

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
ACTION AGENDA SUMMARY

DEPT: PUBLIC WORKS
Urgent _____ Routine ✓

BOARD AGENDA # *C1

AGENDA DATE OCTOBER 9, 2001

CEO Concurs with Recommendation YES _____ NO _____
(Information Attached)

4/5 Vote Required YES _____ NO ✓

SUBJECT: APPROVAL OF AGREEMENT BETWEEN THE STATE OF CALIFORNIA RECLAMATION BOARD AND STANISLAUS COUNTY FOR THE WEST STANISLAUS COUNTY FLOOD CONTROL PROJECT

STAFF
RECOMMEN-
DATIONS:

1. APPROVAL OF AGREEMENT BETWEEN THE STATE OF CALIFORNIA RECLAMATION BOARD AND STANISLAUS COUNTY FOR THE WEST STANISLAUS COUNTY FLOOD CONTROL PROJECT.
2. AUTHORIZE THE CHAIR TO EXECUTE THE AGREEMENT BETWEEN THE RECLAMATION BOARD AND STANISLAUS COUNTY.

FISCAL
IMPACT:

This action will provide for \$350,000 of State monies for the West Stanislaus County Flood Control project.

BOARD ACTION AS FOLLOWS:

No. 2001-786

On motion of Supervisor Blom, Seconded by Supervisor Caruso
and approved by the following vote,

Ayes: Supervisors: Mayfield, Blom, Simon, Caruso, and Chair Paul

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1) X Approved as recommended

2) _____ Denied

3) _____ Approved as amended

MOTION:

ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

By: Deputy

Christine Ferraro

File No.

SUBJECT: APPROVAL OF AGREEMENT BETWEEN THE STATE OF CALIFORNIA RECLAMATION BOARD AND STANISLAUS COUNTY FOR THE WEST STANISLAUS COUNTY FLOOD CONTROL PROJECT

PAGE: 2

DISCUSSION: On May 8, 2001, the Board of Supervisors approved a revised agreement with the U.S. Army Corps of Engineers for the West Stanislaus Flood Control Project. The budget for the flood control project was derived from several funding sources, one of which was \$350,000 from the State of California Reclamation Board. This agreement before the Board for approval will provide this \$350,00 for the flood control project.

POLICY ISSUES: This action is consistent with the Board of Supervisors goal of safe communities and multi-jurisdictional cooperation.

STAFFING IMPACTS: The West Stanislaus Flood Control Project is being performed by a combination of local, state and federal staff. No additional staff will be required because of this action.

GWS:dlc

(H:/GWS/WestStan/ReclamBdAgrmt-B-S-10-9-01dlc)

LOCAL FEASIBILITY COST-SHARING AGREEMENT
BETWEEN STATE OF CALIFORNIA, THE RECLAMATION BOARD
AND
COUNTY OF STANISLAUS
FOR THE WEST STANISLAUS COUNTY, CALIFORNIA FEASIBILITY STUDY

THIS AGREEMENT is made and entered into this _____ day of _____, 2001, by and between the State of California acting by and through The Reclamation Board (hereinafter Board) and the County of Stanislaus (hereinafter County).

RECITALS

WHEREAS, the U.S. Army Corps of Engineers has conducted a reconnaissance study on portions of West Stanislaus County, California, and determined that there appears to be a federal interest in providing flood protection and other benefits to portions of the west side of Stanislaus County, and has further determined that a "Feasibility Study"; (hereinafter the "Study") is justified and is actively working on the preparation of that Study; and

WHEREAS, on September 29, 1998, the County entered into a Feasibility Cost-Sharing Agreement (hereinafter "FCSA") with the Corps for the West Stanislaus County, California Feasibility Study; and

WHEREAS, on December 18, 1998, the Board sent the U.S. Army Corps of Engineers a letter of intent to become the nonfederal sponsor for the Study with the intent to amend the FSCA when State funding become available; and

WHEREAS, the County desires to maintain its lead nonfederal sponsor role for the Study; hence, the Board and the County agreed not to amend the FCSA but to enter into a Local Feasibility Cost Sharing Agreement, with the County being responsible for the functions of the Sponsor under FCSA; and

WHEREAS, the State is authorized by Water Code Section 12580 to engage in studies and coordination of water development projects undertaken by the State, including flood control projects; and

WHEREAS, the County is authorized and empowered, under Government Code Section 25680 and Water Code Section 8100, to appropriate and expend general funds to prevent overflowing and flooding of streams and rivers in the county; and

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

NOW, THEREFORE, the parties agree as follows:

1. Definitions and General Provisions - The terms defined in Article 1 of the FCSA shall have equivalent meaning in this Agreement as they pertain to the Board and the County. A copy of the FCSA is attached hereto as Exhibit A and incorporated by this reference in this Agreement.
2. Sponsor - The County shall perform all functions of the Sponsor as stated in the FCSA with the Corps, provided that the Board shall make the contributions required by this Agreement in paragraph 3. The County, as Sponsor, shall act as liaison between the Corps and the Board.
3. Local Cost-Sharing
 - A. Contributions
 - (1) The Board agrees to provide up to 50 percent of the nonfederal Sponsor's contributions to the cost of the Study as are required by Articles II and III of the FCSA; a portion or all of the Board's contribution may be made up of in-kind services if agreed to by the Corps, the Board, and the County.
 - (2) The Board shall make cash contributions payable to the County as required by Articles IIB, IIC, IIIB, and IIID of the FCSA.
 - (3) The Board shall contribute, up to a maximum contribution, including in-kind services, of an amount equal to the lesser of 50 percent of the nonfederal share of Study Costs or \$325,000.
 - B. Final Accounting - The County shall prepare and submit to the Board a final accounting of the Study Costs and cash contributions for 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 3.A.(2) shall be credited and returned to the Board.
4. Records and Reports
 - A. The County shall coordinate with the Corps in the maintenance of adequate records of the expenses and revenues of the Study, and such records shall be available for inspection and audit by the designated representatives of the appropriate party.

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- B. The Board shall maintain adequate records of expenses and such records shall be available for inspection and audit by the County for a period of three years after final payment under this Agreement.
 - C. The County shall furnish the Board with copies of any financial or progress reports received from the Corps within 30 days of receipt by the Board.
 - D. Upon completion of the Study, the County shall furnish the Board with two copies of the Corps' Feasibility Report.
5. Designated Representative - The County's designated representative for administration of this Agreement shall be the Director of Public Works. The Board's designated representative for administration of this Agreement shall be the General Manager of The Reclamation Board.
 6. Term of Agreement - The term of this Agreement shall be co-extensive with the term of the FCSA (see Article X.A of attached Exhibit A). For good cause, the Board may request the County to exercise its right, under Article X.A of the FCSA, to terminate or suspend the FCSA. "Good Cause" includes but is not limited to the County's inability to secure the balance of its share of Study costs, and the Board's inability to appropriate necessary funding for its share of Study costs. The County shall exercise its right to terminate or suspend the FCSA within 30 days of receiving such a request. If the FCSA is terminated, either party may terminate or suspend this Agreement with 60 days' written notice. This Agreement shall not be effective until approved by the Department of General Services. This Agreement may be amended upon agreement by both parties and approval by the Department of General Services. Upon termination of this Agreement, all data and information generated as part of the Study shall be made available to both parties.
 7. 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.
 8. 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:

General Manager
The Reclamation Board
1416 Ninth Street, Room 1601
Sacramento, California 95814
(916) 653-5434

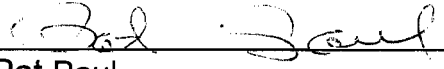
Director of Public Works
County of Stanislaus
1010 Tenth Street
Modesto, California 95354
(209) 525-7547

9. Standard Clauses - The Standard Clauses attached hereto as Exhibit B are incorporated by this reference. The provisions on the reverse of the face sheet of the form Standard Agreement are also incorporated by this reference. Paragraphs 1 through 11 of this Agreement shall control over any conflicting provisions in Exhibits A and B.
10. Successors and Assigns - This Agreement shall be binding upon the successors and assigns of the respective parties.
11. 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 or by the Stanislaus County Board of Supervisors.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

COUNTY OF STANISLAUS

**THE RECLAMATION BOARD
STATE OF CALIFORNIA**

By 
Pat Paul
Chair of the Board of Supervisors

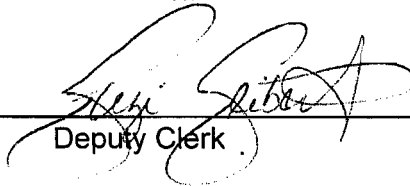
By _____
Betsy Marchand
President

Dated: 10-9-01

Dated: _____

ATTEST: Christine Ferraro Tallman
Clerk of the Board of Supervisors
of the County of Stanislaus,
State of California

**APPROVED FOR LEGAL FORM AND
SUFFICIENCY**


By 
Deputy Clerk

By _____
David A. Sandino, Counsel
The Reclamation Board

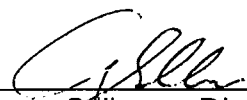
Dated: 10-9-01

Dated: _____

APPROVED AS TO FORM:
Michael H. Krausnick
County Counsel

By 
John P. Doering
Deputy County Counsel
Dated: 10/2/01

APPROVED AS TO CONTENT:
Department of Public Works

By 
George Stillman, Director
Dated: _____