarifies the relationship between SAFCA and CVFPB under the proposed three-party Design Agreement. The Local Design Agreement also further defines financial cost share and liability between SAFCA and CVFPB.

Only a small portion of the overall Project design will be funded under the amended design agreement to leverage the additional \$675,000 in federal funding recently allocated for the Project. Without a local cost share, the additional federal funding cannot be used for the Project, potentially delaying construction of the much needed improvements.

BACKGROUND

Since 2007, the Department of Water Resources (DWR) and SAFCA have been improving levees in the Natomas Basin based on an urgent need to improve the levees' performance

capability and to return them to their previous certified status. The Natomas community has been at great risk of levee failure due to serious seepage and stability concerns for nearly 15 years. Once implemented, this Project will help to alleviate the concern of flooding in the basin due to levee failure.

DWR and SAFCA have contributed approximately \$400,000,000 toward about 40% of the levee improvements needed in the basin prior to, and in anticipation of a federally sponsored project. USACE and SAFCA estimate the unfinished design and construction work in the basin to cost over \$600,000,000¹. The funding relationship between the NLIP-EIP and Federal Natomas Basin Projects is illustrated in Figure 1-0. In March 2014, USACE provided its first design funds toward the Project. SAFCA entered into the Design Agreement in May 2014, and provided cost-share funds in June 2014 to initiate those design efforts. Also in May 2014, the CVFPB entered into a Local Design Agreement with SAFCA to cost-share on the Project, yet was not a direct non-federal sponsor with USACE.

In June 2014, the Water Resources Reform and Development Act (WRRDA) authorized the Project with a total project cost of approximately \$1,147,280,000. The scope of the federal authorization includes design and construction of improvements around the entire basin.

In FY 2015, an additional \$675,000 in federal funding will be appropriated to USACE as part of the President's budget and will require a non-federal cost-share. Amendment #1 to the Design Agreement incorporates the additional federal funding into the Project, and expands the scope of work allowing for additional civil and geotechnical design to be accomplished on the Project.

The remaining flood control improvements needed to protect the Natomas Basin are primarily on the southern and eastern boundaries of the basin, but include unfinished work along the Sacramento River and Natomas Cross Canal. Figure 1-1 shows the Natomas Basin project levees and vicinity.

SPONSORS

In May 2014, SAFCA agreed to be the signatory on the Design Agreement with USACE for expediency of payment to USACE. This is unusual, as CVFPB traditionally has been the non-federal signatory on Design Agreements with USACE. SAFCA and CVFPB executed a Local Design Agreement in May 2014 to allow CVFPB to cost-share in the Project. By the proposed amendments, CVFPB will enter into the Design Agreement as a non-federal sponsor for the Project. After execution of an agreement for construction of the full set of improvements, work already accomplished by DWR and SAFCA will be credited, and

¹ October 2010 values from USACE Post-Authorization Change Report for the Project.

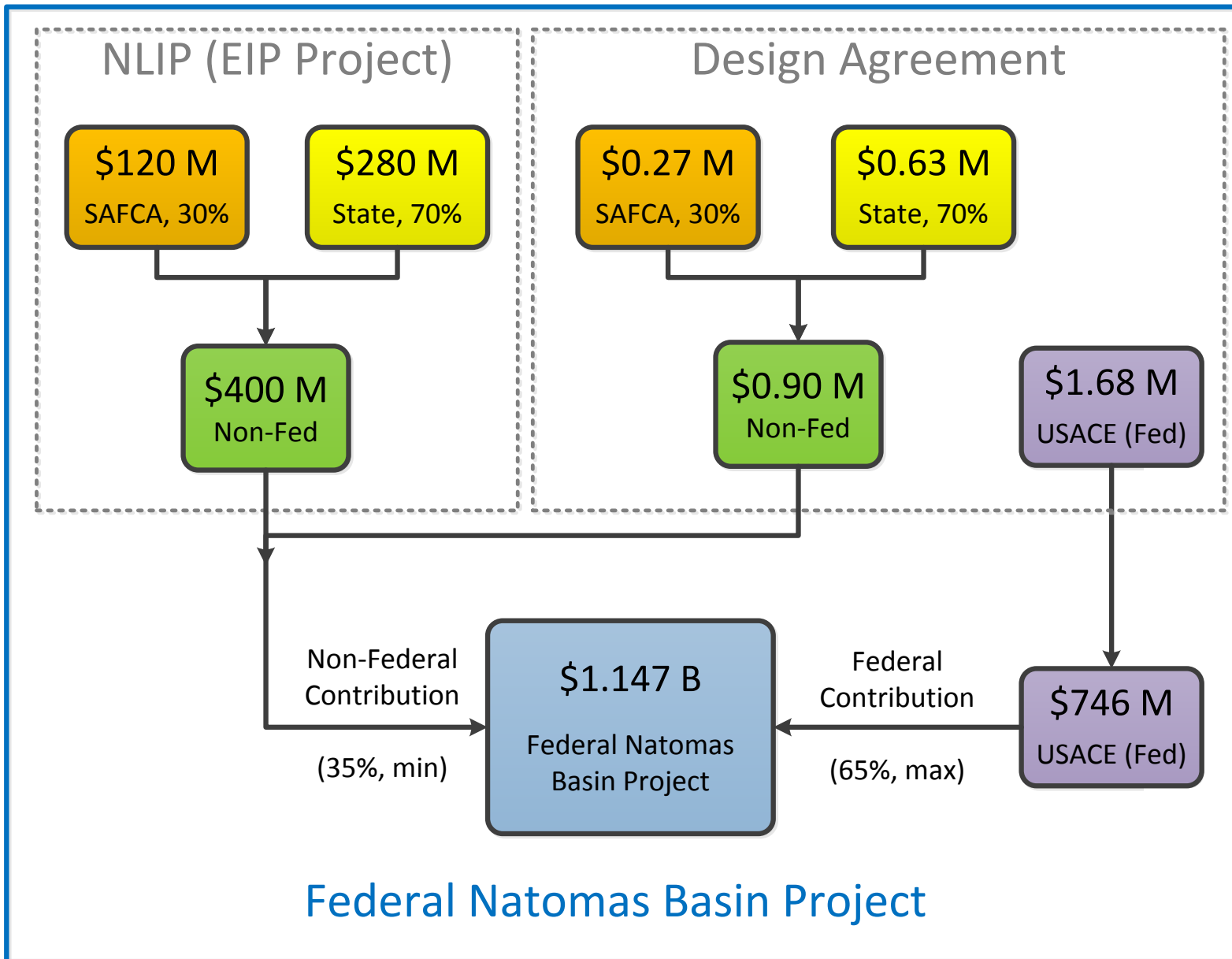
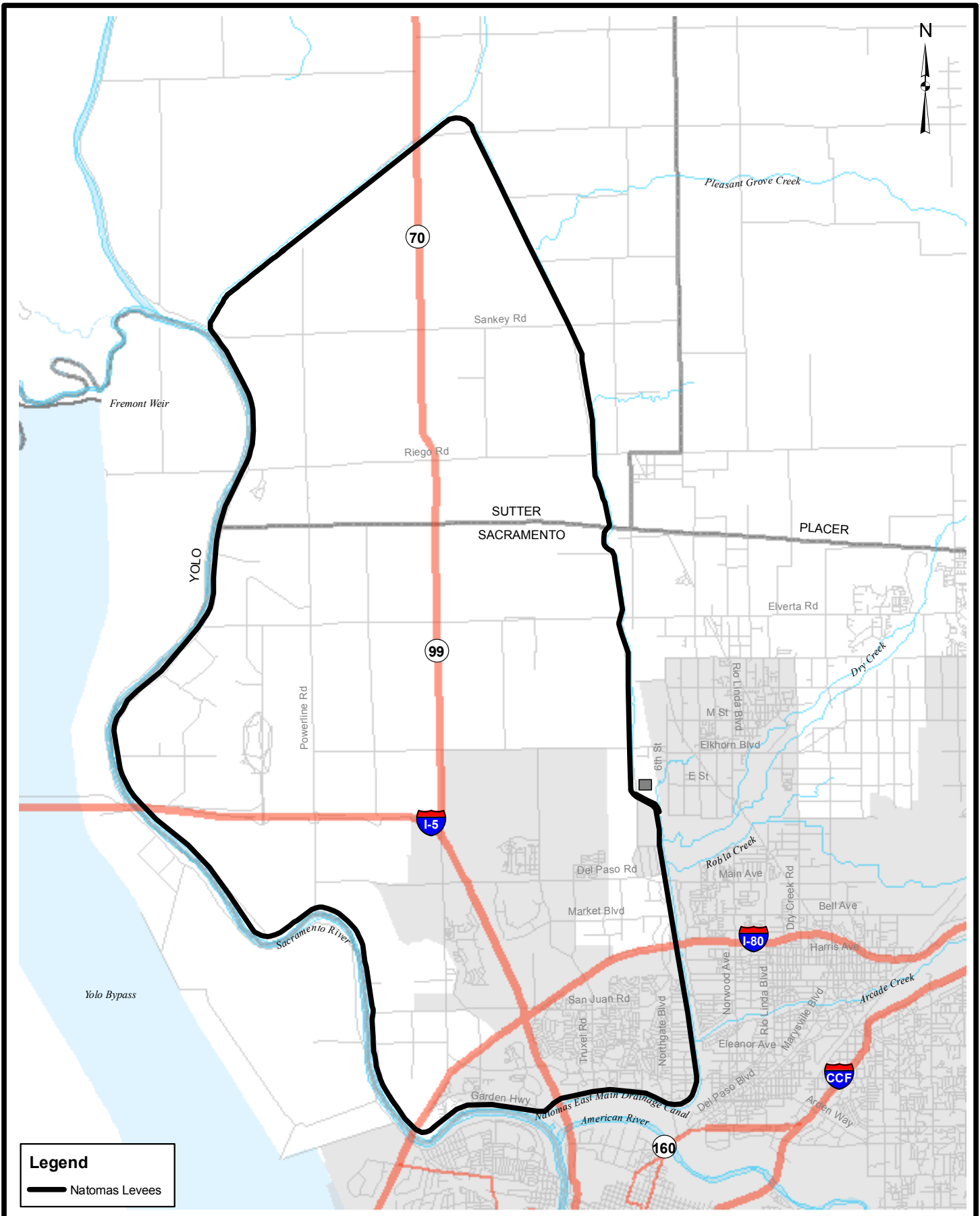


Figure 1-0: Approximate Funding Relationship between the NLIP-EIP Project and the Federal Natomas Basin Project



Legend
 — Natomas Levees



Natomas SRFPC Project Levees

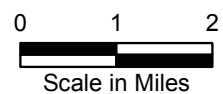


Figure 1-1

applied toward the non-federal cost-share for the Project.

COSTS

Funds to be added via the Design Agreement Amendment #1 will be \$1,038,500 and will be shared 65% federal (\$675,000), and 35% non-federal (\$363,500), bringing the total Design Agreement funding to \$2,577,000. The non-federal share of Amendment #1 is further divided into 70% CVFPB (\$254,450) and 30% SAFCA (\$109,050) as defined in the Local Design Agreement.

The non-federal cost-share will be paid from existing Proposition 1E Bond funds, and will be subsumed into the overall Project when the project cooperation agreement (PCA) is negotiated with USACE within the next year. Project authority, funding, and funding sources for the NLIP-EIP and the Federal Natomas Basin Project are shown in Table 1 and Table 2, respectively.

Table 1: Authorities and Funding Sources for the NLIP-EIP Project

	Authority	Funding	Source
SAFCA	Board Approvals State Funding Agreements	\$ 120 M	Assessment Districts
State	CA Water Code 12670.14	\$ 280 M	Proposition 1E Bonds
	Total	\$ 400 M	

Table 2: Authorities and Funding Sources for the Federal Natomas Basin Project

	Authority	Funding	Source
SAFCA	Design Agreement, Local Design Agreement	\$0.27 M	Asst. District
	Credit via Future PCA	(EIP Credit) \$ 120 M	USACE
State	CA Water Code 8615	\$ 0.63 M	Prop. 1E Bond
	Credit via Future PCA	(EIP Credit) \$ 280 M	USACE
USACE	Flood Control Act of 1962 (American River Watershed)	\$1 M	Federal Budgeting
	Water Resources Development Act of 1996 and 1999 (ARCF)	\$ 0.675 M	
	Water Resources Reform and Development Act of 2014 (Natomas Basin)	\$ 745 M	
	Total Federal Project Costs*	\$ 1.147 B	

* Total Federal Project Costs as authorized by WRRDA 2014

PUBLIC INVOLVEMENT

Public involvement has been occurring on the DWR and SAFCA portion of the Natomas levee work since 2006. Many public outreach meetings, environmental scoping meetings, and environmental document comment periods have occurred in the last 8 years in the

community. Looking forward, an updated environmental document will be prepared in mid-2015 for review by the public for levee improvement designs along Garden Highway (Reach I) at the American River.

STAFF RECOMMENDATION

Staff recommends that CVFPB approve Resolution No. 2014-29 to approve the Amendments to the Design Agreement and Local Design Agreement with USACE and SAFCA for the Project; and to delegate to the CVFPB President the authority to sign the Amendments. These amendments will allow USACE to complete design efforts on an additional six miles of levee improvements, making them “shovel ready” as soon as federal construction funding becomes available.

LIST OF ATTACHMENTS

- A. Proposed Design Agreement Amendment #1
- B. Proposed Local Design Agreement Amendment #1
- C. Proposed Resolution 2014-29

AMENDMENT NUMBER 1
TO THE
DESIGN AGREEMENT
BETWEEN
THE DEPARTMENT OF THE ARMY
AND
THE SACRAMENTO AREA FLOOD CONTROL AGENCY
FOR
DESIGN
FOR THE
AMERICAN RIVER WATERSHED PROJECT -
NATOMAS BASIN

THIS AMENDMENT is entered into this _____ day of _____, _____, by and between the Department of the Army (hereinafter the “Government”), represented by the U.S. Army Engineer, Sacramento District and the Sacramento Area Flood Control Agency, a joint powers authority of the State of California (hereinafter the “Non-Federal Sponsor”).

WITNESSETH, THAT:

WHEREAS, the Government and the Non-Federal Sponsor entered into the agreement titled “Design Agreement between the Department of the Army and the Sacramento Area Flood Control Agency for Design for the American River Watershed Project – Natomas Basin (hereinafter the “Agreement”) for the provision of design for the Natomas Basin (hereinafter the “*Project*”, as defined in Article I.A. of the Agreement);

WHEREAS, Federal General Investigations funds for Fiscal Year 2015 include funds for the Government to continue design of the American River Watershed Project at the Natomas Basin levees in Sacramento and Sutter Counties, California;

WHEREAS, construction or implementation of the *Project* is authorized by Congress in Section 209 of the 1962 Flood Control Act (Pub. L. No. 87-874), Section 101 of the Water Resources Development Act (WRDA) of 1996 (Pub. L. No. 104-303, § 101(a)(1), 110 Stat. 3658, 3662-3663 (1996)), as amended by Section 366 of WRDA 1999 (Pub. L. No. 106-53, § 366, 113 Stat. 269, 319-320 (1999)), the Energy and Water Development Act of 2004 (Pub. L. No. 108-137, § 129, 121 Stat. 1844, 1947 (2003)), and the Water Resources Reform and Development Act of 2014 (Pub. L. No. 113-121, § 7002, 128 Stat. 1193, 1366 (2014));

WHEREAS, the Government and the Non-Federal Sponsor desire to amend this agreement to add the Central Valley Flood Protection Board as a Non-Federal Sponsor to the Agreement and to add \$675,000 of Federal funds to be available for the Project;

NOW, THEREFORE, the Government and the Non-Federal Sponsor agree that the Agreement is hereby amended in the following particulars but in no others:

1. Title Page, introductory paragraph is hereby revised to insert “the State of California’s Central Valley Flood Protection Board,” following “Sacramento District” and to revise “(hereinafter the ‘Non-Federal Sponsor’)” to read (hereinafter referred to collectively as the “Non-Federal Sponsors”).”
2. Title Page, header: The title of the agreement – “DESIGN AGREEMENT BETWEEN THE DEPARTMENT OF THE ARMY AND THE SACRAMENTO AREA FLOOD CONTROL AGENCY FOR DESIGN FOR THE AMERICAN RIVER WATERSHED PROJECT – NATOMAS BASIN” is hereby revised to read “DESIGN AGREEMENT BETWEEN THE DEPARTMENT OF THE ARMY AND THE SACRAMENTO AREA FLOOD CONTROL AGENCY AND THE CALIFORNIA CENTRAL VALLEY FLOOD PROTECTION BOARD FOR DESIGN FOR THE AMERICAN RIVER WATERSHED PROJECT – NATOMAS BASIN.”
3. Entire agreement: The entire agreement is hereby revised to replace all statements of “*Non-Federal Sponsor*” with “*Non-Federal Sponsors*.” In addition, any requirement made of the singular “*Non-Federal Sponsor*” is hereby revised to account for the multiple or plural “*Non-Federal Sponsors*.”
4. ARTICLE II, A.5. is hereby revised to replace “\$1,000,000” with “\$1,675,000” and to replace “\$1,000,000” with “\$1,675,000.”
5. ARTICLE IV, A.1. is hereby revised to replace “\$1,538,000” with “\$2,576,920,” to replace “\$64,600” with “\$108,200,” and to replace “\$473,800” with “\$793,720.”
6. ARTICLE XI, A. is hereby revised to insert:

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

following

“Sacramento Area Flood Control Agency
Executive Director, Sacramento Area Flood Control Agency
1007 7th Street, 7th Floor
Sacramento, CA 95814”

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

DEPARTMENT OF THE ARMY

SACRAMENTO AREA FLOOD
CONTROL AGENCY

BY: _____
Colonel Michael Farrell
District Engineer
Sacramento District

BY: _____
Richard M. Johnson
Executive Director
Sacramento Area Flood Control
Agency

DATE: _____

DATE: _____

THE STATE OF CALIFORNIA'S
CENTRAL VALLEY FLOOD
PROTECTION BOARD

BY: _____
William Edgar
President, Central Valley
Flood Protection Board

CERTIFICATE OF AUTHORITY

I, M. Holly Gilchrist, do hereby certify that I am the principal legal officer of the Sacramento Area Flood Control Agency, a joint powers authority of the State of California, that the Sacramento Area Flood Control Agency 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 Sacramento Area Flood Control Agency in connection with design of the levee system surrounding the Natomas Basin, 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 Sacramento Area Flood Control Agency have acted within their statutory authority.

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

M. Holly Gilchrist
Agency Counsel
Sacramento Area Flood Control Agency

CERTIFICATE OF AUTHORITY

I, Jeremy Goldberg, do hereby certify that I am the principal legal officer of The State of California's Central Valley Flood Protection Board for this project, that the State of California's 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's Central Valley Flood Protection Board in connection with design of the levee system surrounding the Natomas Basin, 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's 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
Attorney, Office of the Chief Counsel,
California Department of Water Resources

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.

Richard M. Johnson
Executive Director
Sacramento Area Flood Control Agency

DATE: _____

CERTIFICATION REGARDING LOBBYING

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

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William Edgar
President
Central Valley Flood Protection Board

DATE: _____

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AMENDMENT NUMBER 1
TO THE
LOCAL DESIGN AGREEMENT
BETWEEN
THE SACRAMENTO AREA FLOOD CONTROL AGENCY
AND
THE CENTRAL VALLEY FLOOD PROTECTION BOARD
FOR DESIGN OF THE
AMERICAN RIVER WATERSHED PROJECT -
NATOMAS BASIN

THIS AMENDMENT is made and entered into this _____ day of _____, 2014, by and between the Sacramento Area Flood Control Agency, a joint powers authority of the State of California and The State of California, acting through the Central Valley Flood Protection Board (hereinafter the Board).

RECITALS:

WHEREAS, the Department of the Army, represented by the U.S. Army Corps of Engineers (hereinafter the Government) received Federal General Investigations funds for Fiscal Year 2014 for the Government to initiate design of the American River Watershed Project at the Natomas Basin levees in Sacramento and Sutter counties, California; and

WHEREAS, the Sacramento Area Flood Control Agency (SAFCA) entered into a Design Agreement (attached hereto as Exhibit A) titled “Design Agreement Between The Department of the Army and the Sacramento Area Flood Control Agency for Design for the American River Watershed Project – Natomas Basin” for the provision of design for the Natomas Basin (an element of the Parent Project and hereinafter the *Project*, as defined in Article I.A. of that Agreement); and

WHEREAS, construction or implementation of the *Project* is authorized by Congress in Section 209 of the 1962 Flood Control Act (Pub. L. No. 87-874), Section 101 of the Water Resources Development Act (WRDA) of 1996 (Pub. L. No. 104-303, § 101(a)(1), 110 Stat. 3658, 3662-3663 (1996)), as amended by Section 366 of WRDA 1999 (Pub. L. No. 106-53, § 366, 113 Stat. 269, 319-320 (1999)), the Energy and Water Development Act of 2004 (Pub. L. No. 108-137, § 129, 121 Stat. 1844, 1947 (2003)), and the Water Resources Reform and Development Act of 2014 (Pub. L. No. 113-121, § 7002, 128 Stat. 1193, 1366 (2014)); and

WHEREAS, SAFCA, the Board, and the Government desire to amend the Design Agreement to add the Board as a Non-Federal Sponsor to the Agreement, and to add \$675,000 of Federal funds to be available for the Project; and

WHEREAS, the Nonfederal Sponsors' obligations are set forth in the Amended Design Agreement, to be executed for this project between SAFCA, the Board, and the Government, and a draft of the Design Agreement Amendment #1 is attached hereto as Exhibit A and incorporated by this reference thereto; and

WHEREAS, the Board and SAFCA desire to further specify their respective contributions and other obligations between the Non Federal Sponsors during the term of the *Project* with this Amendment #1 to the Local Design Agreement.

NOW, THEREFORE, SAFCA and the Board agree that the Agreement is hereby amended in the following particulars, but in no others, as follows:

1. Section I – Definitions, Paragraph A: Append the words “as amended” to the end of the paragraph.
2. Section I – Definitions, Paragraph B: The term “non-federal Sponsor” shall be replaced with “non-federal Sponsors” and the term “non-federal interest” shall be replaced with “non-federal interests.”
3. Section II – Obligations of SAFCA and the Board, Paragraph A: Delete paragraph A in its entirety and replace with the following text: “SAFCA and the Board have the opportunity to review and comment on the solicitations for all contracts, including relevant scopes of work, prior to the Government’s issuance of such solicitations. provided the Government gives SAFCA and the Board the opportunity to review and comment on such solicitations. SAFCA and the Board may give the local maintenance entities, Reclamation District 1000 and the City of Sacramento, the opportunity to review and comment on the solicitations for all contracts, including relevant scopes of work to the extent possible within the time allotted by the Government. SAFCA and the Board shall also afford the local maintenance entities the opportunity to review and comment on all design products, and proposed contract modifications, including change orders, provided the Government gives SAFCA and the Board the opportunity to review and comment on such design products and proposed contract modifications. SAFCA and the Board shall consider in good faith the comments of the local maintenance entities and forward them to the Government, but the contents of solicitations, award of contracts or commencement of design using the Government’s own forces, execution of contract modifications, resolution of contract claims, and performance of all work on the *Project* shall be exclusively within the control of the Government.
4. Section II – Obligations of SAFCA and the Board: Paragraph B: Replace the text “Non-Federal Sponsor’s” with the text “Non-federal Sponsors’ ”
5. Section IV – Method of Payment, Paragraph A: replace the text “...SAFCA’s share of the *total design costs* are projected to be \$161,538, and the Board’s required contribution of the *total design costs* are projected to be \$376,923” with the text “SAFCA’s share of the *total design costs* are projected to be \$270,577, and the Board’s required contribution of the *total design costs* are projected to be \$631,346”

6. Section X – TERM OF THE AGREEMENT; AMENDMENT: The sentence “The term of this Agreement shall be coextensive with that of the Design Agreement, but the Agreement shall not become effective until approved by the California Department of General Services,” shall be deleted and replaced with “The term of this Agreement shall be coextensive with that of the Design Agreement, inclusive of any Amendments thereto, but the Agreement shall not become effective until approved by the California Department of General Services.”

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement, as of the day and year first above written.

SACRAMENTO AREA FLOOD
CONTROL AGENCY

Approved as to legal form and sufficiency:

BY: _____
Richard M. Johnson
Executive Director

BY: _____
M. Holly Gilchrist, Counsel

DATE: _____

DATE: _____

CENTRAL VALLEY FLOOD
PROTECTION BOARD OF THE
STATE OF CALIFORNIA

Approved as to legal form and sufficiency:

BY: _____
William Edgar, President

BY: _____
Jeremy Goldberg, Counsel

DATE: _____

DATE: _____

CERTIFICATE OF AUTHORITY

I, Jeremy Goldberg, do hereby certify that I am the principal legal officer of The State of California's Central Valley Flood Protection Board for this project, that the State of California's 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's Central Valley Flood Protection Board in connection with design of the levee system surrounding the Natomas Basin, 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's 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
Attorney, Office of the Chief Counsel,
California Department of Water Resources

CERTIFICATE OF AUTHORITY

I, M. Holly Gilchrist, do hereby certify that I am the principal legal officer of the Sacramento Area Flood Control Agency, a joint powers authority of the State of California, that the Sacramento Area Flood Control Agency 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 Sacramento Area Flood Control Agency in connection with design of the levee system surrounding the Natomas Basin, 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 Sacramento Area Flood Control Agency have acted within their statutory authority.

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

M. Holly Gilchrist
Agency Counsel
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.

William Edgar
President
Central Valley Flood Protection Board

DATE: _____

CERTIFICATION REGARDING LOBBYING

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

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(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.

Richard M. Johnson
Executive Director
Sacramento Area Flood Control Agency

DATE: _____

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STATE OF CALIFORNIA
THE RESOURCES AGENCY
CENTRAL VALLEY FLOOD PROTECTION BOARD
AMERICAN RIVER WATERSHED
NATOMAS BASIN PROJECT
AMENDMENTS TO THE DESIGN AGREEMENT AND LOCAL DESIGN AGREEMENT
RESOLUTION 2014-29

WHEREAS, on May 14, 2014, the Central Valley Flood Protection Board (hereinafter the Board) entered into a Local Design Agreement titled “Local Design Agreement Between the Sacramento Area Flood Control Agency and the Central Valley Flood Protection Board for Design of the American River Watershed Project – Natomas Basin” for the provision of cost sharing in the then pending Design Agreement between the Sacramento Area Flood Control Agency (SAFCA) and the Department of the Army, represented by the U.S. Army Corps of Engineers (USACE) for design of flood control improvements for the Natomas Basin (hereinafter the Project); and

WHEREAS, on May 19, 2014, SAFCA entered into a Design Agreement with USACE titled “Design Agreement Between The Department of the Army and the Sacramento Area Flood Control Agency for Design for the American River Watershed Project – Natomas Basin” for the provision of design for the Natomas Basin as defined in Article I.A. of that Agreement; and

WHEREAS, on June 10, 2014, the Water Resources Reform and Development Act authorized the Project including design and construction of flood control improvements for the Natomas Basin with an estimated total project cost of \$1,147,280,000 substantially in accordance with the December 30, 2010 Report of the Chief of Engineers for the Project; and

WHEREAS, USACE has received additional Federal General Investigations funds for Fiscal Year 2015 for USACE to continue design of the Project; and

WHEREAS, SAFCA, the Board, and USACE desire to amend the Design Agreement to add the Board as a joint nonfederal sponsor of the Project; and

WHEREAS, SAFCA and the Board desire to amend the Local Design Agreement to acknowledge the Design Agreement Amendment #1 and clarify the relationship between SAFCA and the Board under the proposed Design Agreement Amendment #1.

NOW, THEREFORE, BE IT RESOLVED that the Board:

1. Approves the Design Agreement Amendment #1 with USACE and SAFCA for the American River Watershed – Natomas Basin Project to add the Board as a non-federal sponsor; and
2. Approves the Local Design Agreement Amendment #1 with SAFCA for the American River Watershed – Natomas Basin Project to reflect the changes to the Design Agreement; and
3. Delegates to the Board President the authority to sign Design Agreement Amendment #1 and Local Design Agreement Amendment #1.

PASSED AND ADOPTED by vote of the Board on _____, 2014.

By: _____
William Edgar
President

Approved as to Legal Form and Sufficiency:

By: _____
Jeremy Goldberg
Staff Counsel

By: _____
Jane Dolan
Secretary