SAN JOAQUIN AREA
FLOOD CONTROL AGENCY

2800 March Lane, Suite 200 | Stockton, CA 95219 | (209) 299-4200 |www.sjafca.org

BOARD OF DIRECTORS

City of Stockton Kimberly Warmsley Dan Wright Alt. Michael Blower	**Public Member** Steve DeBrum	**San Joaquin County/SJCFCWCD*** Paul Canepa, Vice-Chair Tom Patti Alt. Robert Rickman
City of Manteca Gary Singh Charlie Halford Alt. Mike Morowit	**Executive Director** Chris Elias	**City of Lathrop** Paul Akinjo, Chair Diane Lazard Alt. Jennifer Torres-O'Callaghan
*San Joaquin County Flood Control and Water Conservation District		

BOARD MEETING
San Joaquin Council of Governments
Board Council Chambers
555 E Weber Ave, Stockton, CA
THURSDAY, SEPTEMBER 19, 2024, 10:00 A.M.

*PLEASE NOTE: There will be a Closed Session commencing at 10:00 a.m. Following the Closed Session the open session will reconvene at 10:15 a.m., or immediately following the Closed Session, whichever is later.

1. **CALL TO ORDER**

2. **CLOSED SESSION**

2.1) Conference with Legal Counsel and Recruiter regarding Public Employment pursuant to Government Code Section 54957 Title: Executive Director

2.2) Conference with Legal Counsel – Anticipated Litigation (Government Code Section 54956.9(d)(2).)

2.3) Conference with Real Property Negotiations (Government Code Section 54956.8) – Lower San Joaquin River Reach TS30L Levee Improvement Project – Elmwood Partners, L.P. Property APN 071-150-130, 070-150-040, 071-150-060, 071-150-120, 071-150-140, 071-150-150, 071-150-070, 071-150-110, [Agency Negotiator: Chris Elias, Executive Director; Omar Al-Hindi, Executive Project Manager, Rebekah Green, Project Manager, Bender Rosenthal Incorporated (BRI), Scott Shapiro, General Counsel]
Negotiating Parties: Nelson Bahler
Under Negotiation: Price

REPORT OUT ON CLOSED SESSION

3. ROLL CALL

4. PLEDGE TO FLAG

5. OPEN SESSION

5.1) Consider and Possibly Take Action to Reject, Pay, Compromise, or Take Other Action on Government Claims Act Claims Against SJAFCA

Attachment 1 – Claim from Jessica and Jaime Flores dated August 27, 2024

6. ROLL CALL

7. PLEDGE TO FLAG

8. PUBLIC COMMENTS

9. CONSENT ITEMS

9.1) Approve Minutes from August 15, 2024, Board Meeting

9.2) Ratify Irrigation Agreement and right-to-enter and construct improvements between Elmwood Partners L.P./ Raymond Lagorio and San Joaquin Area Flood Control Agency for staging area in support of the Lower San Joaquin River Reach TS30L Levee Improvement

9.3) Receive report of bids, ratify Addenda, waive minor irregularities, approve the contingency fund, and award of Construction Contract to AM Stephens Construction Company, Inc. in the sum of $435,688 for construction of the Stoplog Storage Foundation to support the Smith Canal Gate Project

10. NEW BUSINESS

10.1) Receive an informational briefing on the status of the Mossdale Tract Urban Flood Risk Reduction Program and Authorize the issuance of the Mossdale Tract Program: 2023 Annual Adequate Progress Report Update for Urban Level of Protection

10.2) Authorize the Executive Director to work with City of Stockton, County of San Joaquin, and local community-based organizations on the Mormon Channel Bypass Revitalization and Restoration Project while maintaining flood protection, public safety, and enhancing water quality and recreation opportunities

10.3) Authorize the Executive Director to approve all Administrative, Technical, and Policy-Level decisions and Documents on the Feasibility Study, including recommendations of the Paradise Cut Advisory Committee.

11. BRIEFINGS

12. ORAL REPORT FROM EXECUTIVE DIRECTOR

13. BOARD QUESTIONS, COMMENTS, ACTIONS

14. COUNSEL REPORT

15. ADJOURNMENT

In compliance with the Americans with Disabilities Act, the meeting room is wheelchair accessible and disabled parking is available. If you have a disability and need disability-related modifications or accommodations to participate in this meeting, please contact the Board's office at (209) 299-4200. Requests must be made one full business day before the start of the meeting.

Agenda Item 5.1

Hello Leanne,
My home is just behind the flood gate built on Atherton Cove. Since the construction of the flood gate, my home has suffered foundation issues and structural issues and my swimming pool has also suffered damages. Please consider this official notice of filing a claim.

Name: Jessica and Jaime Flores

Address: [redacted]

Mailing address: same as above

Date/location/circumstances: Over the past 4 year the flood gate has been under construction off and on, and does not yet seem to be complete as there continues to be equipment and workers. The majority of work seems to be done, so we are filing our claim now in hopes no more work will be done that will negatively impact our home. The location of damage is [redacted]. The circumstances are the heavy construction and pounding in the ground to put up the flood gate which shook our home and caused damages. Kim Floyd is aware and we have been in contact with her.

General Description of damages: The floors of our home are now sloped, as is our deck, and the walls of our home have cracks that are growing. Our swimming pool seems to have a crack as water is draining regularly and we are having to refill it weekly or more often.

Source of Damage: Work done to build the flood gate by San Joaquin Area Flood Control Agency

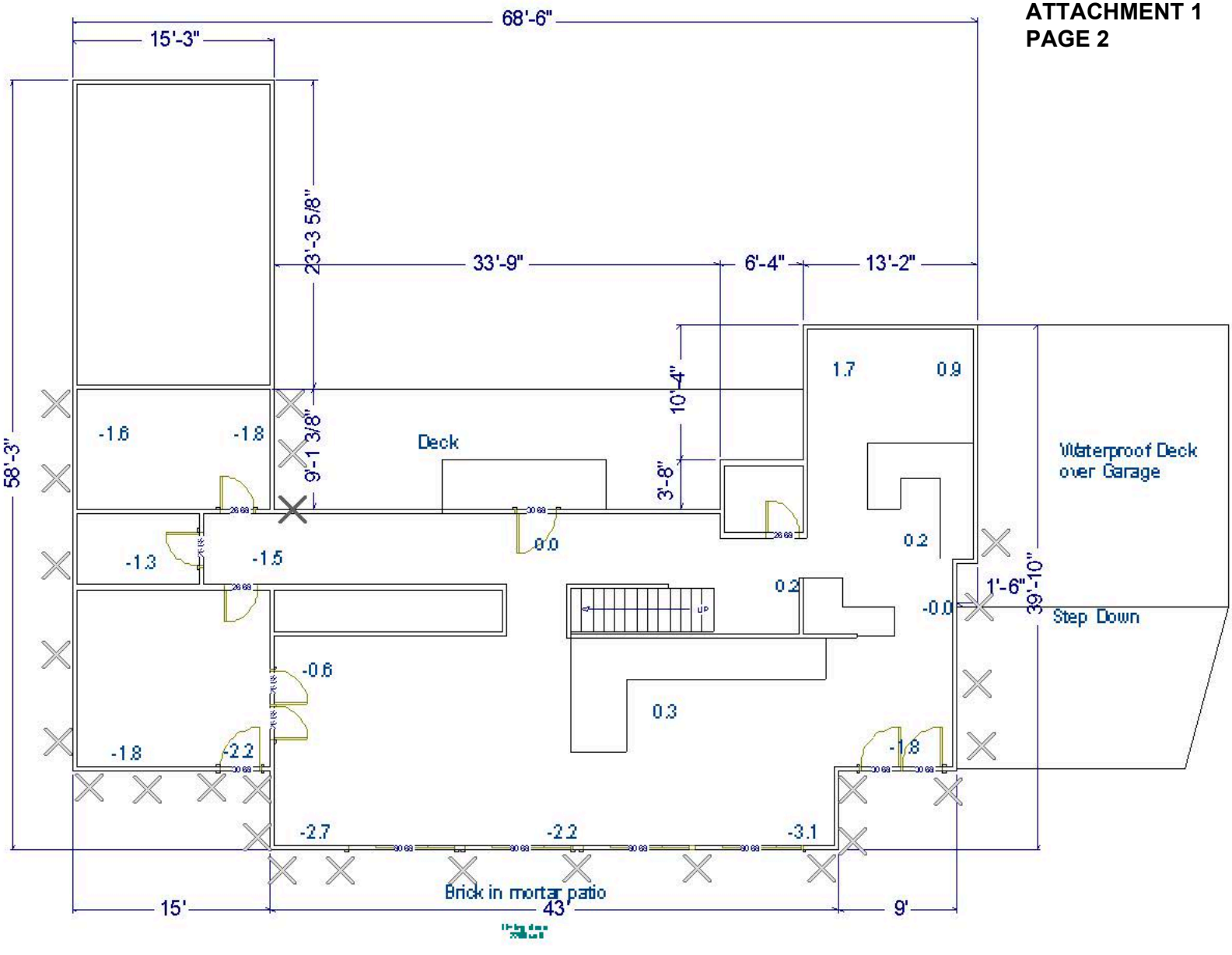
Dollar amount: $102,300.00 per quote from Eagle Lift for sloping foundation. This only includes actual foundation work, not prep or post work (ie, brick work around home may need to be moved) This does not include cracks in our home, sloping deck, or cracks in swimming pool. See attached for details

This is an unlimited case.

Please let us know if you require further information. We will expect action within 45 days.

Thank you,
Jessica and Jaime Flores
[redacted]

ATTACHMENT 1
PAGE 2



EAGLELIFT

[redacted]

Date: April 16, 2024

This Agreement is made between:

Name: Jessica and Jaime Flores
Address: [redacted]
Phone: [redacted]
Email: [redacted]

and EagleLIFT, Inc. represented by: Stan Caylor Phone: [redacted]

PROPOSAL AND CONSTRUCTION CONTRACT Home Improvement

You are entitled to a fully executed copy of this agreement, signed by both you and the Contractor, before any work is started.

1. DESCRIPTION OF PROJECT:
EagleLIFT (also referred herein as "Contractor") will furnish all labor, materials, equipment, supervision, and contract administration to complete in a good and workmanlike manner the following: Alterations to resident of Jessica and Jaime Flores (also referred herein as "Customer") located at address [redacted] (hereinafter the "Project" or "Work"), as described more fully in the scope of work and drawings, pages 1-15

Contractor's scope of work under this Contract does not include any of the following items: Repair or replacement of any flooring, drywall, hardscape or softscape, or any finish work that may be required when the scope of work is completed. All utilities that may be affected by the install and/or lift are the responsibility of the customer. Any existing or new breaks in plumbing lines may result in polymer infiltration to which EagleLIFT is not responsible. Water and Sewer line inspection is strongly recommended prior to work commencement.

INITIAL_____

EAGLELIFT

2. DESCRIPTION OF SCOPE OF WORK, MATERIALS USED AND EQUIPMENT TO BE INSTALLED:

This estimate is provided to you, prior to an Engineer's review & repair design, however, it IS based on historical data and contractor's experience. Upon Engineer's review and actual subgrade site conditions*, the estimated Scope of Work is subject to change. In such case, costs will be adjusted and submitted for your approval prior to commencement of project OR continuation of project. ALL changes/project adjustments will be handled with change orders.

.

GOAL/OBJECTIVE OF PROJECT TO LIFT TO AS LEVEL AS PRACTICABLE AND MITIGATE FURTHER SETTLEMENT IN TREATED AREAS.

CLIENT OBJECTIVE AND AREA OF MOST CONCERN: To lift the side and back perimeter walls and new safe basement jacks to adjust and level interior

POTENTIAL LIMITATIONS TO GOAL/OBJECTIVE: See attached FAQ's.

EagleLIFT proposes to install 19 new push piers around the perimeter excluding the garage area and to replace interior posts with new safe basement jacks to level as possible, the interior.

INITIAL_____

PUSH PIERS:

- EagleLIFT, Inc. will excavate next to the foundation at each pier location to expose the footing (**assumptions are typical footing/grade beam conditions) or bottom of grade beam. Push piers will be placed along the perimeter of the home where the majority of settlement has occurred, or in other designated places.
- After the foundation is treated, the excavated soil will be used as backfill to fill the holes and/or trenches. The soil will be placed in 6 to 10-inch thick lifts and manually compacted in place.
- The hydraulically-driven push piers will be installed individually, using the maximum weight of the structure and surrounding soil to advance each pier, until the target/design driving pressure (load) is reached, or the structure begins to lift, whichever comes first. Pressure gauges will be used during installation to calculate applied force.
- After all piers have been installed, all of the piers will be loaded together using hydraulic cylinders. Loading will be controlled at each pier location by opening and closing valves located either at each pier or at a manifold.
- Any movement of the structure will be closely monitored and documented during the installation process.

- Price for piers includes an installation depth from the depth of the pier bracket to a depth of up to 60 feet. Should additional depth be required to reach load-bearing strata, this will be charged at $35/foot. If additional material is required, a material acquisition/replenishment fee may be required. We would not proceed without a signed change order from Client.
- Where required, sections of pavement or slabs will be saw cut and removed to provide access to the foundation. EagleLIFT, Inc. will not be responsible for replacement of exterior concrete, however we cannot guarantee an exact finish to match surrounding areas.

INTERIOR SUPPORT POSTS / ADJUSTABLE FLOOR JACKS:

- Install an estimated 3 Safe Basement floor jack assemblies or equivalent as indicated on the job drawing to support the floor joist system.
- Install an estimated 0 interior posts as indicated on the job drawing to support the floor joist system.
- Replace existing wood interior posts with pressure treated post and straps.
- Install concrete base footing.
- Install / Replace 0 feet of supplemental beam.
- If additional posts or jacks is field determined/ needed will be handled via change order during installation

*Contract may change based upon on the actual conditions noted when work is started. **Assumptions are normal/typical footings with no additions to footings that require additional work. Generally, a normal/typical footing is roughly 18”-36” deep. Additional depths, overpour and other non-standard conditions will be addressed with a change order calculating man hour rates for additional labor. This includes but is not limited to, disconnecting or working around caissons, chipping/removing/prepping additional concrete, deep footings. etc.

Any additional labor outside of the original SCOPE OF WORK will be charged at a rate of $165 per hour per man.

3. CONTRACT PRICE:
Owner shall pay Contractor the sum of $ 64,600.00 (the Contract Price) for the Project/work to be performed under this Contract, subject to additions and deductions pursuant to change orders agreed upon in writing by the parties, and subject to ‘allowances’ as provided below.

The Contract Price can include specific dollar amounts that are set aside for certain materials, finishes, fixtures, and other items that have not been selected or decided upon by the Owner. These allowances from the Contractor include all overhead and profit, plus all applicable sales taxes. Any contract changes/adjustments will be handled with change order(s).

INITIAL_____

PRODUCT & SERVICE	PRICE
Push Piers allowable 0'-60' depth 26@$2,450	$63,700.00
Concrete removal per pier location 16@ $275 per location	$4,400.00
Concrete replacement per pier location 16@ $325 per location	$5,200.00
Steel reinforcements per linear foot 40@ $225 per l.f.	$9,000.00
Replace brick patio decking where removed for work approx 43'	$15,600.00
Smart Jack replacement - girder support 2@ $450 per jack	$900.00
Mobilization	$3,500.00
TOTAL	$102,300.00

4.DOWNPAYMENT: IT IS AGAINST THE LAW FOR A CONTRACTOR TO COLLECT PAYMENT FROM A HOMEOWNER FOR WORK NOT YET COMPLETED, OR FOR MATERIALS NOT YET DELIVERED. HOWEVER, A CONTRACTOR MAY REQUIRE A DOWN PAYMENT. APPLICABLE TO HOMEOWNERS ONLY : THE DOWN PAYMENT MAY NOT EXCEED $1000 OR 10% OF THE CONTRACT PRICE, WHICHEVER IS LESS. Payment schedule may be negotiated between Customer and EagleLIFT. If any of the payments are not made timely when due and EagleLIFT must impose a cessation of work, a re-mobilization may be assessed.

INITIAL_____

Initial Down Payment	$1,000.00
Payment for Materials Delivered (Due upon material delivery)	$45,535.00
Progressive Payment - Due upon the installation of the 13th pier	$22,768.00
Progressive Payment – Due upon the installation of the 26th pier	$22,767.00
Final Payment for Completed Work (Due in full upon completion of installation and is not contingent on engineering)	$10,230.00
CONTRACT TOTAL	$102,300.00

5. WORK TIME FRAME

The work to be performed under this Contract shall be commenced approximately 20 - 24 weeks from signature of this contract as long as any agreed upon funds are paid to the Contractor and permits, if applicable, are issued. The Project shall be completed by approximately 6-14 days, subject to permissible delays as defined in this contract.

6. LIST OF DOCUMENTS TO BE INCORPORATED INTO THE CONTRACT

A. Proof of Commercial General Liability and Workers Compensation is attached to this document.
B. Drawings consisting of 1 page, showing scope of work.
C. Warranty for Products

Customer acknowledges and warrants that he/she has provided or disclosed to EagleLIFT, Inc. any and all known prior work associated with the above-mentioned repair. This includes any geotechnical and/or geological reports, engineering reports, soils stabilization or work that has been done similar to the work subject to this proposal, plans, or drawings relating to foundations, soils or structural components, that pertain to, or would affect or be affected by the work proposed to be done by EagleLIFT, Inc.

INITIAL_____

Engineering and Permits

City permits, engineering plans, geotechnical reports and special inspections are the responsibility of the customer and the customer shall pay all costs associated with these items upon the signing of the contract. EagleLIFT can assist client in obtaining these items. Engineering and permitting costs are non-refundable as upon their completion, all documents are delivered to the client.

INITIAL _____

Items EagleLIFT not responsible for and 100% Lateral Movement Exclusion

This is a construction project and although EagleLIFT will take appropriate precautions and work in a good and workmanlike manner, customer is responsible for any finish carpentry, flooring, painting, paneling, drywall, etc. that may be required after our operations are completed. As this repair is a structured lift of settled property, it may cause some interior/exterior cracks to appear/reappear, windows to crack, doors to misalign or utility lines to break. These are to be expected and are not the responsibility of EagleLIFT to repair. EagleLIFT is not responsible for any pipes that become damaged or broken through the installation process, the cleaning out of polyurethane, due to product's intrusion into any broken or damaged pipes, any concrete replacement or finish work unless specified in the project description. EagleLIFT is not responsible for any lateral movement on any of our completed scopes of work on any structure(s). The client has been informed and completely understands our 100% lateral movement exclusion and by initialing, affirms and agrees. The technology used by EagleLIFT deals only with the vertical movement of the structure required to bring it back to or near original grade.

INITIAL _____

There remains a potential for future movement of the foundation after EagleLIFT, Inc. has finished the work. EagleLIFT, Inc. is in no way responsible for such future movement and does not warrant the completed work against such movement.

a) **Areas of Structure Not Treated** – Areas of the structure that have not been treated by EagleLIFT may experience movement in the future. These areas will be considered outside the scope of work and will be considered a new scope of work.
b) **Foundation Constructed on Dry Soils** – All dry expansive clay soils are subject to uplift as the underlying support soils take on moisture. This type of movement is usually caused by slow moisture migration and often continues for 5-years, but may continue for as long as 10-years after new construction. A Soils test is strongly recommended for any foundation less than 5-years old.
c) **Foundations Repaired on Dry Soils** – Foundations repaired on dry soils are subject to additional uplift as the underlying soils take on moisture.
d) **Foundations Constructed on Wet Soils** – Foundations constructed on wet expansive clay soils will settle when the soil begins to lose moisture through natural capillary and evaporative processes. This type of movement may last several years.

e) **Foundations Located on Seasonally Wet Soils** – Foundations located on expansive clay soils are subject to sub-surface moisture migration from uphill gradient, underground springs, water traps, fluctuating water tables or improper grading and
f) have a high potential for movement during seasonal moisture cycles. These conditions may influence isolated areas or the entire foundation/slab structure.
g) **Plants** – Trees and large shrubbery, located near the foundation, often desiccate the soils under the slab/foundation during periods of dry weather and may cause the interior floor slab or exterior foundation to settle.
h) **Plumbing Leaks** – Plumbing leaks in expansive clay soils may cause the soils to swell and heave or lift the slab/foundation. Wet expansive clay soils, caused by previous plumbing leaks, will often shrink after the plumbing has been repaired and cause the slab/foundation to settle. Such shrinkage may occur over long periods of time.
i) **Improperly Compacted Fill Soils** – Soils used as fill in order to provide a level building site should be compacted in layers under the supervision of a Geotechnical Engineer and according to the procedure's arrived at by laboratory tests. If these procedures are not followed, the foundation may be supported by improperly compacted fill, and may allow the foundation to experience additional settlement.
j) S**andy, Silty Soils** – Sandy, silty soils that overlay expansive clay may provide an avenue for rapid moisture migration. Seasonal movement of the interior slab or seasonal uplift of the perimeter foundation beam may occur.
k) The project work does not provide a remedy for the items a-h above. Additional work in the future may be required and is not covered by any further warranty, express or implied, under the terms of this contract.

INITIAL _____

I have reviewed this Proposal of Services, accept the proposed price, specifications, all terms & conditions, including all additional wording on the reverse of the forms, and find it to be satisfactory. I am aware that this Proposal of Services expires 30 days from the date received and can be withdrawn any time after the expiration date.

INITIAL_____

7. CONSUMER NOTICES AND DISCLOSURE STATEMENTS

A. Performance of Extra or Change Order Work Notice

1. Any additional material or work required beyond the original Scope of Work guidelines will result in a change order, presented to customer for signed approval and payable upon completion of job.
2. A change order is not enforceable against a buyer unless the change order also identifies all of the following in writing prior to any work covered by the new change order;
    I. The scope of work encompassed by the order
    II. The amount to be added or subtracted from the contract.
    III. The effect the order will make in the progress payments or the completion date.
    IV. Signatures of customer and contractor.
3. Contractor's failure to comply with the requirements of this paragraph does not preclude the recovery of compensation for work performed based upon legal or equitable remedies designed to prevent unjust enrichment.

B. Mechanics' Lien Warning

Anyone who helps improve your property, but who is not paid, may record what is called a mechanic's lien on your property. A mechanic's lien is a claim, like a mortgage or home equity loan, made against your property and recorded with the county recorder. Even if you pay your contractor in full, unpaid subcontractors, suppliers, and laborers who helped to improve your property may record mechanics liens and sue you in court to foreclose the lien. If a court finds the lien is valid, you could be forced to pay twice or have a court officer sell your home to pay the lien. Liens can also affect your credit.
To preserve their right to record a lien, each subcontractor and material supplier must provide you with a document called a "20 day Preliminary Notice." This notice is not a lien. The purpose of the notice is to let you know that the person who sends you the notice has the right to record a lien on your property if he or she has not paid.

BE CAREFUL. The Preliminary Notice can be sent up to 20 days after the subcontractor starts work or the supplier provides material. This can be a big problem if you pay your contractor before you have received the Preliminary Notice. You will not get Preliminary Notices from your Prime Contractor or from laborers who work on your project. The law assumes that you already know they are improving your property.

PROTECT YOURSELF FROM LIENS. You can protect yourself from liens by getting a list from your contractor of all the subcontractors and material suppliers that work on your project. Find out from your contractor when these subcontractors started work and when these suppliers delivered goods or materials. Then wait 20 days, paying attention to the Preliminary Notices you receive.

PAY WITH JOINT CHECKS. One way to protect yourself is to pay with a joint check. When your contractor tells you it is time to pay for the work of a subcontractor or supplier who has provided you with a Preliminary Notice, write a joint check payable to both the contractor and the subcontractor or material supplier.

For other ways to prevent liens, visit CSLB's website at www.cslb.ca.gov or call CSLB at 1-800-321-2752

Remember, if you do nothing, you risk having a lien placed on your home. This can mean that you may have to pay twice, or face the forced sale of your home to pay what you owe.

C. Contractors Board Notice

"Information about the Contractors State License Board (CSLB)"

CSLB is the state consumer protection agency that licenses and regulates construction contractors. Contact CSLB for information about the licensed contractor you are considering, including information about disclosable complaints, disciplinary actions, and civil judgments that are reported to the CSLB. Use only licensed contractors. If you file a complaint against a licensed contractor within the legal deadline (usually four years), CSLB has the authority to investigate the complaint. If you use an unlicensed contractor, CSLB may not be able to help you resolve your complaint. Your only remedy may be in Civil Court, and you may be liable for damages arising out of any injuries to the unlicensed contractor or the unlicensed contractor's employees.

For more information: Visit CSLB website at www.cslb.ca.gov

Call CSLB at 1-800-321-2752

Write CSLB at P.O. Box 26000, Sacramento, CA 95826

D. Three Day Right to Cancel

You, the buyer, have the right to cancel this contract within three business days. You may cancel by emailing, mailing, faxing, or delivering a written notice to the contractor at the contractor's place of business by midnight of the third business day after you received a signed and dated copy of the contract that includes this notice. Include your name, your address, and the date you received the signed copy of the contract and this notice. If you cancel, the contractor must return to you anything you paid within 10 days of receiving the notice of cancellation. For your part, you must make available to the contractor at your residence, in substantially as good condition as you received it, any goods delivered to you under this contract or sale. Or, you may, if you wish, comply with the contractor's instructions on how the return the goods at the contractor's expense and risk. If you do make the goods available to the contractor and the contractor does not pick them up within 20 days of the date of your notice of cancellation, you may keep them without any further obligation. If you fail to make the goods available to the contractor, or if you agree to return the goods to the contractor and fail to do so, then you remain liable for performance of all obligations under the contract.

E. Attorney's Fees

If any amount of the contract remains unpaid and collections made by EagleLIFT, Inc. and/or its hired attorneys, lead to demand in collection, original prices, based on pre-approved terms will be forfeited. A thirty percent (30%) charge on the entire unpaid amount will be incurred as liquidated damages for labor, materials, and additional administrative efforts to collect delayed payment. Said liquidated damages are in addition to interest and attorney fees further provide for hereunder. Customer understands and agrees to pay 1.5% finance charges per month for any and all past due amounts. If for any reason EagleLIFT, Inc. must begin mediation, arbitration, collections or actions in law whether based in contract or tort, to enforce this agreement or any other between EagleLIFT,

Inc. and customer, the prevailing party in such mediation, arbitration, collections or actions in law shall recover reasonable actual attorney fees in addition to other legal and related costs, or other remedies.

8. AGREEMENT TERMS & CONDITIONS

ITEMS WHICH CUSTOMER IS RESPONSIBLE
When trenching and excavation is required, Contractor will backfill and tamp dirt to the best of its ability. However, Customer may need to add more top soil at a later date if the area excavated settles. Customer is also responsible for any landscaping, reseeding and re-sodding as EagleLIFT is not responsible for replacing affected landscaping unless specified in the project description.

Proper drainage must be installed and/or maintained in order for the EagleLIFT warranty to be enacted or remain in effect. Once proper drainage is install/maintained, such warranty is immediately effective once full payment is received and all funds cleared bank. EagleLIFT does not provide drainage solutions. EagleLIFT's only responsibility is for foundation lifting/leveling and/or soil densification and/or stabilization as stated in the designated scope of work described in Section 2. Any work outside of what is specifically listed in Section 2 is outside our scope of work and not included in that scope of work even if there are additional requirements made by City Approved Plans and/or Engineering.
Contractor calls "Diggers Hotline" to have all public underground utilities located. If Customer lives at a rural address, public lines will only be located to the pole or Customer's property line. Customer is responsible for marking any private lines such as satellite dish cables, propane lines, sprinkler system lines, etc. Customer assumes all responsibility and will hold EagleLIFT, Inc. harmless for damages due to breakage of any hidden or unmarked fuel/utility/service/private lines, though Contractor will do its best to avoid such damage.

CUSTOMER
Any and all discrepancies must be in writing to EagleLIFT, Inc. within five (5) days of completion. Failure to notify EagleLIFT, Inc. constitutes approval of all work completed.

TERMINATION OF THE AGREEMENT
Termination by the General Contractor. If the Work/Project is stopped for a period of thirty (30) days under an order of any court or other public authority having jurisdiction, or as a result of an act of government, such as a declaration of a national emergency making materials unavailable, through no act or fault of Contractor, or if the Work/Project should be stopped for a period of fourteen (14) days by Contractor for the Owner's failure to make payment under this agreement, then Contractor may, at Contractor's sole discretion, upon seven (7) days' written notice to Owner, terminate this Agreement and recover from Owner payment for all work executed, Contractor's Fee earned to date, and for the cost of any proven loss sustained on any materials, equipment, tools, construction equipment, and machinery.

Termination by Owner without Cause. If Owner terminates this Agreement for any reason other than Contractor's failure to perform its obligations under this Agreement, it shall reimburse Contractor for any unpaid Cost of the Work/Project that may have been due, if any, plus reasonable costs in connection with products, services, and labor furnished or rendered to the date of termination. Owner also shall pay Contractor fair compensation, either by purchase or rental at the election of Owner, for any materials or equipment retained. Contractor shall, as a condition of receiving the payment referred to in this provision, execute and deliver all such papers and take all such steps, including the legal assignment of these contractual rights, as Owner may require for the purpose of fully vesting in Owner the rights and benefits of Contractor under such obligations or commitments.

MEDIATION
Any dispute arising out of, relating to, or in connection with this Agreement, including without limitation, the meaning or application of any provision of this Agreement, or the performance of any obligation under this Agreement, shall first be submitted to mediation

in an informal attempt to resolve such dispute. The mediation shall be conducted by IVAMS, or similar Alternative Dispute Resolution Service mutually selected by the parties, with a mediator experienced in the area of construction and construction contracts. Any party who first files any claim, including a complaint, without first seeking in good faith to participate in mediation, shall not be entitled to recover its attorney's fees pursuant to of this Agreement, regardless of whether such party is the “prevailing party” in any such action.

ARBITRATION OF DISPUTES

In the event that parties are unable to resolve their respective disputes at Mediation, all claims, disputes, and other matters in question arising out of, relating to, or in connection with this Agreement, including without limitation, the meaning or application of any provision of this Agreement, or the performance of any obligation under this Agreement, excepting claims that have been waived by the making or acceptance of final payment, shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, or pursuant to an alternate Alternative Dispute Resolution Service mutually selected by the parties. The award rendered by the arbitrators shall be final, and judgment may be entered on it in accordance with applicable law in any court having jurisdiction thereof.

Unless otherwise agreed in writing, General Contractor shall carry on the Work and maintain the Contractors Completion Date during any arbitration proceedings, and Owner shall continue to make payments in accordance with this Agreement.

All claims that are related to or dependent on each other, shall be heard by the same arbitrator or arbitrators, even though the parties are not the same, unless a specific contract prohibits such consolidation.

“NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE ‘ARBITRATION OF DISPUTES’ PROVISION DECIDED BY NEUTRAL ARBITRATION AS

PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE ‘ARBITRATION OF DISPUTES’ PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE BUSINESS AND PROFESSIONS CODE OR OTHER APPLICABLE LAWS. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY.”

WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE ‘ARBITRATION OF DISPUTES’ PROVISION TO NEUTRAL ARBITRATION.

INITIAL _____

LIMITATION OF LIABILITY

Except as expressly stated in the accompanying Limited Warranty Agreement, no warranties or representations have been made by Contractor concerning the Project and/or the material and services furnished, including without limitation any implied warranties of merchantability or fitness for a specific purpose. To the fullest extent permitted by law, Customer acknowledges and agrees that upon completion of the Project, Customer's sole and exclusive remedies for breach of any and all warranties and for contractor's liability of any kind under this Agreement shall be limited to the remedies expressly set forth in the Limited Warranty Agreement. Customer further agrees that the total liability, in the aggregate, of the Contractor for any and all claims, losses, costs or damages, of any nature whatsoever arising from, or in any way related to, the Project and/or the this Agreement shall not exceed the total compensation received by the Contractor under this Agreement. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law. Customer further agrees that in no event shall

Contractor be responsible for special, indirect, incidental, or consequential damages of any kind, even if Contractor has been advised of the possibility of such potential losses and/or damages.

INITIAL_____

MODIFICATIONS
This Agreement cannot be changed nor can any provision of this Agreement, or any right or remedy of any party, be waived orally. Changes and waivers can only be made in writing and the change or waiver must be signed by the party against whom the change or waiver is sought to be enforced. Any waiver of any provision of this Agreement, or any right or remedy, given on any one or more occasions shall not be deemed a waiver with respect to any other occasion.

EXTENT OF AGREEMENT
This Agreement is signed by the parties as a final expression of all of the terms, covenants, and conditions of their agreement and as a complete and exclusive statement of its terms, covenants, and conditions and is intended to supersede all prior agreements and understandings concerning the subject matter of this Agreement. As drawings and specifications are completed, they shall be identified by amendment to this Agreement. This Agreement shall not be superseded by any provisions of the documents for construction and may be amended only by written instructions signed by both Owner and Contractor.

SEVERABILITY
In the event that any provision of this Agreement be declared or be determined by any court of competent jurisdiction to be illegal, invalid, or unenforceable, the legality, validity and enforceability of the remaining parts, terms or provisions shall not be effected thereby and said illegal, unenforceable, or invalid term, part or provision shall be deemed not to be a part of this Agreement.

GOVERNING LAW
This Agreement was prepared, negotiated, and delivered in the State of California. In the event of any dispute concerning or arising out of this Agreement, the laws of the State of California shall govern and control the construction and enforcement of this Agreement. In the event of such dispute, the parties agree and acknowledge that San Bernardino County in the State of California is the lawful jurisdiction.

SPECIALIST
I have discussed and reviewed with the customer regarding the proposed services for this repair, proposed price, specifications, terms & conditions.

_____REP INITIALS`

CUSTOMER	EAGLELIFT, INC.
_____	_____
Customer Signature	EagleLIFT, Inc. Authorized Signature
_____	_____
Customer Name & Title	EagleLIFT, Inc. Authorized Name
_____	_____
Date	Date

EAGLELIFT PROJECT INSTALLATION
FAQ'S

Thank you for selecting the EagleLIFT Team for your foundation repair needs. As a property owner we know that this type of a project can be stressful so we listed our FAQ's to help navigate the project installation process.

Question: I want to lift my house back to level. Will you be able to do that?

Answer: We recognize that for many of our clients the goal of the project is to lift the foundation. EagleLIFT has performed thousands of successful lifts over two decades however, there are some potential limitations to effecting a lift. EagleLIFT Foreman and crews are trained to perform the desired scope while monitoring the slab/structure for its ability to tolerate the lift process. In other words, if you have 3 inches of settlement but your slab/structure only tolerates 2 inches lift before showing signs that it may be at risk for cracking or other damage, we will halt the lift process and leave it at its most practicable elevation. Conditions such as age and degradation of the foundation and wooden components may also impact the lift. These conditions are subgrade and often unknown prior to excavation. We invite our clients to the lift and highly recommend you plan to be present for the lift. Our goal is for you to be a satisfied client while preserving your most valuable asset.

Question: Can I be inside my property during the project or do I need to relocate?

Answer: Most of our scope of work is performed on the exterior perimeter of the property and/or in the crawlspace. We will come inside to take a set of elevations before commencing the install and after it is complete. If there is work to be performed inside the property you can typically be present. There will be noise and disruption from our equipment but it is very temporary.

Question: Will my plants and shrubs on the outside of the property be disrupted?

Answer: Plants and shrubs may be impacted by our work particularly if the work scope is located where plants and shrubs are. Our job is to underpin your property and this type of construction project may cause some disruption. We do our best to minimize our impact however we recommend you remove plants and shrubs you wish to preserve and have your landscaper replant the area after we complete your project.

Question: I have a strict budget so I want to know what type of changes can occur on a project of this type?

Answer: We understand that this is a costly repair and our clients want to plan accordingly. Most of the work EagleLIFT performs is subgrade therefore, there are some unknowns. For example, in order to install piers, EagleLIFT must excavate to the bottom of your foundation footing. Typical footings in our service areas are generally between 18"-36" deep. Deeper footings require more excavation and therefore more labor and may result in a change order. During the pier installation process, the piers may require additional steel tube depths to reach load bearing strata. Additional tubes beyond the contracted depth triggers a change order. While that is not an exhaustive list of changes that can occur on a project, the most important takeaway is that these types of projects may necessitate changes. Rest assured that we will inform you and get your permission should additional changes be needed.

Question: After the work is performed, will you replace my flooring, drywall or perform any finish work?

Answer: That is a good question and a good opportunity to remind you of some of the items that are not part of EagleLIFT's scope. Please refer to the work contract page 1 paragraph two under the "description of the scope of work". Repair or replacement of any flooring, drywall, hardscape or softscape, or any finish work that may be required when the scope of work is completed. All utilities that may be affected by the install and/or lift are the responsibility of the customer. Any existing or new breaks in plumbing lines may result in polymer infiltration to which EagleLIFT is not responsible. Water and Sewer line inspection is strongly recommended prior to work commencement.

Question: How can I make my payments?

Answer: You may pay via secured link, ACH or wire transfer or you can hand the Foreman onsite a check made out to EagleLIFT, Inc.. Please review your contract payment schedule; this will help you prepare your material, progress and completion payments. We will send you invoices as we reach the respective milestone payments. If you are paying by credit card, please make sure that you confirm your banks daily limit.

Additional Information:

EagleLIFT will contact "Digger's Hotline" to have all public underground utility lines located. Should you have private lines (such as satellite dish cables or sprinkler system lines), please mark these lines before your installation date. As the property owner, these private lines are your responsibility and EagleLIFT cannot be liable should damage to these lines occur.

If consent to work in your neighbor's yard is necessary, please get permission, and let our office know right away if there are any problems.

Should you have additional questions, please contact your Representative/Estimator or our EagleLIFT staff @ 877-752-2522.

We are happy to assist you through the process and look forward to making your project a success.

Client Name: _____

Client Signature: _____

Date: _____

Agenda Item 9.1

MINUTES
SAN JOAQUIN AREA FLOOD CONTROL AGENCY
BOARD MEETING OF AUGUST 15, 2024
STOCKTON, CALIFORNIA

1. CALL TO ORDER 10:03 AM

Director Wright arrived after Call to Order at 10:05 AM.

2. CLOSED SESSION 10:06 AM

2.1) Conference with Legal Counsel and Recruiter regarding Public Employment pursuant to Government Code Section 54957 Title: Executive Director

2.2) Conference with Legal Counsel – Anticipated Litigation (Government Code Section 54956.9(d)(2).)

PUBLIC COMMENTS:

Dominick Gulli shared comments during the meeting for all to hear. **10:04 AM**

Entered Closed Session: **10:06 AM**
Reconvened at: **11:01 AM**

REPORT OUT ON CLOSED SESSION: 11:01 AM

2.1) The Board has appointed a sub-committee to begin the screening process for applications that were received.
2.2) No report.

3. ROLL CALL 11:02 AM

Present:	Absent:
Director Akinjo	Director Lazard
Director Canepa	Director Warmsley
Director DeBrum	
Director Halford	
Director Patti	
Director Singh	
Director Wright	

Director Warmsley left the meeting after Closed Session at 11:01 AM.

4. PLEDGE TO FLAG: 11:02 AM

5. PUBLIC COMMENTS 11:03 AM

Dominick Gulli shared comments during the meeting for all to hear.

6. CONSENT ITEMS 10:38 AM

6.1) Approve Minutes from July 18, 2024, Board Meeting

Motion:	To approve Minutes from July 18, 2024, Board Meeting
Moved by:	Director Singh, Second Director Halford
Vote:	Motion carried 7-0
Yes:	Director Akinjo, Director Canepa, Director DeBrum, Director Halford, Director Patti, Director Singh, Director Wright
Absent:	Director Lazard, Director Warmsley

Motion was made but withdrawn to allow Public Comments.

PUBLIC COMMENTS:

Dominick Gulli shared comments during the meeting for all to hear.

Motion was restated for a second time to approve minutes.

Motion:	To approve Minutes from July 18, 2024, Board Meeting
Moved by:	Director Wright, Second Director DeBrum
Vote:	Motion carried 7-0
Yes:	Director Akinjo, Director Canepa, Director DeBrum, Director Halford, Director Patti, Director Singh, Director Wright
Absent:	Director Lazard, Director Warmsley

7. NEW BUSINESS 11:14 AM

7.1) Amendment No. 6 to the Funding Agreement with the California Department of Water Resources for Smith Canal Gate Project Urban Flood Risk Reduction Program

Motion:	To approve Amendment No. 6 to the Funding Agreement with the California Department of Water Resources for Smith Canal Gate Project Urban Flood Risk Reduction Program
Moved by:	Director Halford, Second Director Patti
Vote:	Motion carried 7-0
Yes:	Director Akinjo, Director Canepa, Director DeBrum, Director Halford, Director Patti, Director Singh, Director Wright
Absent:	Director Lazard, Director Warmsley

7.2) Approve a Resolution authorizing the Executive Director to negotiate and execute various Master Services Agreements to support the implementation of SJAFCA's Projects and Programs.

Motion:	To approve a Resolution authorizing the Executive Director to negotiate and execute various Master Services Agreements to support the implementation of SJAFCA's Projects and Programs.
Moved by:	Director DeBrum, Second Director Halford
Vote:	Motion carried 7-0
Yes:	Director Akinjo, Director Canepa, Director DeBrum, Director Halford, Director Patti, Director Singh, Director Wright
Absent:	Director Lazard, Director Warmsley

8. BRIEFINGS 11:48 AM

None.

9. ORAL REPORT FROM EXECUTIVE DIRECTOR 11:48 AM

9.1) On August 9, Taylor Reed from Congressman Josh Harder's office toured the Smith Canal Gate Construction Project

9.2) On August 14, the State Central Valley Flood Protection Board, along with representatives from the Department of Finance and the Legislative Analyst's office toured SJAFCA's projects.

10. BOARD QUESTIONS, COMMENTS, ACTIONS 11:51 AM

None.

11. COUNSEL REPORT 11:52 AM

None.

12. ADJOURNMENT 11:52 PM

The meeting adjourned at 11:52 am. The next meeting is scheduled for September 19, 2024 at San Joaquin Council of Governments (SJCOG) office.

In compliance with the Americans with Disabilities Act, the meeting room is wheelchair accessible and disabled parking is available. If you have a disability and need disability-related modifications or accommodations to participate in this meeting, please contact the Board's office at (209) 299-4200. Requests must be made one full business day before the start of the meeting.

CHRIS ELIAS
EXECUTIVE DIRECTOR
SAN JOAQUIN AREA FLOOD
CONTROL AGENCY

AUGUST 15, 2024, SJAFCA Meeting Minutes

Agenda Item 9.2

TO: Board of Directors September 19, 2024

FROM: Chris Elias, Executive Director

SUBJECT: **RATIFY IRRIGATION AGREEMENT AND RIGHT-TO-ENTER AND CONSTRUCT IMPROVEMENTS BETWEEN ELMWOOD PARTNERS L.P. / RAYMOND LAGORIO AND SAN JOAQUIN AREA FLOOD CONTROL AGENCY FOR STAGING AREA IN SUPPORT OF THE LOWER SAN JOAQUIN RIVER REACH TS30L LEVEE IMPROVEMENT**

RECOMMENDATION

Ratify Irrigation Agreement and Right-To-Enter and Construct Improvements between Elmwood Partners L.P. / Raymond Lagorio and the San Joaquin Area Flood Control Agency (Agency) for staging area (APN 071-150-060) in support of the Lower San Joaquin River (California) Project Reach TS30L Levee Improvement in the amount of $170,420.54.

SUMMARY

On May 16, 2024, the Agency Board of Directors authorized staff to execute an irrigation and right-to-enter agreement between Elmwood Partners L.P. / Raymond Lagorio and the Agency. That Agreement authorized the Agency to pay $152,325.86 for construction of improvements, including irrigation system replacement that would allow use of a 9.8-acre staging area without disrupting continued farming operation in an adjacent farmland as shown in attached Exhibit 'B' and the cost estimate provided as shown in Exhibit 'D' of March 1, 2024.

When the request for authorization was presented to the Board for consideration in May 2024, staff relied on a cost estimate provided at the time by the farmer, dated March 1, 2024. That estimate has since been revised to reflect the addition of specialty pipe and professional welding services needed to be done during harvest season. The new line items are not an increase in the scope of work, but they were items missed by the contractor in the original proposal and cost estimate. The addition of these two items resulted in a cost increase from $152,325.86 to $170,420.54.

Construction of the Lower San Joaquin River (California) Project Reach TS30L Levee is scheduled for April 2025 through September 2026. The farmer tenant of Elmwood Partners L.P. has been informed to discontinue farming on the 9.8 acres intended to serve as a staging area beginning from the 2024 rice cultivation and growing season. Given the schedule requirements and the need to continue collaboration with the farmer and landowner, staff proceeded to execute the Agreement at increased cost of $170,420.54. Staff would therefore respectfully request the Board to ratify the Irrigation Agreement and Right-To-Enter and Construct Improvements between Elmwood Partners L.P. / Raymond Lagorio and the San Joaquin Area Flood Control Agency (Agency) for staging area (APN 071-150-060) in support of the Lower San Joaquin River (California) Project Reach TS30L Levee Improvement in the amount of $170,420.54.

STAFF RECOMMENDATION

It is recommended that SJAFCA's Board of Directors ratify the Irrigation Agreement and Right-To-Enter between Elmwood Partners L.P. / Raymond Lagorio and SJAFCA for staging area (APN

071-150-060) in support of the Lower San Joaquin River (California) Project Reach TS30L Levee Improvement in the amount of $170,420.54.

FISCAL IMPACT

The execution of the Irrigation Agreement and Right-To-Enter and Construct Improvement on the Lower San Joaquin River (California) Project Reach TS30L Levee Improvement, involves securing 9.8 acres of farmland for staging area at a not-to-exceed cost of $170,420.54 over a three-year period, and this amount is accounted for in the 2023/2024 budget for the overall Lower San Joaquin River project.

STRATEGIC PLAN CONSISTENCY ANALYSIS

Consideration and approval of Irrigation Agreement and Right-To-Enter and Construct Improvement on the Lower San Joaquin River (California) Project Reach TS30L Levee Improvement implements the Mission and Goals of the Board-adopted Strategic Plan. Specifically, it is consistent with the Agency mission statement of "Reduce and Manage the Region's Flood Risk", Goal #1, “Plan for and Implement System Resiliency”; and Goal #4, “Support Appropriate, Mutually Beneficial Partnerships.”

PREPARED BY: OMAR AL-HINDI, EXECUTIVE PROJECT MANAGER

APPROVED BY:

CHRIS ELIAS
EXECUTIVE DIRECTOR

Attachments:

1. Revised Irrigation Agreement - Right-To-Enter and Construct Improvements (Elmwood Partners / Raymond Lagorio -SJAFCA)
2. Exhibit ‘A’ Legal Description
3. Exhibit ‘B’ Staging Lot Location Map
4. Exhibit ‘C’ Right-of-Entry Appraisal Maps
5. Exhibit ‘D’ Revised Cost Estimate by Southwest Pacific Irrigation Submitted through Elmwood Partners, L.P.
6. Exhibit ‘E’, Irrigation Site Improvement Plan
7. Exhibit “F” USACE – TS30L Take Letter to NFS dated July 5, 2022
8. Exhibit “G” Original Cost Estimate by Southwest Pacific Irrigation dated March 01, 2024 (VOID)

RESOLUTION NO. SJAFCA 24-28

S A N J O A Q U I N A R E A
F L O O D C O N T R O L A G E N C Y

==========

RATIFY IRRIGATION AGREEMENT AND RIGHT-TO-ENTER AND CONSTRUCT IMPROVEMENTS BETWEEN ELMWOOD PARTNERS L.P. / RAYMOND LAGORIO AND SAN JOAQUIN AREA FLOOD CONTROL AGENCY FOR STAGING AREA IN SUPPORT OF THE LOWER SAN JOAQUIN RIVER REACH TS30L LEVEE IMPROVEMENT

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE SAN JOAQUIN AREA FLOOD CONTROL AGENCY, AS FOLLOWS:

Authorize the Executive Director to:

1. Adopt a resolution authorizing the Executive Director to ratify the Irrigation Agreement and Right-To-Enter and Construct Improvements between Elmwood Partners L.P. / Raymond Lagorio and SJAFCA for staging area (APN 071-150-060) in support of the Lower San Joaquin River (California) Project Reach TS30L Levee Improvements in the amount of $170,420.54.

2. Appropriate $170,420.54 to fund the irrigation improvements as shown in the irrigation agreement and right-to-enter and construct improvements between Elmwood Partners L.P. / Raymond Lagorio and SJAFCA.

_____
PAUL AKINJO, Chair
of the San Joaquin Area
Flood Control Agency

ATTEST:

_____
CHRIS ELIAS, Executive Director
of the San Joaquin Area
Flood Control Agency.

APPROVED AS TO FORM:

_____
SCOTT L. SHAPIRO, Legal Counsel
for the San Joaquin Area
Flood Control Agency

DRAFT

AGENDA ITEM 9.2

RATIFY IRRIGATION AGREEMENT AND RIGHT-TO-ENTER AND CONSTRUCT IMPROVEMENTS BETWEEN ELMWOOD PARTNERS L.P. / RAYMOND LAGORIO AND SAN JOAQUIN AREA FLOOD CONTROL AGENCY FOR STAGING AREA IN SUPPORT OF THE LOWER SAN JOAQUIN RIVER REACH TS30L LEVEE IMPROVEMENT

ATTACHMENTS 1 -8

1. Revised Irrigation Agreement - Right-To-Enter and Construct Improvements (Elmwood Partners / Raymond Lagorio -SJAFCA)
2. Exhibit 'A' Legal Description
3. Exhibit 'B' Staging Lot Location Map
4. Exhibit 'C' Right-of-Entry Appraisal Maps
5. Exhibit 'D' Revised Cost Estimate by Southwest Pacific Irrigation Submitted through Elmwood Partners, L.P.
6. Exhibit 'E', Irrigation Site Improvement Plan
7. Exhibit "F" USACE – TS30L Take Letter to NFS dated July 5, 2022
8. Exhibit "G" Original Cost Estimate by Southwest Pacific Irrigation dated March 01, 2024 (VOID)

Available online at www.sjafca.org with the Agenda

Agenda Item 9.3

September 19, 2024

TO: San Joaquin Area Flood Control Agency Board of Directors

FROM: Chris Elias, Executive Director

SUBJECT: **RECEIVE REPORT OF BIDS, RATIFY ADDENDA, WAIVE MINOR IRREGULARITIES, APPROVE THE CONTINGENCY FUND, AND AWARD OF CONSTRUCTION CONTRACT TO AM STEPHENS CONSTRUCTION COMPANY, INC. IN THE SUM OF $435,688 FOR CONSTRUCTION OF THE STOPLOG STORAGE FOUNDATION TO SUPPORT THE SMITH CANAL GATE PROJECT**

RECOMMENDATION

It is recommended that the Board of Directors of the San Joaquin Area Flood Control Agency:

(a) Accept report of bids received for construction of the Stoplog Storage Foundation to support the Smith Canal Gate Project;

(b) Ratify Addenda No. 1 and No. 2 to the contract documents for the Stoplog Storage Foundation Project;

(c) Waive minor irregularities in the bid from AM Stephens Construction Company Inc.;

(d) Award the construction contract to AM Stephens Construction Company Inc. of Lodi, California in the sum of $435,688; and;

(e) Approve a contingency sum of $65,353 (or 15% of project cost) and authorize the Executive Director or designee to approve individual change orders up to this designated amount.

DISCUSSION

Background

The purpose of the Stoplog Storage Foundation is to support maintenance of the Smith Canal Gate Project and it involves construction of a concrete pad, including excavation, subgrade preparation, forming, and reinforcement, for the permanent storage of stoplog and racks. Once completed, the concrete pad would store six stoplogs, two permanent storage racks, and three travel racks. The stoplog storage foundation was separated as a standalone contract (from the original Smith Canal Gate Project) because a nearby storage location for these massive structures could not be secured within the project vicinity in a timely manner.

Stoplogs are hydraulic engineering control elements designed and used in floodgates to

cut off or stop the flow of water through the gate structure during needed maintenance. These massive structures, and related travel racks will be stored in a nearby state-owned facility (Attachment 1) for ease of access and retrieval for routine maintenance of the Smith Canal Gate that has recently been completed by a general contractor.

As part of the Stoplog Storage Foundation, the Agency published Public Notices in the Stockton Record on August 9 and August 16, 2024, inviting bids for the project. The Engineer's estimate for this project was $500,000. Interested contractors attended a mandatory pre-bid meeting on August 22, 2024.

On September 5, 2024, four sealed bids were received for the Project. A report of bids received at the bid opening for the project is summarized in Table 1 below.

Table 1

	Bidder	Bid Amount
1	AMStephens Construction Company Inc.	$435,688
2	Gateway Pacific Contractors, Inc.	$520,000
3	Arnaudo Construction, Inc	$541,000
4	Valentine Corporation	$829,369

Present Situation

SJAFCA's construction manager, Kjeldsen Sinnock Neudeck, Inc. (KSN), has mostly completed its due diligence review, and based on information known at this time is recommending AM Stephens Construction Company Inc. as the lowest responsible and responsive bidder. Due diligence will continue until the final review is complete. Staff recommends awarding the construction contract to AM Stephens Construction Company Inc., at this time.

After awarding the contract to AM Stephens Construction Company Inc., staff will schedule a pre-construction meeting with the contractor within two weeks to review and confirm the project delivery schedule.

Addenda Ratification

Two addenda (Attachment 2) were issued during the bid period to clarify the Project Contract Documents and answer bidders' questions. Staff recommends that the Board ratify the addenda to formally incorporate the addenda in the Project contract documents.

Staff has reviewed the bid proposals and recommends the Board award the construction contract to AM Stephens Construction Company Inc. as the responsible bidder submitting the lowest responsive bid. This recommendation is based on the following reasons:

1. All bid entries and requirements in the proposal submitted by AM Stephens Construction Company Inc. are in order;
2. AM Stephens Construction Company Inc.'s license is current, active, and in good standing;
3. AM Stephens Construction Company Inc. complies with the requirements of California Labor Code section 1771.1. AM Stephens and its subcontractors are registered with the California Department of Industrial Relations and qualified to perform public works under Section 1725.5 of the Labor Code.

Bid Bond Obligation

All bids must be accompanied by a form of security: cash, cashier's check, certified check, or a bidder's bond executed by an admitted surety insurer, made payable to SJAFCA. The bidder's security guarantees that the contractor awarded a contract will execute the contract and provide all required bonds and insurance. The bid bond surety owes no obligation to an owner when its insured (the contractor) is not awarded a contract or doesn't otherwise comply with bidding requirements.

Contingency Funds

The Contract award sum for the Project is $435,688. To allow staff to quickly address unforeseen or changed site conditions and other unanticipated occurrences, without causing unnecessary delays or consequential costs to the Project, staff recommends the Board approve the project contingency at $65,353 (or 15% of project costs). The recommended contingency amount will consider known and unknown risks, such as:

1. Unanticipated variances in quantities and cost of various lump sum items estimated in the Bid Proposal;
2. Differing site conditions;
3. Concealed conditions and/or field conditions that may be different from the baseline or as-built information used in preparation of Project Contract Documents; and
4. Coordination issues with utility owners with existing facilities within the Project limits.

CEQA Compliance

On November 19, 2015, the Board certified the Environmental Impact Report for the Smith Canal Gate Project and adopted Resolution No. 15-18.

This Project, which is a component of the Smith Canal Gate Project, is categorically exempt from environmental review under the California Environmental Quality Act, and the attached NOE (Attachment 3) for the Project will be filed with the San Joaquin County Clerk's Office and the State Clearinghouse in the California Office of Planning and Research upon approval. Specifically, the Project is exempt under both the Class 1 Existing Facilities exemption (CEQA Guidelines, § 15301) and the Class 4 Minor Alterations to Land exemption (CEQA Guidelines, § 15304), and no exceptions to the exemptions apply.

Public Outreach

During construction, steps will be taken to minimize impacts associated with the Project, such as noise and construction traffic. Outreach by Kim Floyd Communications will target the surrounding neighborhoods, updates on the Project website, Project fact sheets, media relations, regular email updates, and construction site signage. Neighbors will be informed of potential issues, as appropriate.

Next Steps

If the Board approves the recommendations, staff will proceed with Contract Administration, which is managed by KSN, to facilitate the construction of the Project.

FISCAL IMPACT

The Smith Canal Gate Project construction budget includes expenditures for the construction contract of the stop logs foundation project. Construction costs will be shared between the State Department of Water Resources (DWR) through a Funding Agreement with a cost share split of 63% DWR and 37% SJAFCA.

The bid from the lowest bidder (AM Stephens Construction Company Inc.) is below the Engineer's Estimate.

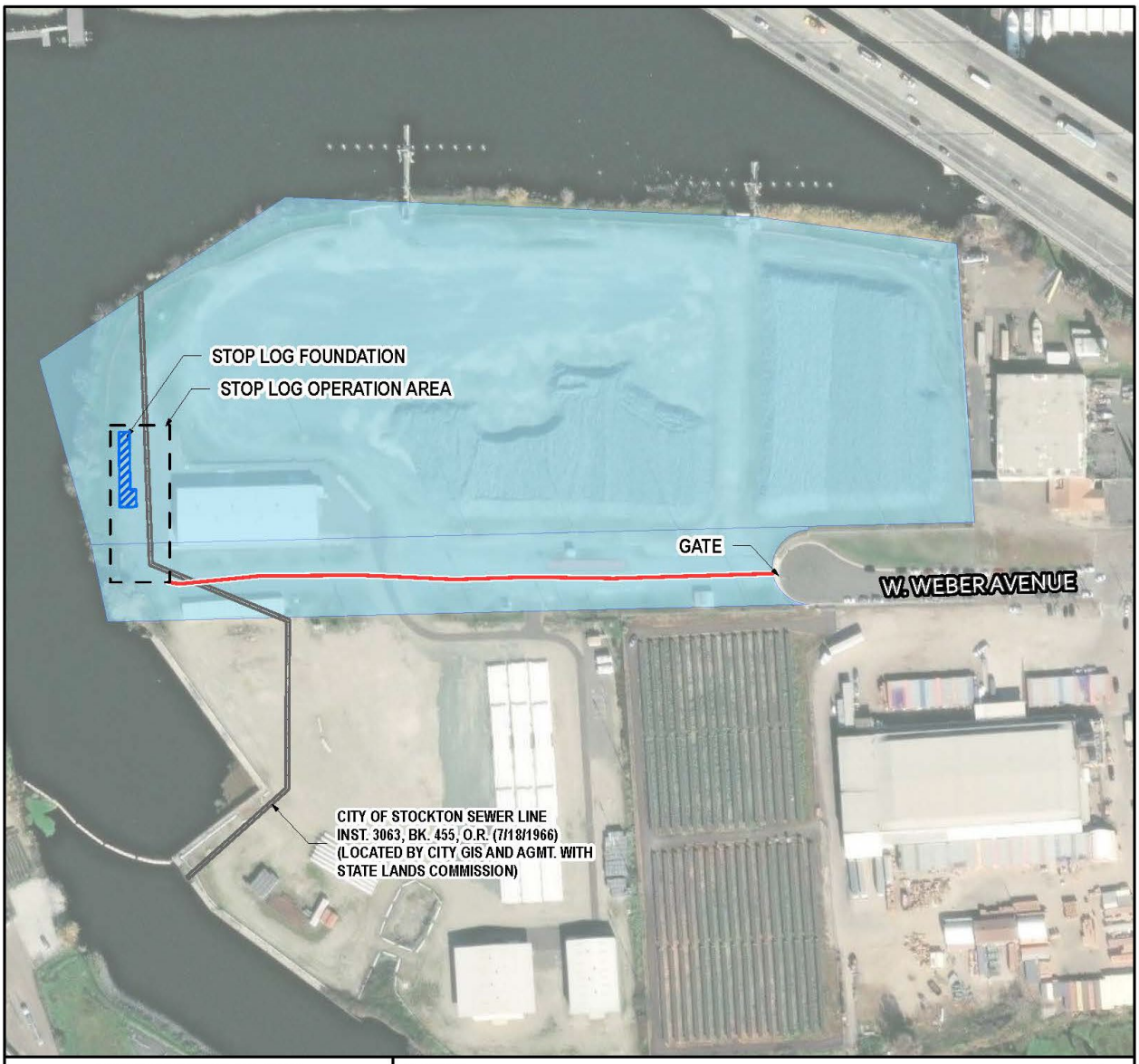
PREPARED BY: Juan J. Neira

APPROVED:
CHRIS ELIAS
EXECUTIVE DIRECTOR

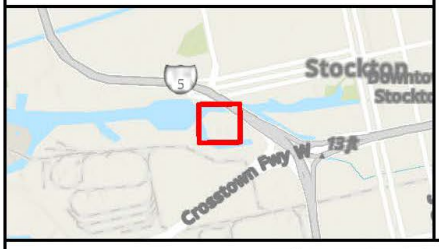
ATTACHMENTS:
Attachment 1: Map of Project location
Attachment 2: Addenda No. 1 and No. 2
Attachment 3: Notice of Exemption (NOE)
Attachment 4: Draft Copy of Resolution

CE:JJN:lr

SECTION 3
MAP



VICINITY MAP



LEGEND

- PREMISES
- ACCESS ROUTE
- SEWER LINE (APPROXIMATE LOCATION)
- STOP LOG FOUNDATION
- STOP LOG OPERATION AREA

N
NO SCALE

Note: DWR makes no claims, representations, or warranties (express or implied) concerning the positional accuracy of the polygon data contained herein. Each user is responsible for determining its suitability for his or her intended use or purpose. Ownership information was provided by the County Assessor's Office and may not be complete or accurate.

This exhibit does not represent a survey and is for informational purposes only.

EXHIBIT A
SAN JOAQUIN COUNTY

LICENSE: LIC-2023071002

TO: SAN JOAQUIN AREA FLOOD CONTROL AGENCY

STATE OF CALIFORNIA
THE RESOURCES AGENCY
DEPARTMENT OF WATER RESOURCES
DIVISION OF ENGINEERING - GEOMATICS BRANCH

7/31/2024

SHEET 1 OF 1

ADDENDUM NO. 1

CONTRACT NO. 24-01
FOR CONSTRUCTION OF
STOPLOG STORAGE FOUNDATION PROJECT

STOCKTON, CALIFORNIA

August 29, 2024

APPROVED BY SJAFCA:

_____ _____

CHRIS ELIAS Date 8/29/2024
Executive Director
San Joaquin Area Flood Control Agency

TO ALL PROSPECTIVE BIDDERS:

All prospective bidders are hereby advised that this addendum includes amendments to the Contract Documents that were issued by SJAFCA on August 12, 2024. The bidders are to review all of the amendments listed herein, and acknowledge receipt of this addendum in Section II, ADDENDA of the BID FORM.

GENERAL

1. **The sign-in sheet from the pre-bid meeting is provided in Attachment A.**
2. **Last day to ask questions is Friday 8/30 at 12:00 noon. Response to questions by end of day Tuesday 9/3.**

AMENDMENTS TO CONTRACT DOCUMENTS

VOLUME 1, GENERAL CONDITIONS

1. **Revise 5-9 SURVEYS to read as follows:**

"5-9.01 ~~Contractor~~ **Agency** - Furnished Surveys

All surveys for control of the construction and for measurement and payment purposes shall be performed by the ~~Contractor~~ **Agency** and spot checked in the field by the Engineer. Survey spot checks performed by the Engineer shall be at the discretion of the Agency. The Contractor shall provide unrestricted access to the areas to be surveyed and shall allow three working days for the Engineer to perform the surveys."

VOLUME 1, SPECIAL PROVISIONS

1. **Add SP-18 FLOOD SEASON COORDINATION to read as follows:**

   "Contractor to coordinate with property owner (DWR) during the flood season. In the case of a flood event Contractor shall not disrupt DWR or their contractor's use of the project site."

2. **Add SP-19 LIQUIDATED DAMAGES to read as follows:**

   "As set forth in Section 8-10 of the General Specifications, the liquidated damages for this Contract shall be four thousand dollars ($4,000) per calendar day."

VOLUME 1, TECHNICAL SPECIFICATIONS

1. **Revise Section 01 11 00 Summary of Work as identified in the following sections:**

   1.2 INTRODUCTION & BACKGROUND

   Six stoplogs are used during maintenance and inspections of the Smith Canal Gate. The stoplogs are approximately ~~**46**~~ **52** feet long, 7 feet tall, and weigh 46,000 lbs each. The stoplogs are stored on permanent storage racks (3 stoplogs per rack) and are mobilized using transport racks (2 stoplogs per rack). All stoplogs and racks will be stored at the DWR storage yard located at 1404 West Weber Avenue, Stockton, CA

2.8 SCHEDULE CONSTRAINTS

The timeframe to complete the **work is November 8, 2024** ~~**pre-construction test pile program is November 1, 2024.**~~

2. Revise Section 03 05 05 Concrete Testing as identified in the following sections:

3.1 TESTING SERVICES TO BE PERFORMED SERVICE PROVIDER/TESTING AGENCY

A. The following concrete testing will be performed by the Service Provider/Testing Agency:
   1. Concrete strength testing:
      a. For each strength test, mold and cure cylinders from each sample in accordance with ASTM C31.
         1) Record any deviations from requirements on test report.
         2) Cylinder size: Per ASTM C31.
            a) 4 IN cylinders may not be used for concrete mixes with concrete aggregate size larger than 1 IN.
         3) Quantity:
            a) 6 IN DIA by 12 IN high: Eight ~~(8)~~ **(10)** cylinders.
            b) 4 IN DIA by 8 IN high: Twelve ~~(12)~~ **(14)** cylinders.
      b. Field cure one (1) cylinder for the seven (7) day test.
         1) Laboratory cure the remaining.
      c. Test cylinders in accordance with ASTM C39.
         1) 6 IN DIA cylinders:
            a) Test two (2) cylinders at 28 days for strength test result and the one (1) field cured sample at seven (7) days for information. **If the stoplogs are to be placed on the concrete pad prior to the 28 day strength test, test two (2) cylinders 48 hours prior to placing the stoplogs on the concrete pad.**
            b) Hold remaining cylinders in reserve.
         2) 4 IN DIA cylinders:
            a) Test three (3) cylinders at 28 days for strength test result and the one (1) field cured cylinder at seven (7) days for information. **If the stoplogs are to be placed on the concrete pad prior to the 28 day strength test, test two (2) cylinders 48 hours prior to placing the stoplogs on the concrete pad.**
            b) Hold remaining cylinders in reserve.

3. Removal of Section 03 11 13 Formwork from the Contract Documents

VOLUME 2, PROJECT PLANS FOR CONSTRUCTION

1. Replace the following sheets provided in Attachment C.

C-01, Sheet 3, Revision 1

ATTACHMENT A –
Pre-Bid Meeting Sign In Sheet

KJELDSEN SINNOCK NEUDECK inc.
CIVIL ENGINEERS & LAND SURVEYORS

PRE-BID SIGN-IN SHEET

SMITH CANAL GATE PROJECT - STOPLOG STORAGE FOUNDATION PROPOSAL

Date: 08/22/2024
Time: 10:00 a.m.

Location: 1404 W. Weber Ave, Stockton, CA 95203

Name (Please Print)	Agency/Company	Contact Information	
Gary Heim	Gateway Pacific Cont.	Email	bids@gatewaypacific.com
		Phone	916-665-4100
Leilani Benson	Valentine Corp	Email	Cwalsh@valentinecorp.com
		Phone	415 453-3732
Jr Soares	A.M. Stephens construction	Email	Jr@amstephens.net
		Phone	209-992-0130
RANDY HOLTBERG	ARNAUDO CONSTRUCTION	Email	randy.holtberg@arnaudoinc.com
		Phone	209.817.4646
Juan Neira	SJAFCA	Email	
		Phone	
Ashley Smith	PBI	Email	asmith@pbieng.com
		Phone	
DAVID CARR	KSN	Email	dcarr@ksninc.com
		Phone	209 946 0268
Trevor Diede	Diede Construction	Email	estimating@diedeconstruction.com
		Phone	209-369-8255
Manolo Ramirez	DWR / DFO	Email	(916) 820-7551
		Phone	manuel.ramirez@water.ca.gov
		Email	
		Phone	
		Email	
		Phone	
		Email	
		Phone	

ATTACHMENT B –
Responses to Bidder Questions

SAN JOAQUIN AREA FLOOD CONTROL AGENCY

CONTRACT NO. 20-01
FOR CONSTRUCTION OF
SMITH CANAL GATE PROJECT

QUESTIONS AND RESPONSES:

1. **Question:** Can the existing hydrant next to the work area be used for dust control?

   Response: Construction water is available at the hydrant located just east across the access road from the storage pads. Cal Water is the supplier of water to the hydrant. Contractor would need to contact Cal Water at 209-547-7900 to apply for construction water permit and meter along with a $2,400.00 deposit. When complete, pay for the water usage out of the refundable deposit when turning in the meter.

2. **Question: Please provide photos of the stoplogs in their current location.**

   Response: Photos are provided in Attachment D.

3. **Question: Who will provide specialty inspections?**

   Response: The Agency will provide specialty inspections.

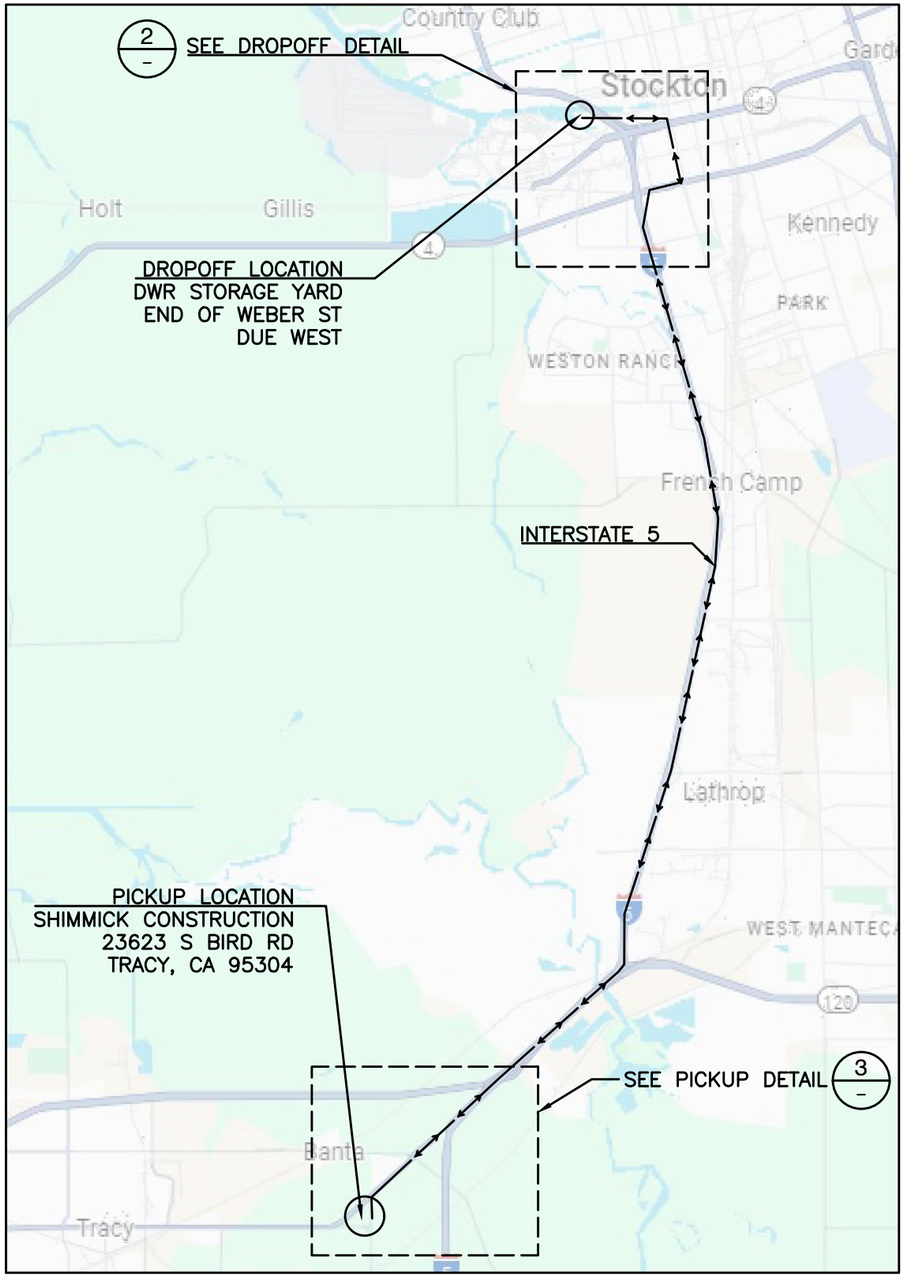
4. **Question: Who will provide construction survey?**

   Response: The Agency will provide construction survey. Please see revised General Condition 5-9.

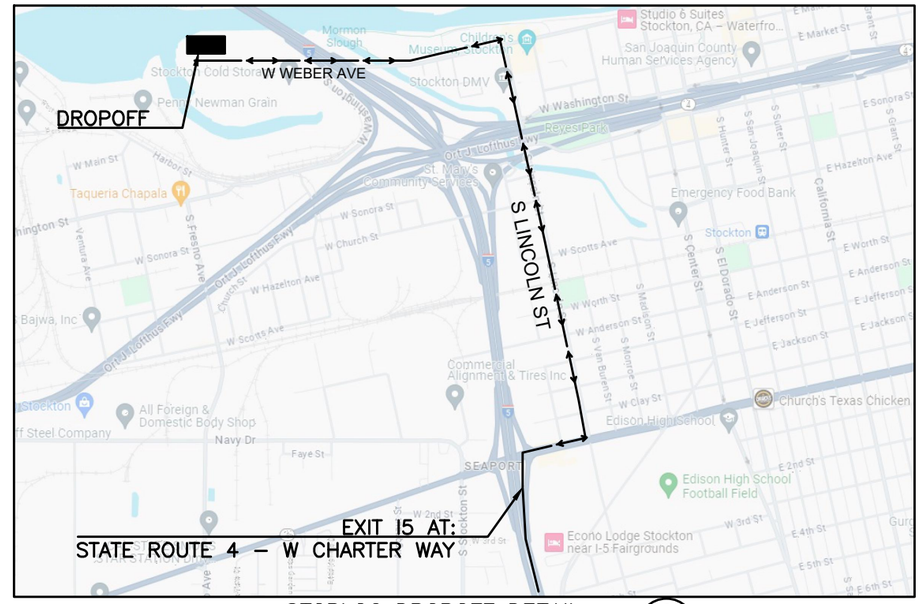
5. **Question: Who was the trucking company that was originally used for hauling?**

   Response: Reeve Trucking was the trucker that transported to stop logs in the transportation racks using a 5-axel truck trailer combo. They modified a support on the trailer to be able to haul on low bed trailer.

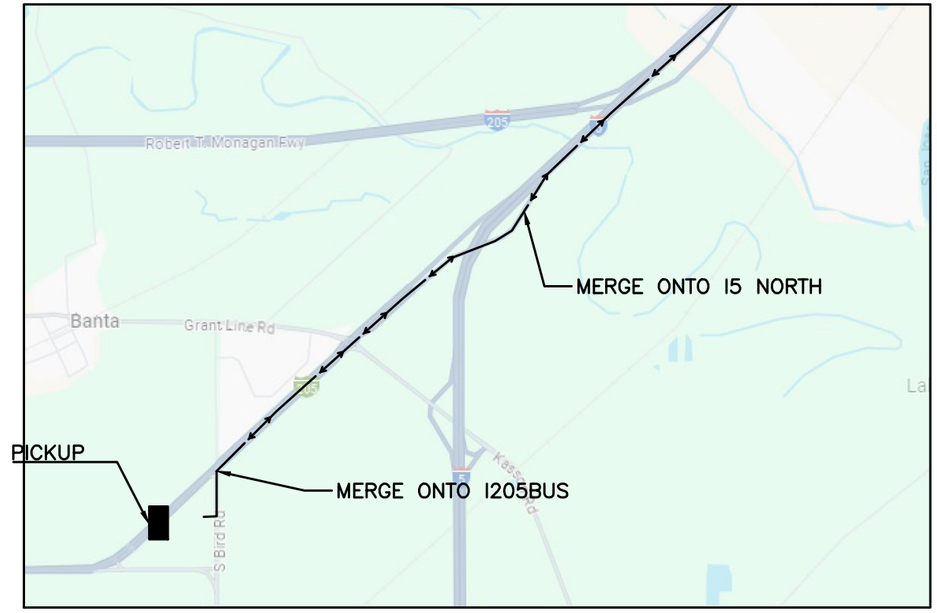
ATTACHMENT C –
Contract Drawing Revisions



STOPLOG HAUL ROUTE 1
NTS



STOPLOG DROPOFF DETAIL 2
NTS



STOPLOG PICKUP DETAIL 3
NTS

NOTES:

1. ONE WAY HAUL. ROUTE IS 17.1 MILES.
2. LOADING OF THE STOPLOGS IN TRACY TO BE PERFORMED BY AGENCY SUBCONTRACTOR. CONTRACTOR IS RESPONSIBLE FOR TRUCKING AND OFFLOADING AT STOCKTON PROJECT SITE.

1

ISSUED FOR BID

REV	DATE	BY	DESCRIPTION
1	8/27/24	TMB	ADDENDUM 1

SCALE: NTS

DATE: AUGUST 2024

WARNING 0 1/2 1 IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT TO SCALE.

DESIGNED EWE
DRAWN TMB
CHECKED AAS

EVAN EYSTER, PROJECT ENGINEER, 87265 NO., 09/30/25 EXP. DATE
ASHLEY SMITH, PROJECT MANAGER, 86512 NO., 03/31/25 EXP. DATE

REGISTERED PROFESSIONAL ENGINEER ASHLEY A. SMITH 86512 EXP. 03/31/25 CIVIL STATE OF CALIFORNIA

SAN JOAQUIN AREA FLOOD CONTROL AGENCY

PBI ENGINEERING CONSULTING a verdantas company
80 Blue Ravine Rd, Suite 280
FOLSOM, CA 95630
PH. 916-608-2212
Fax 916-608-2232

SAN JOAQUIN AREA FLOOD CONTROL AGENCY
STOPLOG STORAGE FOUNDATION PROJECT

HAUL ROUTE

SHEET C-01

SHEET 3 OF 8

O:\SJAFCA\Smith Canal Closure Structure_Drawings\Stoplog Figure\CAD\Stoplog General_Civil (2023).dwg 8-27-24 03:59:04 PM tbuggy

ATTACHMENT D –
Pictures of Stoplogs

UPPER MIDDLE LOG
SIZE
Reeve
SHIMMICK

Stop Log

ADDENDUM NO. 2

CONTRACT NO. 24-01
FOR CONSTRUCTION OF
STOPLOG STORAGE FOUNDATION PROJECT

STOCKTON, CALIFORNIA

September 3, 2024

APPROVED BY SJAFCA:

CHRIS ELIAS
Executive Director
San Joaquin Area Flood Control Agency

Date 9/3/24

TO ALL PROSPECTIVE BIDDERS:

All prospective bidders are hereby advised that this addendum includes amendments to the Contract Documents that were issued by SJAFCA on August 12, 2024. The bidders are to review all of the amendments listed herein, and acknowledge receipt of this addendum in Section II, ADDENDA of the BID FORM.

GENERAL

1. **The bid bond form is provided in Attachment A.**

ATTACHMENT A –
Bid Bond Form

BIDDER'S BOND

(Not necessary if cash or certified
or cashier's check accompanies bid)

We, the undersigned principal, and surety, a corporation duly organized under the laws of the State of _____duly authorized to conduct a surety business in California, acknowledge ourselves, our successors and assigns, jointly and severally, bound to San Joaquin Area Flood Control Agency (hereinafter "SJAFCA") in the sum of
dollars ($_____) to be paid to SJAFCA if the bid of the undersigned principal for the Smith Canal Stoplog Storage Foundation Project of the SJAFCA, including any and all addenda issued before the bid opening date, shall be accepted and the proposed contract awarded to the principal, and the principal shall fail to execute the contract and furnish the bonds required in connection therewith within the time and in the manner required by the specifications; otherwise, this obligation to be void.

In the event suit is brought upon this bond by SJAFCA and judgment is recovered, the surety shall pay all costs incurred by SJAFCA in such suit, including a reasonable attorney's fee to be fixed by the court.

EXECUTED on _____.

Principal
_____

By _____

Title _____

(If the Principal is a corporation, the Chairman of the Board, President, or any Vice President shall sign above.)

By _____

Title _____

(If the Principal is a corporation, the Secretary, any Assistant Secretary, Chief Financial Officer, or any Assistant Treasurer shall sign above.)

Surety's bond number _____

Surety _____

Address _____

_____

Telephone number _____

[SURETY'S CORPORATE SEAL]

By _____

Title _____

Note: Execute the attached acknowledgements and submit with the bid.

END OF DOCUMENT

BIDDER'S ACKNOWLEDGEMENT OF BIDDER'S BOND

STATE OF CALIFORNIA)
)
COUNTY OF _____)

On **[date]**_____ , before me, _____, Notary Public,

personally appeared _____, and _____,
(Name(s) of Signer(s))

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within Bidder's Bond and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the Bidder's Bond the person(s), or the entity upon behalf of which the person(s) acted, executed the Bidder's Bond.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(Seal)

Signature _____

ATTORNEY IN FACT'S ACKNOWLEDGEMENT OF BIDDER'S BOND

STATE OF CALIFORNIA)
_____)
COUNTY OF _____)

On **[date]**_____ , before me, _____, Notary Public,

personally appeared _____, and _____,
(Name of Signer)

who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within Bidder's Bond and acknowledged to me that he/she executed the same in his/her authorized capacity as the attorney in fact, and that by his/her signature on the Bidder's Bond the person, or the entity upon behalf of which the person acted, executed the Bidder's Bond.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(Seal)

Signature _____

Print Form

Notice of Exemption

Appendix E

To: Office of Planning and Research
P.O. Box 3044, Room 113
Sacramento, CA 95812-3044

County Clerk
County of: San Joaquin
44 N. San Joaquin St., Suite 260
Stockton, CA 95202

From: (Public Agency): San Joaquin Area Flood Control Agency
22 E. Weber Ave # 301
Stockton, CA 95202
(Address)

Project Title: Approval of Construction Contracts for Construction of Mat Slab for Storage of Stop Logs

Project Applicant: San Joaquin Area Flood Control Agency

Project Location - Specific:

Department of Water Resources' Weber Point Stockton Port Storage Facility

Project Location - City: Stockton Project Location - County: San Joaquin County

Description of Nature, Purpose and Beneficiaries of Project:

Approval of and authorization to enter into construction contracts to construct a new mat slab for storage of stop logs that will be used in connection with maintenance of the Smith Canal Gate Project.

Name of Public Agency Approving Project: San Joaquin Area Flood Control Agency

Name of Person or Agency Carrying Out Project: San Joaquin Area Flood Control Agency

Exempt Status: **(check one):**

- ☐ Ministerial (Sec. 21080(b)(1); 15268);
- ☐ Declared Emergency (Sec. 21080(b)(3); 15269(a));
- ☐ Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
- ☒ Categorical Exemption. State type and section number: Class 1 Existing Facilities (Section 15301); Class 4 Minor Alterations to Land (Section 15304)
- ☐ Statutory Exemptions. State code number: _____

Reasons why project is exempt:

Class 1: Approval of the construction contracts involves the minor alteration to a facility that is currently used for storage of similar water-related infrastructure and involves a negligible expansion of existing use. Class 4: The Project will only cause minor alterations to land and does not require removal of mature, scenic trees.

Lead Agency Contact Person: Juan Neira Area Code/Telephone/Extension: (209) 937-7900

If filed by applicant:

1. Attach certified document of exemption finding.
2. Has a Notice of Exemption been filed by the public agency approving the project? ☐ Yes ☐ No

Signature: _____ Date: _____ Title: _____

▪ Signed by Lead Agency ☐ Signed by Applicant

Authority cited: Sections 21083 and 21110, Public Resources Code.
Reference: Sections 21108, 21152, and 21152.1, Public Resources Code.

Date Received for filing at OPR: _____

RESOLUTION NO. SJAFCA 24-31

S A N J O A Q U I N A R E A
F L O O D C O N T R O L A G E N C Y

==========

AUTHORIZATION TO EXECUTE A CONSTRUCTION CONTRACT WITH AM STEPHENS CONSTRUCTION COMPANY, INC. FOR THE CONSTRUCTION OF THE STOPLOG STORAGE FOUNDATION

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE SAN JOAQUIN AREA FLOOD CONTROL AGENCY, AS FOLLOWS:

(a) Accept report of bids received for construction of the Stoplog Storage Foundation to support the Smith Canal Gate Project;

(b) Ratify Addenda No. 1 and No. 2 to the contract documents for the Stoplog Storage Foundation Project;

(c) Waive minor irregularities in the bid from AM Stephens Construction Company Inc.;

(d) Award the construction contract to AM Stephens Construction Company Inc. of Lodi, California in the sum of $435,688; and .

(e) Approve a contingency sum of $65,353 (or 15% of project cost) and authorize the Executive Director or designee to approve individual change orders up to this designated amount.

PASSED, APPROVED, AND ADOPTED this 19th day of September 2024.

_____
PAUL AKINJO, Chair
of the San Joaquin Area
Flood Control Agency

ATTEST:

_____
CHRIS ELIAS, Executive Director
of the San Joaquin Area
Flood Control Agency.

APPROVED AS TO FORM:

_____
SCOTT L. SHAPIRO, Legal Counsel
for the San Joaquin Area
Flood Control Agency

DRAFT

Agenda Item 10.1

September 19, 2024

TO: San Joaquin Area Flood Control Agency Board of Directors

FROM: Chris Elias, Executive Director
Glen Prasad, Deputy Executive Director

SUBJECT: **RECEIVE AN INFORMATIONAL BRIEFING ON THE STATUS OF THE MOSSDALE TRACT URBAN FLOOD RISK REDUCTION PROGRAM AND AUTHORIZE THE ISSUANCE OF THE MOSSDALE TRACT PROGRAM: 2023 ANNUAL ADEQUATE PROGRESS REPORT UPDATE FOR URBAN LEVEL OF PROTECTION**

RECOMMENDATION

It is recommended the Board of Directors of the San Joaquin Area Flood Control Agency (Agency) receive an informational briefing on the status of the Mossdale Tract Urban Flood Risk Reduction Program and direct the issuance of the Mossdale Tract Program: 2023 Annual Adequate Progress Report Update for Urban Level of Protection.

SUMMARY

Two key events took place in 2024 that necessitate an update for the Board of Directors on the Mossdale Tract Program. These two events were: 1) Governor Gavin Newsom signed into law Senate Bill (SB) SB 586 in April 2024 extending the deadline for the Mossdale Tract to achieve 200 Year level of flood protection to 2040, and 2) property owner approval and the formation of the Mossdale Tract Overlay Assessment District in July 2024. While these two major accomplishments are important, they successfully built on the Board's Priority Actions to achieve the Agency's mission to "reduce and manage the region's flood risk."

This report provides an update on the Agency's overall implementation strategy to achieve an Urban Level of Flood Protection (ULOP) for the Mossdale Tract Area and presents an update on three key aspects of the program; 1) the status of Agency's efforts reporting on Adequate Progress toward ULOP in its role as the Local Flood Management Agency (LFMA) for the Area; 2) the status of the Agency and the State's partnership advancing the Lathrop and Manteca Feasibility Study (Federal Feasibility Study) with the U.S. Army Corps of Engineers (USACE); and finally, 3) the significant advancement of early actions to reduce risk through the Agency's partnership with the State through the Department of Water Resources' (DWR's) Urban Flood Risk Reduction Program (UFRR).

With this report, staff is transmitting the Mossdale Tract Program: 2023 Annual Adequate Progress Report Update for Urban Level of Protection and requests that the Board adopt a resolution directing the issuance of the report to the Central Valley Flood Protection Board consistent with the requirements of SB 5.

Receive an informational briefing on the status of the Mossdale Tract Urban Flood Risk Reduction Program and Authorize the issuance of the Mossdale Tract Program: 2023 Annual Adequate Progress Report Update for Urban Level of Protection

DISCUSSION

Background

Overall Implementation Strategy

The overall implementation strategy to achieve ULOP for the Mossdale Tract Area includes: (A) a multi-faceted financial plan involving local, state and federal participation; (B) advancement of Federal Feasibility Study, and (C) collaborative efforts with the State of California, SJAFCA and its member agencies to undertake early actions to achieve compliance with SB 5 requirements.

A. Financial Plan

Compliance with SB 5 requires the Agency's issuance of Annual Adequate Progress that focuses on identification of the sources of funding available to implement improvements needed to achieve ULOP for the Mossdale Tract Area. As such, the Agency's efforts since 2018 have been primarily focused on developing funding the following fronts:

- Local Funding: To generate funding for the improvements, the Agency has approved and implemented the Mossdale Tract Area Regional Urban Level of Flood Protection Levee Impact Fee Program (Regional Levee Fee) in coordination with its member Land Use Agencies (San Joaquin County and the Cities of Lathrop, Manteca, and Stockton). In addition, the Agency coordinated with its member land use Agencies to form the Mossdale Tract Enhanced Infrastructure Financing District (EIFD). Finally, in July 2024, the Agency formed the Mossdale Tract Overlay Assessment District (OAD). With these three main local funding sources in place, the Agency can generate the funds needed to advance improvements and provide the local match to State and Federal funding.
- State Study & Funding: The Agency applied for and received a $5.0 million grant at 50% cost share from the State through its UFRR Grant Program. This grant funded the Mossdale UFRR Flood Risk Reduction Feasibility Study to evaluate options with State interest and advance Preliminary Design and Environmental Review of a preferred alternative. This partnership has led to a State Budget allocation of an additional $75 million to advance a portion of the preferred alternative.
- Federal Study & Funding with State: In September 2022, the Agency executed a Feasibility Cost Share Agreement with USACE and the State of California to advance a Federal Feasibility Study of Federal Interest in flood risk reduction in the basin. This

is the first step toward USACE constructing improvements at a 65% cost share, with the State and the Agency paying the remaining 35% of the project's construction.

B. Federal Feasibility Study

The Interim Lower San Joaquin River Feasibility Study, completed in 2018, did not include flood risk management recommendations for the area due to policy issues related to compliance with Executive Order (EO)11988. This EO directs Federal agencies to avoid the *"direct or indirect support of floodplain development wherever there is a practicable alternative."* The Federal Feasibility Study will assess the benefits and costs of various alternatives to manage flood risk, ensuring they align with EO 11988. Additionally, it will examine opportunities for ecosystem restoration within the study area. Elements of the Mossdale UFRR Project will be studied in the Federal Feasibility Study. The Agency and DWR's efforts to advance the Mossdale UFRR Project ahead of the Federal Feasibility Study will support the Agency's goal of obtaining ULOP. If the Federal Feasibility Study identifies Federal interest in aspects of the Mossdale UFRR project, the Agency could receive credit for the work completed on the project.

C. Early State & Local Actions

The Agency, its member agencies, and DWR have collaborated over the past several years on the Mossdale UFRR Project, which is intended to provide 200-year ULOP to the area. The original funding agreement established a $10M budget for three phases of work as follows: Study (Phase 1), California Environmental Quality Act (CEQA) Documents (Phase 2), and Preliminary Engineering (Phase 3). The funding was cost-shared 50/50 between DWR ($5M) and the Agency ($5M). Under the Phase 1 Study, the Agency and DWR evaluated a range of alternatives and arrived at a preferred alternative, or Preferred Plan, that is presented in the final Mossdale Tract UFRR Study report (September 16, 2021). The Preferred Plan described a mutually agreeable multi-benefit alternative that serves as the basis for follow-on CEQA and design activities. The Agency and DWR have progressed development of Amendment 6 to the Funding Agreement allowing the Agency to continue work on the Mossdale UFRR Project and advance planning, design and construction efforts for the Manteca Dry Land Levee and up to 3 restoration sites. The schedule for the tasks included in Amendment 6 is aggressive, concluding on June 30, 2029.

Receive an informational briefing on the status of the Mossdale Tract Urban Flood Risk Reduction Program and Authorize the issuance of the Mossdale Tract Program: 2023 Annual Adequate Progress Report Update for Urban Level of Protection

Present Situation

The Agency is advancing implementation of the Mossdale Tract UFRR Project in close cooperation with USACE, the CVFPB, DWR, and its member agencies. The project seeks to provide a 200-year urban level of protection to the basin as required by current State law. The Agency is advancing the project with the USACE and State of California as cost-sharing partners. The overall implementation strategy includes concurrently (1) reducing flood risk by expediting construction of an extension to the Manteca Dryland Levee, and (2) seeking to secure Federal investment in flood risk reduction and ecosystem restoration in and around the Mossdale Tract through a Federal Feasibility Study. This current approach to achieving an ULOP in the Mossdale Tract relies on the following:

1. Adequate Progress toward Urban Level of Protection

The last Annual Adequate Progress Report prepared by the Agency was the 2022 Annual Report which was submitted by the Agency to the CVFPB in January 2023. This report reflected an entirely locally funded and implemented levee improvement program in compliance with the requirements of AB 838 which established a 2028 ULOP deadline for the Mossdale Tract. Since January 2023, several significant developments have occurred changing the Agency's approach toward Adequate Progress consistent with the Agency's January 2024 updated Strategic Plan Priority Actions 4, 5, 6 and 8. These include:

- Governor signing into law SB 586 in April 2024 extending the deadline for ULOP for the Mossdale Tract Area to 2040. This, coupled with the approved Feasibility Cost Share Agreement with the USACE for the Federal Feasibility Study, represents an opportunity for federal investment in the flood protection system consistent with the State Systemwide Investment Approach reflected in the Central Valley Flood Protection Plan.
- Additional funding for the Federal Feasibility Study has been provided by congress and the USACE has identified a schedule that supports full USACE implementation of an authorized Project by the new 2040 deadline.
- As part of the FY 2023/24 State Budget, the legislature approved an allocation of $75 Million of Fiscal Year 2023/24 & 2024/25 General Funds to augment the Agency's current UFRR Grant to advance the preferred plan in the Mossdale Tract UFRR Study.
- In July 2024 property owners within the Mossdale Tract Area approved the formation of the Mossdale Tract Overlay Assessment District securing the final source of local funding needed to match State and Federal funding.

Receive an informational briefing on the status of the Mossdale Tract Urban Flood Risk Reduction Program and Authorize the issuance of the Mossdale Tract Program: 2023 Annual Adequate Progress Report Update for Urban Level of Protection

2. Impact of Kaleidoscope of Factors on Timing and Scope of Adequate Progress Reporting

Given these developments, the Agency's approach for Adequate Progress has now shifted from a locally funded and implemented program with completion by 2028 to a Federal / State / Locally funded program implemented by both the Agency and the USACE with completion by 2040.

The Agency is now prepared to submit its 2023 Annual Adequate Progress Report (2023 APR) (**Attachment 1**) which reflects the above developments and describes the updated implementation strategy and financing plan. An updated cost estimate has been prepared that reflects progress made on preliminary design of the UFRR Project and a conceptual schedule for implementation.

The financing strategy reflected in the 2023 APR reflects the following:

- An expenditure schedule for an overall ULOP Project (which is comprised of the Manteca Dryland Levee project and a USACE implemented Lower San Joaquin River Lathrop and Manteca Project);
- Local funding from annual revenues received from the Agency's Regional Development Impact Fee, EIFD and Mossdale OAD;
- State funding from a Mossdale UFRR Grant inclusive of a 6th Amendment; and,
- Bond proceeds from the Agency's sale of Assessment Revenue Bond secured by the Mossdale OAD.

3. Federal Feasibility Study

The USACE Federal Feasibility Study purpose is to reduce flood and life safety risk and identify opportunities for ecosystem restoration within the Lathrop & Manteca region. This study builds upon the previous San Joaquin River Basin, Lower San Joaquin River, CA, Interim Feasibility Report dated January 2018, which was authorized for Construction in October 2018. The study area, which includes the Mossdale Tract area (formerly referred to as RD 17), was removed from consideration under the Interim report due to compliance concerns with EO 11988.

The Federal Feasibility Study costs are estimated to be $7 million with a study duration of 53 months.

Receive an informational briefing on the status of the Mossdale Tract Urban Flood Risk Reduction Program and Authorize the issuance of the Mossdale Tract Program: 2023 Annual Adequate Progress Report Update for Urban Level of Protection

(a) *Early State & Local Action*

The Mossdale Tract UFRR Project is progressing to build several key project elements. Amendment 6 to the Mossdale UFRR grant enables the Agency to complete planning, advance design and complete construction of the Manteca Dry Land Levee Extension and Restoration Sites 13, 14 and 16.

The planning phase involves completing the Environmental Impact Report (EIR) which includes project-level analysis of all flood risk management features and the three restoration sites, resulting in a comprehensive Final EIR. It also includes overseeing technical tasks, grant management, outreach and engagement, and developing a plan for real estate acquisition and relocations.

The design phase focuses on finalizing construction documents and securing permits for the Manteca Dryland Levee Extension and Restoration Sites 13, 14 and 16.

The construction phase will include physical construction, construction management, engineering during construction, and development of an operations and maintenance manual to ensure successful project completion and functionality.

Securing additional state funds through Amendment 6 will allow the Manteca Dry Land Levee and Restoration Sites to advance to completion. Amendment 6 estimates the cost of constructing these features, including all engineering and planning work, is $117,000,000. The state's cost share will cover 70% of eligible project costs, not to exceed $80,000,000. The local cost share will be funded through a combination of EIFD revenues, development impact fees, and the Mossdale OAD revenues. The schedule for the tasks included in Amendment 6 is aggressive, concluding on June 30, 2029.

Next Steps

(a) Adequate Progress toward ULOP

- Approve a resolution (**Attachment 2**) authorizing the Executive Director to Issue the 2023 APR. In doing so, SJAFCA will transmit the document to the CVFPB and make the information available to the Land Use Agencies and the public.
- To continue to advance the Priority Actions within the Strategic Plan, staff will advance the preparation of the 2024 Annual Adequate Progress Report.

(b) Federal Feasibility Study

- Work with the State and USACE to reassess benefits obtained at sites 13, 14 and 16

(from UFRR study) utilizing multiple benefits or "stacking" of benefits at these sites.

- Coordinate with State to secure initial cost estimates developed by USACE.
- Develop floodplain management plan for study area for review by USACE.
- Work with the State to develop and refine locally developed plans.
- Support development of Final array of alternatives anticipated October 2024
- Support progress toward a Tentatively selected plan anticipated in March 2025

(c) Early State & Local Action

- Focus on development of the Public Draft of the CEQA document
- Advance environmental, cultural, and topographic survey work for the early implementation project sites.
- Develop a Request for Proposals (RFP) for the final design, permitting, and construction management consultants.

FISCAL IMPACT

The recommended action involves the issuance and transmittal of a completed report. There is no net budgetary impact as a result of staff's recommendation to the Board.

Strategic Plan Consistency Analysis

The material found in this report is consistent with the Mission, Goals, Objectives and Priority Actions of the Board-adopted Strategic Plan. Specifically, the following Objectives and Priority Actions are supported by the activities described within this report.

Objectives –

1: Deliver projects and programs consistent with State and Federal regulatory requirements.

2. Identify and implement local and/or regional funding mechanisms; maximize State and Federal investment in the region for flood risk reduction efforts

4. When appropriate, optimize partnerships and integrate flood risk reduction efforts with local maintaining agencies.

Receive an informational briefing on the status of the Mossdale Tract Urban Flood Risk Reduction Program and Authorize the issuance of the Mossdale Tract Program: 2023 Annual Adequate Progress Report Update for Urban Level of Protection

5. Identify and include system resiliency needs in project development.

7. Pursue multi-benefit approaches to incentivize investments from non-traditional funding sources and promote system resiliency and resource mitigation.

Priority Actions –

4: Partner with USACE and the State to complete Phase 2 of the Federal Lower San Joaquin River Study for Mossdale Tract

5: Urgently advance flood risk reduction for the Mossdale Tract through implementation of the Urban Flood Risk Reduction (UFRR) recommended plan

6: Achieve 200-year level of protection in Mossdale Tract as required by State Law and present adequate progress until improvements are complete. Support approval of SB 586 or similar legislation to align the requirements of ULOP with USACE implementation of Phase 2 of the Federal Lower San Joaquin River Project (Mossdale Tract / Lathrop and Manteca Study).

CHRIS ELIAS
EXECUTIVE DIRECTOR

Attachments:
1. Mossdale Tract Program: 2023 Annual Adequate Progress Report Update for Urban Level of Flood Protection dated September 3, 2024.
2. Resolution 24-29 of the Board of Directors of the San Joaquin Area Flood Control Agency Authorizing the Issuance of the Mossdale Tract Area: 2023 Annual Adequate Progress Report

AGENDA ITEM 10.1

RECEIVE AN INFORMATIONAL BRIEFING ON THE STATUS OF THE MOSSDALE TRACT URBAN FLOOD RISK REDUCTION PROGRAM AND AUTHORIZE THE ISSUANCE OF THE MOSSDALE TRACT PROGRAM: 2023 ANNUAL ADEQUATE PROGRESS REPORT UPDATE FOR URBAN LEVEL OF PROTECTION

ATTACHMENT 1

1. Mossdale Tract Program: 2023 Annual Adequate Progress Report Update for Urban Level of Flood Protection dated September 3, 2024.

Available at www.sjafca.org
with the Agenda

RESOLUTION NO. SJAFCA 24-29

S A N J O A Q U I N A R E A
F L O O D C O N T R O L A G E N C Y

==========

RESOLUTION AUTHORIZING THE ISSUANCE OF THE
MOSSDALE TRACT PROGRAM: 2023 ANNUAL ADEQUATE PROGRESS REPORT

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE SAN JOAQUIN AREA FLOOD CONTROL AGENCY, AS FOLLOWS:

The Executive Director has been authorized to issue the Mossdale Tract Program: 2023 Annual Adequate Progress Report for Urban Level of Flood Protection.

PASSED, APPROVED AND ADOPTED this 19th day of September 2024.

_____
PAUL AKINJO, Chair
of the San Joaquin Area
Flood Control Agency

ATTEST:

_____
CHRIS ELIAS, Secretary
of the San Joaquin Area
Flood Control Agency

APPROVED AS TO FORM:

_____
SCOTT L. SHAPIRO, Legal Counsel
for the San Joaquin Area
Flood Control Agency

DRAFT

Agenda Item 10.2

September 19, 2024

TO: San Joaquin Area Flood Control Agency Board of Directors

FROM: Chris Elias, Executive Director

SUBJECT: **AUTHORIZE THE EXECUTIVE DIRECTOR TO WORK WITH CITY OF STOCKTON, COUNTY OF SAN JOAQUIN, AND LOCAL COMMUNITY-BASED ORGANIZATIONS ON THE MORMON CHANNEL BYPASS REVITALIZATION AND RESTORATION PROJECT WHILE MAINTAINING FLOOD PRTOECTION, PUBLIC SAFETY, AND ENHANCING WATER QUALITY AND RECREATION OPPORTUNITIES**

RECOMMENDATION

It is recommended the Board of Directors of the San Joaquin Area Flood Control Agency (Agency) receive an informational briefing on the status of the Mormon Slough Bypass Channel Revitalization and Restoration Project and direct the Executive Director to work with City of Stockton, County of San Joaquin, and local community-based organizations to explore ways to return the splendor of the Mormon Slough to the people of Stockton metro area while maintaining flood protection, safety, and enhancing water quality and recreation opportunities.

SUMMARY

The United States Army Corps of Engineers (USACE) constructed the Stockton Diverting Canal to divert flows from Mormon headwaters, through the Stockton Diverting Canal to the Calaveras River and Lower San Joaquin River. The diversion was originally created to resolve flood problems and sediment build-up that threatened the capacity and functionality of the Stockton Deep Water Ship Channel. However, the diversion has resulted in a century of dry channel downstream of the diversion (i.e. Mormon Channel), which is only made wet by stormwater runoff, filled with illegal dumping of waste materials and has attracted a growing unhoused population. The purpose of this informational briefing is to update the Board about community-led efforts to transform and revitalize Mormon Channel to meet flood protection needs of Stockton, while re-naturalizing the channel to its original splendor, creating parks and trails, connecting downtown destinations, and fostering improvements that support recreation, shopping, restaurants, and other economic development opportunities.

BACKGROUND

Early History

The dry channel reach between the Stockton Diverting Canal and the Stockton Deep Water Ship Channel is referred to as the Mormon Channel. The Mormon Channel was blocked off in the early 1900s by the USACE when the Stockton Diverting Canal was built, to reduce sedimentation in the Stockton Deep Water Ship Channel.

Managing Flood Danger

Flows from Mormon Slough were rerouted down a constructed Diverting Canal, and over to the Lower Calaveras River. The channel is no longer used for the purposes of flood conveyance from the Calaveras River but remains a receiving channel for the City of Stockton's stormwater discharge.

As show in the Figure 1 timeline, SJAFCA has been advocating for a Mormon Slough Bypass Channel Revitalization and Restoration Project, which is a project to rebuild and reactivate the Mormon Channel between the head of the Stockton Diverting Canal and the Deep-Water Ship Channel. Figure 2 shows the location of the potential project area and its relationship to the Stockton Diverting Canal and the Deep Water Ship Channel. The project, when constructed, would have the potential to divert up to 1,500 cubic-feet-per-second (cfs) from Mormon Slough through a diversion structure at the head of the Stockton Diverting Canal, thereby reducing the flood flow in the Stockton Diverting Canal and the Lower Calaveras River below the Diverting Canal.

In partnership with SJAFCA, the USACE studied the Mormon Slough Bypass Channel Revitalization and Restoration Project; however, the project was removed from consideration by USACE due to a low benefit-cost ratio. SJAFCA has continued to advocate for the project and has been successful in including the project in the Central Valley Flood Protection Plan 2022 Update, as well as the Eastern San Joaquin Integrated Regional Water Management Plan.

1910

- Stockton Diverting Canal constructed by United States Army Corps of Engineers

1950

- Concrete drainage culvert constrcuted from Wilson Way to Commerce Street for reclamation of land development

1955

- Flood overtopped SDC and overwhelmed Mormon Channel. City of Stockton adopts Section 5-115 to Stockton Municipal Code prohibiting filling of Mormon Channel. Stockton requests $3M Federal appropriations

1958

- City conducts a hydraulic study/ prelim. design to determine ROW needed to convey 3,000 cfs

1962

- Project authorized to increase Diverting Canal capacity and flexibility at New Hogan Reservoir

1964

- New Hogan Reservoir complete

1969

- Realignment of Mormon Channel

2002

- Public meeting on the Project

2002

- SJAFCA's interest in the Project. Phase 1 Assessment District could not be used; no further inrest in proceeding with a Mormon Channel Study.

2018

- Project studied through Lower San Joaquin River Feasibiliyt Study - Project removed due to low benefit to cost ratio.

2019-2024

- Project included in the E. San Joaquin Integrated Regional Water Management Plan
- Project included in the Central Valley Flood Protection Plan, San Joaquin River Basin-Wide Feasibility Study and Regional Flood Management Plan

Current

- Restore the Delta begins a community-led effort to revision the Mormon Channel as a multi-benefit project in collaboration with SJAFCA.

Figure 1: Timeline of Flood-Related Activities in the Mormon Channel.

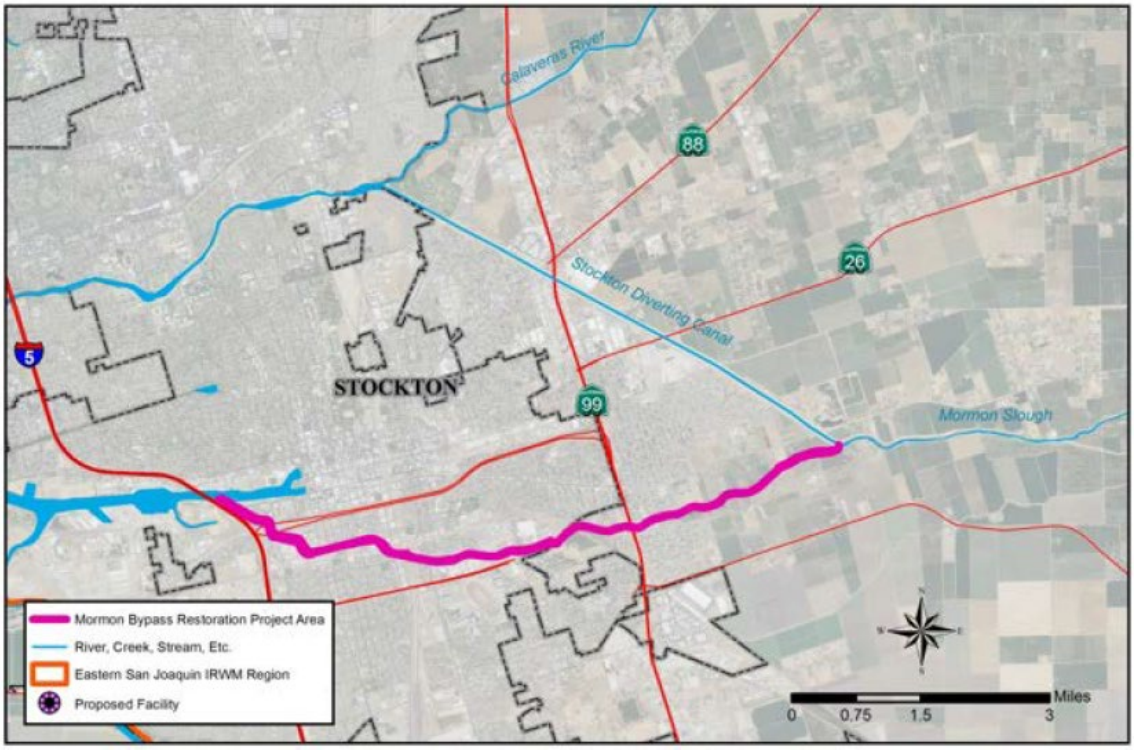


Figure 2: Project Location Map

PRESENT SITUATION

The Mormon Channel is currently a poorly maintained section, with a considerable homeless population. With collaboration from SJAFCA, Restore the Delta has initiated a community-based effort to raise awareness of the issues, and engaged a group of concerned stakeholders called the Mormon Slough Restoration Association (MSRA), to revision the project into a multi-benefit project. Figure 3 highlights the current members of the Mormon Slough Restoration Association, and potential future members, who are involved in the channel revitalization.

Mormon Slough Bypass Channel Revitalization and Restoration Planning

Since 2023, MRSA has engaged its members, including community-based organizations, governmental agencies, and technical experts to delve into the history of the slough, its current conditions and future vision. The vision ranges from more green park spaces to tule boat races to economic development and affordable housing plans for the unhoused.

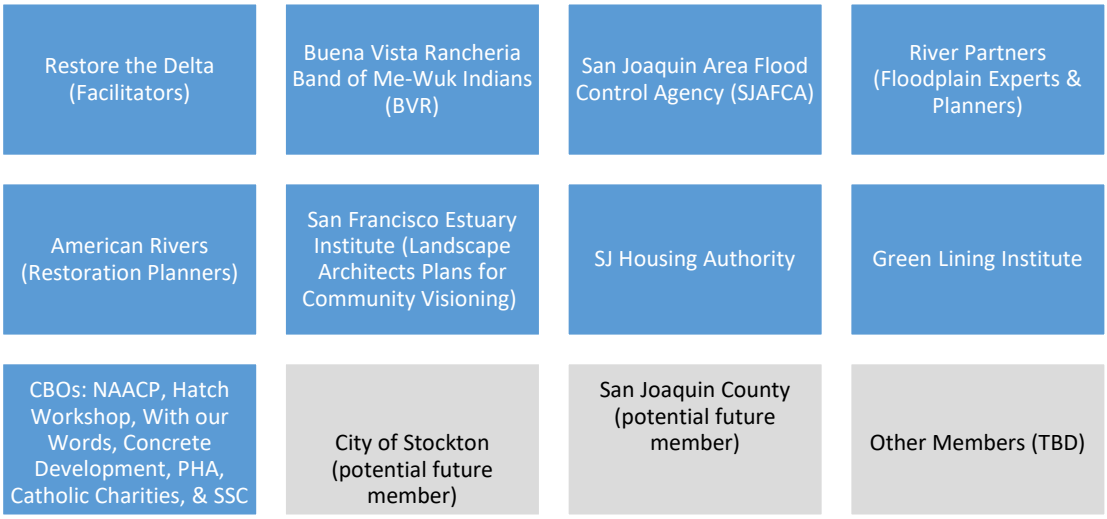


Figure 3: Mormon Slough Restoration Association Members

Thus far, the MRSA has canvassed over 60 Mormon Slough residences and conducted outreach to Community-Based Organizations (CBO's), community leaders, businesses, industries, community centers and faith-based groups (40 locations). MRSA plans to continue canvassing efforts to 180 more residences from now and into 2025 while conducting outreach efforts to stakeholders and the community involve them in their future charet and community visioning events.

While the concepts from previous studies were more focused on the single purpose of flood risk reduction, SJAFCA staff recognizes the exciting opportunities inherent in a revitalization and restoration that would make the Mormon Channel a "front door" to Stockton metro, and support a multitude of civic and quality of life upliftment activities.

There are a complex variety of current issues facing the abandoned channel today, including stormwater discharge issues, homeless encampments, and trash buildup. None of the current MRSA partners have sufficient funding to address the varying needs of a future project. Considering these challenges, SJAFCA staff is supportive of a multi-benefit community-based approach, which can become a part of SJAFCA and the City of Stockton's future climate adaptation strategies. This approach can also allow the agencies to leverage additional funding from partners like the California Department of Water Resources (DWR), United States Environmental Protection Agency (USEPA), and Federal Emergency Management Agency (FEMA).

From an ecosystem restoration standpoint, putting perennial flows back into Mormon Channel could reestablish a diverse aquatic habitat that once existed in Mormon Channel. Improvements could also include nature trails and bike paths in an underserved area of downtown Stockton. Redirecting high flood flows to Mormon Channel could also reduce the flood risk for the City of Stockton. This would lower the flood flows in the Stockton Diverting Canal and in the Lower Calaveras River as they flow through the highly urbanized areas of the City and would allow a regulated flow to be sent down Mormon Channel reestablishing a flood bypass. While the Stockton Diverting Canal and the Lower Calaveras River meet current flood protection requirements, it is potentially one of Stockton's biggest flood threats as it flows through the center of the City. The Stockton Diverting Canal and Lower Calaveras River can currently carry a 100-year event which is approximately 15,300 cfs. Implementing the Mormon Slough Bypass Channel would divert on the order of 1,200 cfs from the system, providing additional capacity and resiliency for the Stockton Diverting Canal and Lower Calaveras River. The estimated cost of the project has been previously estimated at $72M (2024 cost) for the flood risk reduction features only.

RECOMMENDATION

The current benefits of the project can include safe relocation of unhoused population, trash removal/ clean-up initiatives, recreational space expansion, water quality improvements, habitat restoration, tribal heritage restoration, education, climate resiliency (green-space/ flood), nature-based flood features, workforce development. These activities are beyond SJAFCA's authority and mission to reduce flood risk in our community. Therefore, the project needs to be discussed and advanced with close coordination of the City of Stockton, and the various interested community-based and governmental organizations (including SJAFCA).

Therefore, it is recommended the Board of Directors of the San Joaquin Area Flood Control Agency (Agency) receive this informational briefing on the status of the Mormon Slough Bypass Channel Revitalization and Restoration Project and direct the Executive Director to work with City of Stockton, County of San Joaquin, and local community-based organizations to explore ways to return the splendor of the Mormon Slough to the people of Stockton metro area while maintaining flood protection, safety, and enhancing water quality and recreation opportunities.

AUTHORIZE THE EXECUTIVE DIRECTOR TO WORK WITH CITY OF STOCKTON, COUNTY OF SAN JOAQUIN, AND LOCAL COMMUNITY-BASED ORGANIZATIONS ON THE MORMON CHANNEL BYPASS REVITALIZATION AND RESTORATION PROJECT WHILE MAINTAINING FLOOD PRTOECTION, PUBLIC SAFETY, AND ENHANCING WATER QUALITY AND RECREATION OPPORTUNITIES

FISCAL IMPACT

This is an informational item only. There is no net budgetary impact resulting from staff's recommendation to the Board.

Strategic Plan Consistency Analysis

The material found in this report is consistent with the Mission, Goals, Objectives, and Priority Actions of the Board-adopted Strategic Plan. Specifically, the following Objectives are supported by the activities described within this report.

Objectives –

1: Deliver projects and programs consistent with State and Federal regulatory requirements.

2. Identify and implement local and/or regional funding mechanisms; maximize State and Federal investment in the region for flood risk reduction efforts

4. When appropriate, optimize partnerships and integrate flood risk reduction efforts with local maintaining agencies.

5. Identify and include system resiliency needs in project development.

7. Pursue multi-benefit approaches to incentivize investments from non-traditional funding sources and promote system resiliency and resource mitigation.

CHRIS ELIAS
EXECUTIVE DIRECTOR

RESOLUTION NO. SJAFCA 24-32

S A N J O A Q U I N A R E A
F L O O D C O N T R O L A G E N C Y

==========

RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR TO WORK WITH CITY OF STOCKTON, COUNTY OF SAN JOAQUIN, AND LOCAL COMMUNITY-BASED ORGANIZATIONS ON THE MORMON CHANNEL BYPASS REVITALIZATION AND RESTORATION PROJECT WHILE MAINTAINING FLOOD PROTECTION, PUBLIC SAFETY, AND ENHANCING WATER QUALITY AND RECREATION OPPORTUNITIES

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE SAN JOAQUIN AREA FLOOD CONTROL AGENCY, AS FOLLOWS:

The Executive Director has been authorized to work with City of Stockton, County of San Joaquin, and local community-based organizations on the Mormon Channel Bypass Revitalization and Restoration Project while maintaining flood protection, public safety, and enhancing water quality and recreation opportunities.

PASSED, APPROVED AND ADOPTED this 19th day of September 2024.

_____
PAUL AKINJO, Chair
of the San Joaquin Area
Flood Control Agency

ATTEST:

_____
CHRIS ELIAS, Secretary
of the San Joaquin Area
Flood Control Agency

APPROVED AS TO FORM:

_____
SCOTT L. SHAPIRO, Legal Counsel
for the San Joaquin Area
Flood Control Agency

DRAFT

Agenda Item 10.3

September 19, 2024

TO: Board of Directors

FROM: Chris, Elias, Executive Director

SUBJECT: **BRIEFING ON PARADISE CUT BYPASS EXPANSION AND MULTI-BENEFIT PROJECT AND AUTHORIZE EXECUTIVE DIRECTOR TO APPROVAL ALL ADMINISTRATIVE, TECHNICAL AND POLICY-LEVEL DECISIONS AND DOCUMENTS ON THE FEASIBILITY STUDY**

RECOMMENDATION

It is recommended that the Board of Directors of the San Joaquin Area Flood Control Agency (SJAFCA) receive an update on the Paradise Cut Bypass Expansion and Multi-Benefit Project, and authorize the Executive Director to approve all administrative, technical, and policy-level decisions and documents on the Feasibility Study, including all recommendations of the Paradise Cut Advisory Committee.

BACKGROUND

Project Description

The Paradise Cut Bypass Expansion and Multi-Benefit Project (formerly known as the Paradise Cut Expansion and South Delta Restoration Project) is a multi-benefit flood management project that will provide flood stage reduction to communities along the San Joaquin River, including cities of Lathrop, Manteca, Stockton, and the San Joaquin County. The project will expand and enhance the existing Paradise Cut Flood Bypass, which currently diverts water from the river during flood events, to ensure adequate downstream channel capacity and levee protection and facilitate the passage of increased flood water through the south Delta. By significantly lowering flood stage along nearly 30 miles of the San Joaquin River between Vernalis and Stockton, the Project will greatly improve public safety and protect farmland from uncontrolled flooding. In addition, planned enhancements will provide new and improved habitat for native fish and wildlife. The purpose, and related benefits of the Project align inextricably with SJAFCA's mission to "reduce and manage the region's flood risk."

Phase 1

On September 19, 2019, SJAFCA staff and John Herrick from the South Delta Water Agency presented the project to the SJAFCA Board of Directors as part of the Phase 1 planning process. The Board directed staff to investigate areas of common interest with the San Joaquin County Resource Conservation District (RCD), lead on implementation of the Phase 1 planning grant awarded by Delta Conservancy, as well as the San Joaquin County RCD's and non- governmental partner, American Rivers. Phase 1 focused on early stakeholder engagement and project planning.

Phase 2

The San Joaquin County RCD subsequently secured a grant from the Delta Conservancy for Phase 2 of the project, which started in September 2020. At that time, SJAFCA's Executive Director participated in regular meetings of the Project's Phase 2 planning team, which provided input to the San Joaquin County RCD on implementation of the second planning grant. The planning team consisted of following members:

- Phil Balmat, San Joaquin County Resource Conservation District
- Krista McCoon, San Joaquin County Resource Conservation District
- John Herrick, South Delta Water Agency, and San Joaquin County Resource Conservation District
- Chris Elias, SJAFCA
- Chris Neudeck, KSN Engineering
- Glenn Gebhardt, City of Lathrop
- Matt Zidar, San Joaquin County Flood Control and Water Conservation District
- Mary Hildebrand, San Joaquin Farm Bureau/South Delta Water Agency
- Tom Zuckerman, Central Delta Water Agency
- Karimi Arao, Department of Water Resources
- John Cain, River Partners
- Mike Davis, American Rivers
- Sarah Puckett, American Rivers
- Bill Eisenstein, ESA
- Petrea Marchand, Consero Solutions
- Jenn McKenzie, Consero Solutions

The addition of South Delta channel capacity expansion (i.e. dredging) either before or concurrent with Project construction was a new element added to the Project during Phase 2. This element is recognized as critical to maintaining local support for the overall effort. The conceptual project from Phase 2 included the construction of an upstream weir, and addition of setback levees to create a restored ecosystem/ habitat area, also functioning as expanded flood bypass during flood events. The conceptual project would:

- protect farms and cities from uncontrolled flooding,
- improve water quality,
- restore wetland and riparian habitat,
- provide recreational opportunities, and
- improve climate change resiliency by supporting more flexible water supply management.

The Phase 2 planning team also evaluated options for potential agencies to lead the development and construction of Project (Phase 3 and beyond), as well as any projects to address downstream impacts from the Project. After an extensive process that included interviewing representatives from each of the potential agencies and discussing the pros and cons of each option with reclamation districts and other stakeholders, representatives from most of the reclamation districts expressed support for recommending SJAFCA as the project lead with an advisory committee that would consist, among others, representatives of reclamation districts.

BRIEFING ON PARADISE CUT BYPASS EXPANSION AND MULTI-BENEFIT PROJECT AND AUTHORIZE EXECUTIVE DIRECTOR TO APPROVAL ALL ADMINISTRATIVE, TECHNICAL AND POLICY-LEVEL DECISIONS AND DOCUMENTS ON THE FEASIBILITY STUDY

Sustained Funding Support for Project

The Phase 2 planning team met with the California Department of Water Resources ("DWR") to ensure the Project remains a priority for the State, as indicated in the Central Valley Flood Protection Plan and other state planning documents, and request funding to support the project. The Phase 2 planning team sent a letter to DWR on June 30, 2021, requesting $5 million for the project. Representatives from DWR indicated the possibility of providing $3 million in funding to further the Project in the 2021-22 fiscal year, provided local agencies can select a project lead and develop a scope of work and sign a contract by January 2022 to allow DWR six months to execute a contract by the fiscal year deadline of June 2022. DWR also indicated a willingness to propose additional state funding to further the Project in the 2022-23 state budget. In addition, the Southern Delta Levee Protection and Channel Maintenance Authority met in August 2021 and voted to provide funding collected from River Islands homeowners to help support the project, which will result in up to $150,000/year in revenue when the development is fully constructed.

Once the project lead was established, the Phase 2 planning team completed remaining tasks in the Delta Conservancy grant, including development of a strategy to mitigate for downstream impacts, holding public outreach meetings to engage the community in review of the mitigation strategy, compiling existing technical analyses, and identifying future studies needed to address local concerns. The Phase 2 deliverables are available on SJAFCA's website: https://www.sjafca.org/projects/paradise-cut-bypass-expansion-multi-benefit-project

Local Stakeholder Coordination through a Memorandum of Understanding

Staff was directed by SJAFCA Board to collaborate with key stakeholders, including the South Delta Water Agency to draft a Memorandum of Understanding (MOU) for consideration by the SJAFCA and other key stakeholders; the MOU would also include a dispute resolution process and other elements necessary to ensure the project moves forward with local support. On September 30, 2021, the Board received information from staff and representatives of a local collation working on the planning of the combined Paradise Cut Project. The local coalition includes American Rivers, San Joaquin County Resource Conservation District, South Delta Water Agency, Reclamation District 1, Reclamation District 2, Reclamation District 17, Reclamation District 404, Reclamation District 524, Reclamation District 544, Reclamation District 684, Reclamation District 773, Reclamation District 828, Reclamation District 1007, Reclamation District 2058, Reclamation District 2062, Reclamation District 2064, Reclamation District 2075, Reclamation District 2085, Reclamation District 2089, Reclamation District 2094, Reclamation District 2095, Reclamation District 2096, Reclamation District 2101, and Reclamation District 2107.

To affirm their support for SJAFCA as an independent Project Lead, representatives of the South Delta Water Agency, American Rivers, the San Joaquin County Resource Conservation District, and at least two of the Reclamation Districts signed an MOU to participate in the 8-member Paradise Cut Advisory Committee (Advisory Committee) to be set up by SJAFCA for purposes of advising the Board on the effort. Once the MOU was executed by representatives of the coalition listed above, it was ready for execution by the SJAFCA Chairman of the Board. On December 16, 2021, Chairman of the SJAFCA Board executed the MOU, officially making

SJAFCA a part of the Project, as the project lead. The MOU required SJAFCA to provide an independent Facilitator to lead the Advisory Committee discussions, and enabled SJAFCA to enter into a funding agreement with DWR to execute Phase 3 of the Project.

Phase 3

On December 16, 2021, SJAFCA Board directed staff to negotiate and enter into a funding agreement with DWR to receive funding for the Project. SJAFCA Board further authorized staff to transfer seed money of up to $100,000 from the Mossdale Tract funds to begin implementation of the funding agreement with DWR until such time as reimbursements from the State is sufficient to pay off the transfer to ensure the project moves forward with local support. On July 27, 2023, SJAFCA received the final executed copy of the funding agreement from DWR.

Phase 3 work will include the development of a feasibility study using the Department of Water Resources' feasibility study framework. Other components of the work plan include (1) project management and administration, (2) establishment of a technical review panel, (3) strategic outreach and local engagement, and (4) feasibility study report. The funding award for the project is $3M.

Using DWR funding, and the local proceeds ($100,000), SJAFCA has been progressing various elements of the project, including initial stakeholder discussion, formation of Paradise Cut Management team, formation and advancement of the Advisory Committee.

After an extensive qualifications-based selection process, SJAFCA retained Wood Rodgers Inc. as the Feasibility Study Consultant, Consero Solutions as the Facilitator and Project Manager, and Larsen Wurzel Associates as SJAFCA's project manager.

PRESENT SITUATION

The Advisory Committee has been reviewing several items for SJAFCA's approval, including official project name, the goals and objectives, study area, Decision Framework, and the draft Engagement Strategy. The items are integral to the success of the project.

At the August 26, 2024, Paradise Cut Advisory Committee, discussed and made recommendations to the SJAFCA as follows:

1. Advisory Committee Recommendation to Change the Project Name:

   Advisory Committee recommendation is to approve the Project Name as the "Paradise Cut Bypass Expansion and Multi-Benefit Project." A previous phase of the project used the name "Paradise Cut Expansion and South Delta Restoration Project" and while some interested parties prefer this name due to channel restoration of the South Delta being an important component for local interests, DWR prefers to use the name identified in the 2023 agreement: "Paradise Cut Bypass Expansion and Multi-Benefit Project." The addition of "multi-benefit" to the project name may serve as a catalyst for future funding.

2. Advisory Committee Recommendation to Approve Project Goals and Objectives: Advisory Committee recommendation is to approve the following goals and objectives for the project based on the priorities identified in the DWR Agreement (2023), CVFPP 2022 Update, and CVFPP 2022 Conservation Strategy Update.

   Goals:

   - Flood risk reduction: Increase flood system resiliency in the South Delta.
   - Ecosystem restoration: Restore habitat and ecosystem functions necessary for climate change resilience.
   - Water supply: Improve water supply reliability and resilience to climate change by supporting more flexible water supply management.

   Objectives

   - Reduce catastrophic flood risk for communities including Lathrop, Manteca, and Stockton.
   - Protect farms from uncontrolled flooding.
   - Restore and improve the quantity, diversity and connectivity of riverine, floodplain, riparian, and wetland habitat for native fish and wildlife.
   - Improve irrigation intake reliability and waterway navigability.

3. Advisory Committee Recommendation to Approve Study Area:

   The Advisory Committee has reviewed study area extents for the following considerations: Water Supply Reliability and Channel Capacity, Flood Risk Reduction, and Ecosystem Restoration.

   A. Water Supply Reliability and Channel Capacity Study Extent

      The Advisory Committee recommends including the south and central sections of the Delta, within San Joaquin County, south of Bouldin Island, and north of the Pescadero RD. This was the extent used in *2021 Anchor QEA Planning Guide* and includes the following channels:

      - Middle River
      - Old River (West)
      - Old River (South)
      - Old River (East)
      - Old River Side Channel
      - Fabian and Bell
      - Paradise Cut
      - Tom Paine Slough

   B. Flood Risk Reduction Study Extent

      The Advisory Committee recommends including the Project Implementation footprint and the following:

- Manteca
- Lathrop, including Stewart Tract
- Stockton, south of French Camp Slough

C. Ecosystem Restoration Study Extent

The Advisory Committee recommends including Project implementation footprint and areas subject to hydraulic effects.

4. Advisory Committee Recommendation to Approve the Decision Framework

SJAFCA's relationship with DWR, along with the deliverables for Phase 3 are governed by the Phase 3 funding agreement. One the other than, SJAFCA's relationship with local stakeholders and reclamation districts is governed by the 2022 Memorandum of Understanding. Since the goal of the Phase 3 feasibility study is to identify an agreed-upon project that includes channel restoration and ecosystem restoration benefits, SJAFCA will need a robust decision framework that involves applicable stakeholders and is acceptable to both DWR and the local stakeholders.

The Decision Framework outlines the responsibilities, composition, and governance processes of the entities responsible for advice and decisions related the Project. It includes the roles and Responsibilities for SJAFCA, DWR, the Paradise Cut Management Team, the Advisory Committee, the Technical Review Panel, and the Consultant Team. The Advisory Committee has reviewed the Decision Framework and has recommended that the Chairman of the Advisory Committee finalize the Decision Framework with the Paradise Cut Management Team (including DWR).

Staff recommends that the Board authorize the Executive Director to execute the Decision Framework and any current or future amendments with collaboration of the Advisory Committee chairman. The Decision Framework is included in Attachment 2.

NEXT STEPS

Following this briefing and authorization to the Executive Director, the Executive Director will approve all administrative, technical, and policy-level decisions and documents on the Feasibility Study, including all recommendations of the Paradise Cut Advisory Committee. This includes approval of the four Advisory Committee recommendations described above. Future decisions by the Executive Director will include, but is not limited to, approval of the engagement strategy, approval of draft/ final array of alternatives, draft/final recommendations memo, draft/ final feasibility study. Staff will continue to present frequent briefings on the status of the project and currently envisions brining the engagement strategy, final array of alternatives, final recommendations memo, and draft/ final feasibility report to the SJAFCA Board for discussion, situational awareness, or possible action.

BRIEFING ON PARADISE CUT BYPASS EXPANSION AND MULTI-BENEFIT PROJECT AND AUTHORIZE EXECUTIVE DIRECTOR TO APPROVAL ALL ADMINISTRATIVE, TECHNICAL AND POLICY-LEVEL DECISIONS AND DOCUMENTS ON THE FEASIBILITY STUDY

FISCAL IMPACT
There is no fiscal impact related to this item.

STRATEGIC PLAN CONSISTENCY ANALYSIS
Consideration of the recommendation on the combined Paradise Cut Bypass Expansion and South Delta Restoration Project is consistent with the Mission and Goals of the Board-adopted Strategic Plan. Specifically, it is consistent with the Agency mission statement of "Reduce and Manage the Region's Flood Risk", Goal #1, Plan for and Implement System Resiliency; Goal #3, Facilitate Funding Structures That Are Most Beneficial to Local Interests; and Goal #4, Support Appropriate, Mutually Beneficial Partnerships.

CHRIS ELIAS
EXECUTIVE DIRECTOR

Attachments:

1. Study Area Map
2. Decision Framework
3. Draft Engagement Strategy

RESOLUTION NO. SJAFCA 24-30

S A N J O A Q U I N A R E A
F L O O D C O N T R O L A G E N C Y

==========

RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR TO APPROVE ALL ADMINISTRATIVE, TECHNICAL AND POLICY-LEVEL DECISIONS AND DOCUMENTS ON THE FEASIBILITY STUDY, INCLUDING RECOMMENDATIONS OF THE PARADISE CUT ADVISORY COMMITTEE

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE SAN JOAQUIN AREA FLOOD CONTROL AGENCY, AS FOLLOWS:

The Executive Director has been authorized to approve all administrative, technical, and policy-level decisions and documents on the feasibility study, including recommendations of the Paradise Cut Advisory Committee.

PASSED, APPROVED AND ADOPTED this 19th day of September 2024.

_____
PAUL AKINJO, Chair
of the San Joaquin Area
Flood Control Agency

ATTEST:

_____
CHRIS ELIAS, Secretary
of the San Joaquin Area
Flood Control Agency

APPROVED AS TO FORM:

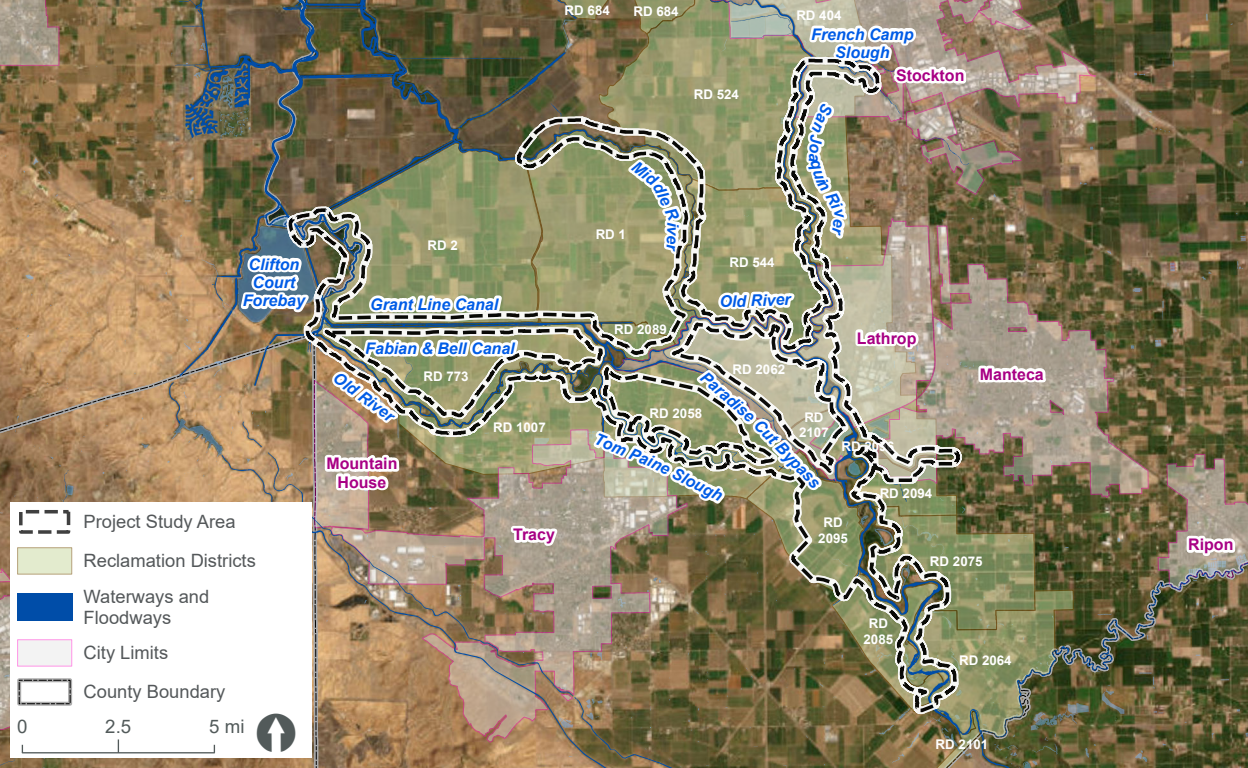
_____
SCOTT L. SHAPIRO, Legal Counsel
for the San Joaquin Area
Flood Control Agency

DRAFT

AGENDA ITEM 8.2

Briefing on Paradise Cut Bypass Expansion and Multi-Benefit Project and Authorize Executive Director to approve all Administrative, Technical and Policy-Level decisions and documents on the Feasibility Study

ATTACHMENT 1


RD 684
RD 684
RD 404
French Camp Slough
Stockton
RD 524
San Joaquin River
Middle River
RD 1
RD 2
RD 544
Clifton Court Forebay
Grant Line Canal
Old River
RD 2089
Lathrop
Fabian & Bell Canal
RD 773
RD 2062
Manteca
Old River
Paradise Cut Bypass
RD 2058
RD 2107
RD 1007
Tom Paine Slough
Mountain House
RD 2094
RD 2095
Tracy
Ripon
RD 2075
RD 2085
RD 2064
RD 2101
Project Study Area
Reclamation Districts
Waterways and Floodways
City Limits
County Boundary
0
2.5
5 mi

ATTACHMENT 2

Revised September 5, 2024

Decision Framework

Paradise Cut Bypass Expansion and Multi-Benefit Project

SAN JOAQUIN AREA
FLOOD CONTROL AGENCY

Introduction

This decision framework outlines the responsibilities, composition, and governance processes of the entities responsible for advice and decisions related the Paradise Cut Bypass Expansion and Multi-Benefit Project (Project). The San Joaquin Area Flood Control Agency (SJAFCA), in coordination with the California Department of Water Resources (DWR), has delegated certain Paradise Cut Project's decision-making and responsibilities to the Paradise Cut Management Team, Advisory Committee, and Technical Review Panel. The decision framework constitutes a commitment by the Project's participants to cooperatively contribute to the overall success of the Project. SJAFCA will approve this decision framework and all amendments.

1. Project Background

Local agencies have partnered with the California Department of Water Resources (DWR) and other organizations to develop the Paradise Cut Bypass Expansion and Mult-Benefit Project for over ten years. The Project will propose an expanded flood bypass, channel depth restoration and capacity expansion to increase water supply reliability for in-Delta users, downstream flood risk reduction projects, and floodplain, wetland, and riparian habitat enhancements to help restore the landscape-scale ecosystem functions necessary for climate change resilience.

Project proponents have successfully worked with numerous state and local entities to engage local agencies and the public about development of the Project, including technical feasibility and quantitative modeling of the impacts and benefits. Phase 1 of the Project, funded with a grant from the Sacramento-San Joaquin Delta Conservancy to the San Joaquin County Resource Conservation District (SJCRCD), included preliminary planning and hydraulic modeling, Project outreach and agency coordination, and a detailed permitting strategy. The Project continued into Phase 2 with another grant from the Sacramento–San Joaquin Delta Conservancy and included the development of strategies to address concerns of landowners and reclamation districts downstream of the Project, as well as identification of additional technical analyses and studies needed to address local concerns. The Phase 2 Project team also successfully executed a 2022 Memorandum of Understanding (2022 MOU) identifying SJAFCA as the future Project lead. The MOU also created an eight-member Advisory Committee consisting of representatives from SJAFCA, local reclamation districts, a local municipality, the South Delta Water Agency, and American Rivers to recommend actions related to the Project to the SJAFCA Board of Directors, a commitment to support South Delta channel restoration, and an agreement to partner on pursuing funding for the Project.

For Phase 3, SJAFCA is partnering with DWR to advance a feasibility study to further develop the Project as described in the 2023 Funding Agreement ("2023 Agreement") between SJAFCA and DWR (effective July 1, 2023). The feasibility study will create a foundational compilation of analyses, knowledge, and design alternatives used to advance subsequent phases of the Project; including development, evaluation, and selection of preliminary Project alternatives to prepare the Project for environmental compliance and advance design stages in a subsequent

DRAFT

phase. The 2023 Agreement also created the Paradise Cut Management Team, consisting of representatives of local and state agencies who participated in the Phase 2 planning process. The Paradise Cut Management Team will be responsible for administering the selection of the Technical Review Panel and will support SJAFCA with completion of the Phase 3 deliverables in the 2023 Agreement.

2. Purpose

SJAFCA has entrusted certain responsibilities to the Paradise Cut Management Team, Advisory Committee, and Technical Review Panel described in this decision framework. This decision framework develops a process to facilitate the expeditious completion of Project deliverables in the 2023 Agreement between SJAFCA and DWR with the goal of fostering collaborative partnerships that result in a proposed viable, cost-effective alternative for the Project. This framework is intended to be used in tandem with the Paradise Cut Bypass Expansion and Multi-Benefit Project Engagement Strategy.

3. Approval and Amendments

SJAFCA is responsible for approval of the decision framework and all amendments. The Paradise Cut Management Team will recommend approval of this decision framework, as well as any subsequent amendments, to the Advisory Committee. The Advisory Committee will recommend approval of this decision framework, as well as any subsequent amendments, to SJAFCA.

4. Dissolution

This decision framework applies to the entities responsible for advice and decisions related to Project deliverables associated with the feasibility study under the 2023 Agreement between DWR and SJAFCA.

5. Project Team

Figure 1 shows the composition of entities responsible for advice and decisions related to the Project, namely SJFACA, DWR, the Advisory Committee, the Paradise Cut Management Team, the Technical Review Panel, and the Paradise Cut Consultant Team. Figure 2 illustrates how these entities will interact to make decisions. The Paradise Cut Management Team, SJAFCA, DWR, and the Consultant Team will handle routine Project decisions and oversee the successful implementation of Project deliverables, while the Advisory Committee will be involved with major Project milestones or strategic issues.

DRAFT

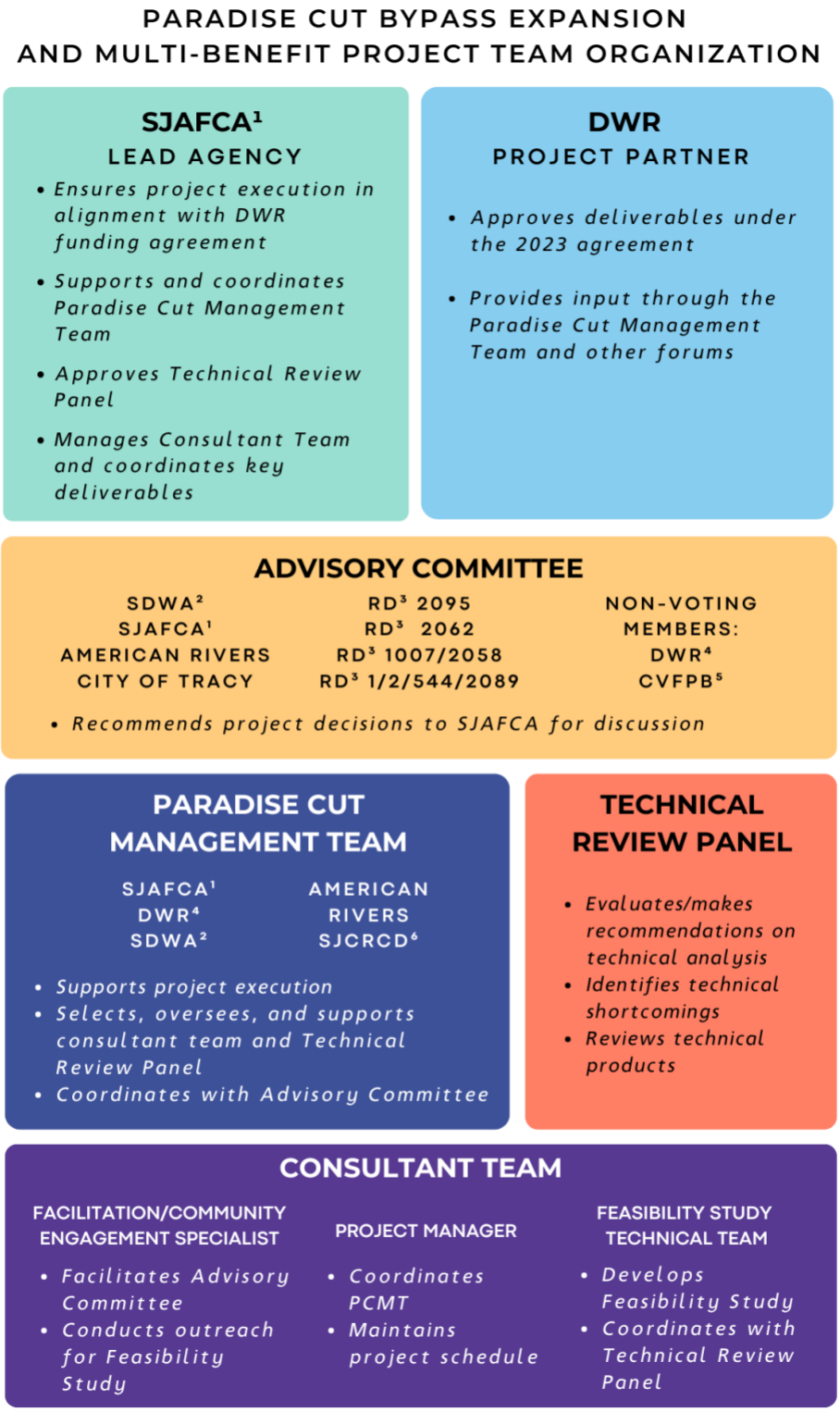


Figure 1: Paradise Cut Team

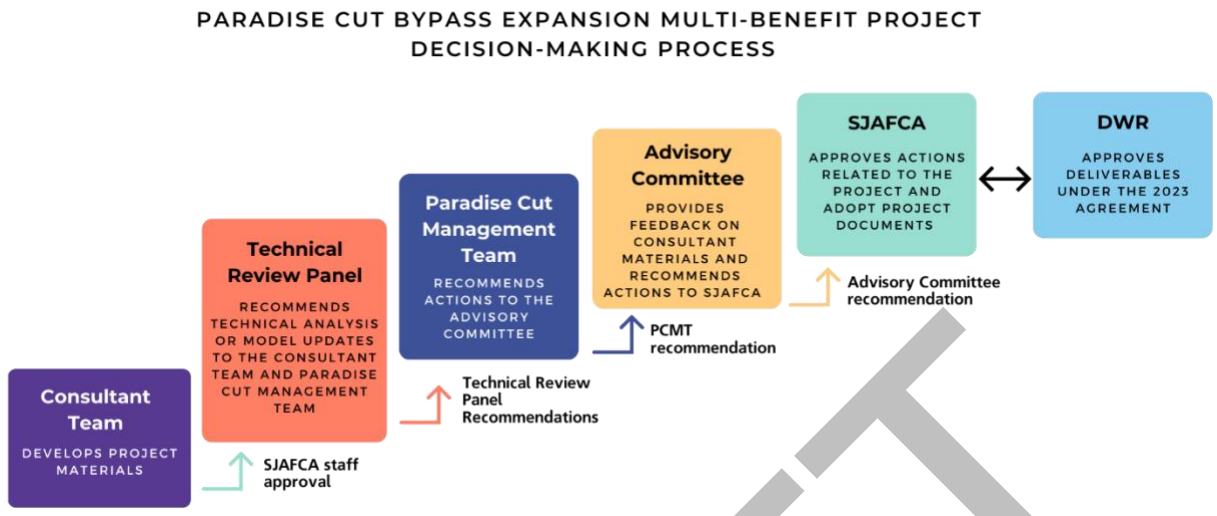


Figure 2: Paradise Cut Decision Making

5.1 San Joaquin Area Flood Control Agency (SJAFCA)

5.1.A Responsibilities

As the lead agency, SJAFCA is responsible for the overall Project execution. SJAFCA will execute contracts with consultants to support Project development, will manage the 2023 Agreement with DWR, and will manage financial agreements with consultants. SJAFCA also will lead the Paradise Cut Management Team and the Advisory Committee, approve the Technical Review Panel selections, and manage the Paradise Cut Consultant Team. The SJAFCA Executive Director or designee will serve as a member of the Advisory Committee and will recommend actions related to the Project to the SJAFCA Board of Directors as needed. SJAFCA will work closely with DWR to make decisions and ensure compliance with the 2023 Agreement.

5.1.B Composition

SJAFCA is a Joint Powers Authority between the City of Stockton, City of Lathrop, City of Manteca, San Joaquin County, and the San Joaquin County Flood Control and Water Conservation District for the purpose of addressing flood protection for the City of Stockton and surrounding County area. The Board of Directors is comprised of one (1) member of the San Joaquin County Flood Control and Water Conservation District; one (1) member of the Board of Supervisors of the County; two (2) members from Stockton City Council; two (2) members from Lathrop City Council; two (2) members from Manteca City Council; and one (1) member of the public, appointed by a simple majority of the other Board members, who shall reside or work within the boundaries of the Agency. The Paradise Cut region is not currently in SJAFCA's service area, although the Project will provide improved flood protection to jurisdictions within SJAFCA's interest area.

DRAFT

5.1.C Meetings

The SJAFCA Board meets on the third Thursday of the month.

5.1.D Governance

SJAFCA is the lead agency furthering the feasibility study defined in the 2023 Agreement between SJAFCA and DWR. SJAFCA is responsible for all decisions related to the feasibility study subject to DWR approval consistent with the 2023 Agreement. The Decision Framework empowers the Paradise Cut Management Team, Advisory Committee, and Technical Review Panel with specific decision-making authority and responsibilities. While these entities play crucial roles, SJAFCA retains ultimate authority and accountability for the project's success. The 2023 Agreement describes SJAFCA (the Funding Recipient) as the lead agency and the role of the Advisory Committee on page 11:

> "… the Funding Recipient's Board authorized entry into a memorandum of understanding (MOU) with several local interested parties affirming the Funding Recipient as the Lead for the Project. As part of this MOU, representatives of a local collation (sic) that have previously worked on the Project would participate in an advisory committee."

The 2022 MOU defines SJAFCA's role as the lead agency furthering the "Investigation" of the Project, defined as the study of the technical and financial feasibility of the proposed Project as follows:

> "SJAFCA will bring all actions related to the Investigation to the Advisory Committee prior to seeking any needed approval from the SJAFCA Board of Directors. If a majority of the Advisory Committee members vote to recommend approval of an action to the SJAFCA Board of Directors, SJAFCA staff will bring that recommendation to the SJAFCA Board of Directors for consideration. If the Advisory Committee does not recommend the action or if the SJAFCA Board of Directors disagrees with a recommended action, SJAFCA staff will utilize the dispute resolution process outlined in this MOU to resolve the disagreement."

The Paradise Cut Management Team will recommend actions to the Advisory Committee. The Advisory Committee and SJAFCA staff will in turn recommend actions to the SJAFCA Board of Directors. The actions that will be taken before the SJAFCA Board of Directors for approval will be 1) the final array of alternatives including the technical analysis, 2) the final recommendation memorandum that includes the technical analysis supporting the selection, 3) and the draft feasibility study report. As the project progresses, SJAFCA and the Paradise Cut Management Team may recommend additional items to be approved by the Board or SJAFCA's Executive Director. Throughout the Project, the Board will be briefed on the status, any project risks, and the outcomes of the strategic outreach. The Paradise Cut Consultant Team, specifically the Facilitator/Community Engagement Specialist, is responsible for facilitating discussion of

DRAFT

Project-related actions at the Advisory Committee meetings consistent with SJAFCA direction. SJAFCA is responsible for facilitating discussion of Project-related actions at the Paradise Cut Management Team and SJAFCA Board of Directors meetings.

The MOU also outlines the following dispute resolution process:

> "SJAFCA staff will initially work with the Chair of the advisory committee and the Chair of the SJAFCA Board of Directors to resolve any dispute. If this effort is unsuccessful, SJAFCA staff will utilize a professional mediator to resolve the issue. If no agreement can be reached, the SJAFCA Board of Directors maintains the authority to make the final decision."

5.2 Department of Water Resources (DWR)

5.2.A Responsibilities

DWR is a State agency responsible for managing California's water resources, systems, and infrastructure in a responsible, sustainable way. DWR's mission is to sustainably manage the water resources of California, to benefit the state's people and protect, restore, and enhance the natural and human environments. DWR has delegated responsibility for leading the Project to SJAFCA through the 2023 Agreement but works in partnership with SJAFCA to approve Project deliverables consistent with the 2023 Agreement.

5.2.B Composition

DWR's Director is appointed by the Governor of the State of California. The Lead Deputy Director of DWR oversees the Division of Multibenefit Initiatives, the DWR division responsible for administration of the 2023 Agreement.

5.2.C Meetings

DWR staff meet as needed to partner on the Project.

5.2.D Governance

A DWR representative is a voting member of the Paradise Cut Management Team. A DWR representative is a non-voting member of the Advisory Committee.

5.3 Paradise Cut Management Team

5.3.A Responsibilities

The Paradise Cut Management Team provides feedback to the Paradise Cut Consultant Team consistent with SJAFCA direction and recommend Project-related actions to the Advisory Committee, including actions related to selection of consultants, the development of the feasibility study, and community engagement strategies. To support the feasibility study, the Paradise Cut Management Team selects the Technical Review Panel. The Technical Review Panel

DRAFT

provides the Paradise Cut Management Team with recommendations regarding Project deliverables, and the Paradise Cut Management Team will provide the Advisory Committee with recommendations regarding Project deliverables.

5.3.B Composition

Per the 2023 Agreement between DWR and SJAFCA, the Paradise Cut Management Team will include members from the planning team responsible for implementing Phase 2 of the Project. As shown in Figure 3, the Paradise Cut Management Team will include one representative from SJAFCA, DWR, the San Joaquin County Resource Conservation District (SJCRCD), the South Delta Water Agency, and American Rivers. Other representatives from member organizations may attend, but only one representative from each organization may vote.

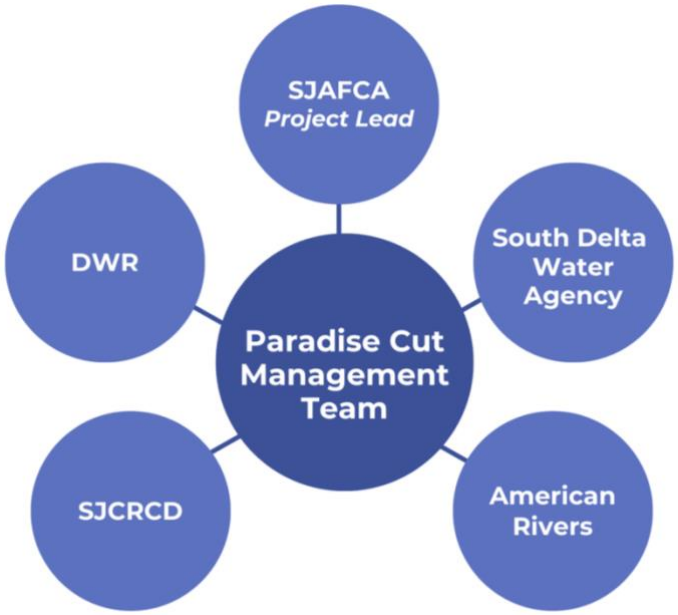


Figure 3: Paradise Cut Management Team Members

5.3.C Meetings

The Paradise Cut Consultant Team, specifically the Project Manager, will facilitate the Paradise Cut Management Team meetings consistent with SJAFCA's direction. The Paradise Cut Management Team will meet as frequently as needed, subject to approval by members, to advance the Project.

5.3.D Governance

The Paradise Cut Management Team will strive for consensus. The Project Manager will develop minutes from every meeting, including actions and decisions. While the Paradise Cut Management Team does not need to formally vote to recommend an action to the Advisory Committee, the Project Manager may call for a vote on an action if the Paradise Cut Management Team cannot agree on an action. Such decisions will require a majority vote, defined as more than half of the votes cast by members entitled to vote at a meeting. A quorum is not required to convene the Paradise Cut Management Team, but a quorum is necessary for the Paradise Cut Management Team to vote. Each member present has one vote.

SJAFCA staff, the Project Manager, and the Facilitator/Community Engagement Specialist responsible for convening the Advisory Committee will ensure any disagreement on an action recommended by the Paradise Cut Management Team to the Advisory Committee is communicated in writing to the Advisory Committee, including members present and the results of the vote. If SJAFCA staff disagree with a recommendation of the Paradise Cut Management Team, SJAFCA staff will present information about the Paradise Cut Management

DRAFT

Team position to the Advisory Committee, as well as justification for a staff recommendation that is different from the Paradise Cut Management Team recommendation.

5.4 Advisory Committee

5.4.A Responsibilities

The Advisory Committee is responsible for recommending actions related to the Project to the SJAFCA. Per the 2022 MOU, the Advisory Committee agrees to work together in good faith to advance an investigation which is designed to support eventual implementation of a Project" and "the parties agree that SJAFCA will act as the lead in pursuing the Investigation." Also, the Advisory Committee is charged with helping to "maintain a high level of coordination and communication with South Delta reclamation districts during investigation and planning."

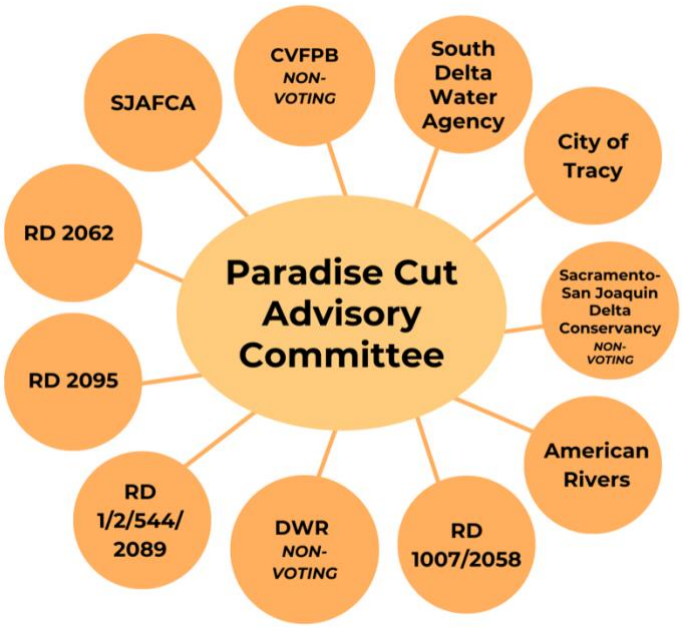


Figure 4: Advisory Committee Members

5.4.B Composition

As illustrated in Figure 4, the Advisory Committee consists of SJAFCA, the South Delta Water Agency, four representatives from RDs (three downstream of Paradise Cut and RD 2095), a representative from a local municipality, and American Rivers or another non-profit selected by American Rivers. The Advisory Committee approved adding DWR, the CVFPB, and the Sacramento-San Joaquin Delta Conservancy as non-voting members of the Advisory Committee. The Advisory Committee's officers shall consist of a Chair and Vice-Chair, who the Advisory Committee will select by majority vote. The Chair shall preside over all meetings and ensure the execution of the Advisory Committee's responsibilities. The Vice Chair shall assist the Chair and assume the Chair's duties in their absence. The Chair and Vice Chair shall serve for the duration of the work to complete the deliverables in the SJAFCA and DWR 2023 Agreement, unless the Chair and/or Vice Chair voluntarily resign or the Committee votes to replace the Chair and/or Vice Chair.

5.4.C Meetings

The Paradise Cut Consultant Team, specifically the Facilitator/Community Engagement Specialist, will facilitate the Advisory Committee meetings consistent with the Ralph M. Brown Act. The Facilitator/Community Engagement Specialist will schedule the Advisory Committee meetings on the first Monday of each month and reschedule or cancel the meetings as needed in coordination with the Chair and SJAFCA staff.

DRAFT

5.4.D Governance

Advisory Committee decisions require a majority vote. A majority vote is defined as more than half of the votes cast by members entitled to vote at a meeting at which a quorum is present. A quorum for the purposes of voting is defined as the presence of at least fifty percent of the voting members. The Advisory Committee may not conduct items of business without a quorum. As illustrated in Figure 2 the Paradise Cut Management Team will recommend actions to the Advisory Committee and the Advisory Committee will recommend actions to the SJAFCA Board of Directors. The Advisory Committee will consider feedback from the PCMT, DWR, the public, and other interested parties as part of the public decision-making process. If SJAFCA staff disagree with a recommendation of the Advisory Committee, SJAFCA staff will present information to the SJAFCA Board of Directors regarding the Advisory Committee position as well as justification for a staff recommendation that is different from the Advisory Committee recommendation. The Advisory Committee will recommend actions to the SJAFCA Board of Directors, but the SJAFCA Board and Directors and DWR will coordinate on final decisions. As part of the 2023 Agreement, DWR approves all project deliverables.

5.5 Technical Review Panel

5.5.A Responsibilities

The Technical Review Panel will evaluate technical analyses, identify any pertinent technical shortcomings of this work, make recommendations on additional technical analyses or model updates required to advance the Project, and review technical products produced under this scope of work. The Technical Review Panel will review grant deliverables as outlined by the quality management plan.

5.5.B Composition

The Technical Review Panel is comprised of individuals with experience relevant to the objectives of the Project and experience in the San Joaquin River and Delta systems. SJAFCA, working within a collaborative selection process administered by the Paradise Cut Management Team, will select and retain independent technical experts to meet this objective as well as to comply with anticipated U.S. Army Corps of Engineers (USACE) Safety Assurance Reviews and Urban Levee Design Criteria guidelines in future phases of work. The Technical Review Panel includes consultants specializing in key disciplines of the project, such as civil, geotechnical, environmental and permitting, hydrology and hydraulics, sediment modeling, and Delta and regulatory expertise. The Paradise Cut Management Team may add other independent members and disciplines as the Project advances.

5.5.C Meetings

SJAFCA will convene Technical Review Panel meetings as needed.

DRAFT

5.5.D Governance/ Administration

SJAFCA will direct the work of the Technical Review Panel. The Technical Review Panel will review grant deliverables outlines in the quality management plan prior to Paradise Cut Management Team review.

5.6 Paradise Cut Consultant Team

5.6.A Responsibilities

The Paradise Cut Consultant Team is contracted with SJAFCA and supports completion of work associated with the Project including project management, facilitation of the Advisory Committee, community engagement, and development of the feasibility study for the Project.

5.6.B Composition

The Paradise Cut Consultant Team is comprised of a Project Manager, Facilitator/Community Engagement Specialist, and the Feasibility Study Technical Team.

5.6.C Meetings

SJAFCA will convene meetings as needed.

5.6.D Governance/ Administration

SJAFCA will direct the work of the Paradise Cut Consultant Team.

DRAFT

6. Approval

As Chair of the Advisory Committee, I have reviewed and approve this Decision Framework, affirming my agreement with the responsibilities, composition, and governance processes of the entities responsible for advice and decisions related the Paradise Cut Bypass Expansion and Multi-Benefit Project.

ADD PDF SIGNATURE BLOCK

Date

John Herrick
Chair, Advisory Committee
South Delta Water Agency

As Executive Director of SJAFCA, I have reviewed and approve this Decision Framework, affirming my agreement with the responsibilities, composition, and governance processes of the entities responsible for advice and decisions related the Paradise Cut Bypass Expansion and Multi-Benefit Project.

ADD PDF SIGNATURE BLOCK

Date

Chris Elias
Executive Director
San Joaquin Area Flood Control Agency

DRAFT

7. Amendments

Amendments to the Decision Framework are documented below.

Amendment Number	Date	Changes Made	Reason for Amendment	SJAFCA Executive Director Signature

DRAFT

ATTACHMENT 3

DRAFT

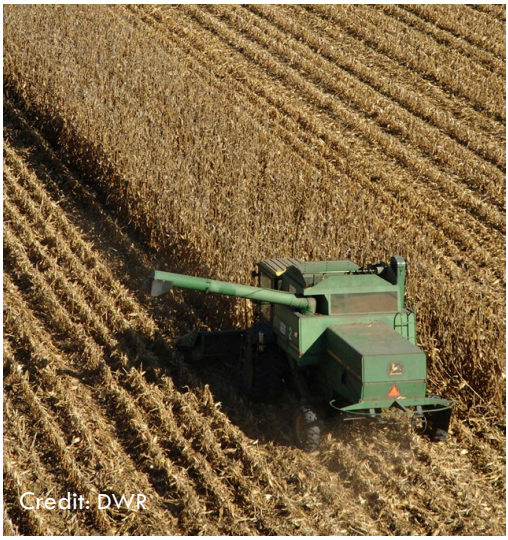
Paradise Cut Bypass Expansion and Multi-Benefit Project (Phase 3)

ENGAGEMENT STRATEGY

August 22, 2024

Credit: DWR

Credit: Florence Low


Credit: DWR

Looking South along the Paradise Cut Bypass

SAN JOAQUIN AREA FLOOD CONTROL AGENCY

CONSEROSOLUTIONS

DRAFT

Paradise Cut Bypass Expansion and Multi-Benefit Project (Phase 3) Engagement Strategy

The Paradise Cut Bypass Expansion and Multi-Benefit Project (Phase 3) Engagement Strategy ("Engagement Strategy") will guide efforts to engage interested parties in the completion of a feasibility study, including development of a preferred alternative for the Paradise Cut Bypass Expansion and Multi-Benefit Project (Project). The Engagement Strategy aligns with the requirements outlined in the Phase 3 agreement (2023 Agreement) between the San Joaquin Area Flood Control Agency (SJAFCA) and the California Department of Water Resources (DWR), which provides funding for the feasibility study and associated community engagement. SJAFCA will oversee implementation of the Engagement Strategy with assistance from the Paradise Cut Management Team and the Paradise Cut Consultant Team, as described in the Project Decision Framework.

PROJECT TEAM

The Project Team consists of the Paradise Cut Consultant Team, the Paradise Cut Management Team, the Project Advisory Committee, SJAFCA, and the California Department of Water Resources. SJAFCA also is contracting with Consero Solutions for facilitation services and Wood Rodgers for completion of the Project feasibility study. Wood Rodgers is subcontracting with River Partners, MBK Engineers, ICF, HDR, Anchor QEA, and Environmental Science Associates. The Paradise Cut Bypass Expansion and Multi-Benefit Project Decision Framework located on the SJAFCA web site further describes the Project Team.

AUDIENCES

The primary and secondary audiences are the focus of community engagement related to the Project, so the Engagement Strategy is tailored to ensure feedback from these audiences is integrated into key Project deliverables and they receive robust Project updates at regular intervals.

Primary Audiences

The Project Team will actively solicit feedback from primary audiences listed in Engagement Strategy and incorporating any reasonable feedback into the feasibility study, as well as provide regular Project updates.

1) The San Joaquin Area Flood Control Agency

2) The Project Advisory Committee, consisting of SJAFCA, the South Delta Water Agency, four representatives from RDs (three downstream of Paradise Cut and RD 2095), a representative from a local municipality, and American Rivers or another non-profit selected by American Rivers, as well as three non-voting members, the Central Valley Flood Protection Board, the California Department of Water Resource, and the Sacramento-San Joaquin Delta Conservancy

3) The 21 reclamation districts affected by the Project, both upstream and downstream of the Project, organized into small groups by geographic location, as well as engineering firm/legal representation, as follows:

Group 1	Group 2	Group 3	Group 4

RD 17	RD 1	RD 2058	RD 684
RD 404	RD 2	RD 2064	RD 1007
RD 524	RD 544	RD 2085	RD 2094
RD 773	RD 2062	RD 2095	RD 2096
RD 828	RD 2075		RD 2101
	RD 2089		
	RD 2107		

4) Tribal leaders and representatives of tribes with an affiliation to the Project site (in coordination with the California Department of Water Resources and Central Valley Flood Protection Board's tribal liaisons)

5) The California Department of Water Resources (the State Water Project Division, The Flood Projects Office, and the Integrated Water Resources Management Division)

6) The Central Valley Flood Protection Board, as the lead state agencies implementing the Central Valley Flood Protection Plan

7) Sacramento-San Joaquin Delta Conservancy

8) U.S. Fish and Wildlife Service and the California Department of Fish and Wildlife (permitting agencies which also are responsible for regulatory oversight responsibility of the San Joaquin County Multi-Species Habitat Conservation and Open Space Plan);

9) San Joaquin County Flood Control and Water Conservation District;

10) Banta-Carbona Irrigation District

Secondary Audiences

The Project Team will provide regular Project updates to secondary audiences, as well as answer questions.

1) U.S. Army Corps of Engineers (Sacramento District)

2) United States Bureau of Reclamation

3) Federal Emergency Management Agency

4) California Wildlife Conservation Board and other potential funding agencies

5) State and federal legislators

6) Eastern San Joaquin Groundwater Basin Authority

7) Tracy Subbasin Groundwater Basin Authority

8) San Joaquin County, including the Board of Supervisors, the Planning Department, Office of Emergency Servcies, and the Water Resources Department

9) City of Manteca, including the City Council

10) City of Lathrop, including the City Council

11) San Joaquin Resource Conservation District;

12) Greater San Joaquin County Regional Water Coordinating Committee (IRWM region);

13) Caltrans District 10;

14) Delta Stewardship Council;

15) Local non-profit or advocacy organizations with an interest in the Project, such as Restore the Delta

16) Educational institutions (University of California, Davis/ Merced, Delta College etc.);

17) Upstream water agencies such as Modesto Irrigation District, Turlock Irrigation District, Oakdale Irrigation District, South San Joaquin Irrigation District, Merced Irrigation District et.al;

18) General public, including local landowners and environmental stewards.

GOALS AND OBJECTIVES

Community engagement goals and objectives ensure the Project Team agrees on and is held accountable for completing specific, measurable, achievable, realistic, and time-bound community engagement work.

GOAL 1: Establish shared understanding of the term "feasible" project with local and state decisionmakers prior to starting the feasibility study

Objective 1-1: Secure feedback from primary audiences on the engagement strategy , study area, Project goals, and Project objectives in September/October 2024.

Objective 1-2: Define "feasible" in collaboration with primary audiences in September/October 2024.

GOAL 2: Communicate Project updates consistently and with sufficient detail

Objective 2-1: Create an updated Project fact sheet by September 2024.

Objective 2-2: Complete virtual newsletter every six months through December 2025

Objective 2-3: Update SJAFCA web site page with Project information every six months consistent with release of virtual newsletter.

Objective 2-4: Complete draft of Frequently Asked Questions by November 2024 and update document every six months or as needed.

Objective 2-5: Develop a environmental justice engagement process, if needed.

Objective 2-6: Develop a tribal engagement process in coordination with DWR and the CVFPB by October 2024.

GOAL 3: Secure feedback on preliminary and final Project alternatives, as well as recommendations for moving forward

Objective 3-1: Implement tribal and environmental justice related engagement process in collaboration with DWR and the CVFPB.

Objective 3-2: Present preliminary alternatives to the Advisory Committee and SJAFCA. Integrate feedback and secure approval to seek feedback from reclamation districts in small groups.

Objective 3-3: Meet in person with reclamation districts in organized small groups to secure feedback on preliminary alternatives in spring 2025 after the Project Team incorporates initial feedback on preliminary alternatives from the Advisory Committee and SJAFCA.

Objective 3-4: Meet as needed with representatives from primary audiences in spring 2025 to secure feedback on preliminary alternatives

Objective 3-5: Present final alternatives, including the preferred alternative, and a memo describing recommended next steps for the Project to the Advisory Committee and SJAFCA in early summer 2025 and integrate feedback, as well as secure approval to solicit feedback on final alternatives and the memo from reclamation districts in small groups.

Objective 3-6: Meet in person with reclamation districts in organized small groups to secure feedback on final alternatives, including the preferred alternative, and a memo recommending next steps in early summer 2025 after the Project Team incorporates initial feedback on preliminary alternatives from the Advisory Committee and SJAFCA.

Objective 3-7: Meet as needed with representatives of primary audiences in early summer 2025 to secure feedback on the final alternatives

Objective 3-8: Host a public workshop to secure feedback on the final alternatives, including the preferred alternative, and the memo recommending next steps for the Project in the fall of 2025.

Objective 3-9: Present the draft feasibility study to the Advisory Committee and SJAFCA in late 2025 and integrate feedback, as well as secure approval to secure feedback on draft feasibility study from reclamation districts.

Objective 3-10: Meet in person with reclamation districts in organized small groups to secure feedback on draft feasibility study in late 2025 after the Project team incorporates initial feedback on preliminary alternatives from the Advisory Committee.

Objective 3-11: Host a public workshop to secure feedback on the draft feasibility study in late 2025.

GOAL 4: Secure DWR, CVFPB, SJAFCA, and broad local reclamation district support for a preferred Project alternative, as well as Phase 4 funding requests

Objective 4-1: Communicate Engagement Goal 4 regarding support for a feasible project in all outreach materials.

Objective 4-2: Present to every reclamation district Board of Directors once SJAFCA approves the preferred alternative to formally request their support for the preferred alternative and funding for Phase 4 by December 2025.

Objective 4-3: Secure letter of support or other official indicator of support from DWR, CVFPB, SJAFCA and reclamation districts for the preferred alternative and funding for Phase 4 by December 2025 (joint letter preferred, individual letters acceptable).

SCHEDULE

The schedule will ensure the Project Team engages the community and secures input on key deliverables consistent with the timeline in the 2023 Agreement.

- **September 2024:** Complete updated project fact sheet
- **September/October 2024:** Introduce primary audiences to the Project and seek feedback on study area, goals and objectives, and engagement strategy
- **November 2024:** Complete Frequently Asked Questions
- **November/December 2024:** First virtual newsletter
- **January/February 2025:** Update Project page on SJAFCA web site
- **April/May 2025:** Meeting with primary audiences re preliminary alternatives
- **June/July 2025:** Meeting with primary audiences re final alternatives and recommendations memo
- **June/July 2025:** Second virtual newsletter
- **June/July 2025:** Update Project page on SJAFCA web site
- **August/September 2025:** Public workshop #1
- **October/November 2025:** Meeting with primary audiences regarding draft feasibility study
- **November/December 2025:** Public workshop #2
- **November/December 2025:** Third virtual newsletter
- **November/December 2025:** Update Project page on SJAFCA web site

End of
Agenda Packet