

BOARD OF DIRECTORS

<u>City of Stockton</u> Kimberly Warmesley Dan Wright Alt. Michael Blower	<u>Public Member</u> Steve DeBrum	<u>San Joaquin County/SJCFCWCD*</u> Paul Canepa Tom Patti Alt. Robert Rickman
<u>City of Manteca</u> Gary Singh, Chair Charlie Halford Alt. Mike Morowit	<u>Executive Director</u> Chris Elias	<u>City of Lathrop</u> Paul Akinjo, Vice-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 Conference Room
555 E Weber Ave, Stockton, CA
THURSDAY, FEBRUARY 15, 2024, 10:00 A.M.

1. CALL TO ORDER / ROLL CALL

2. PLEDGE TO FLAG

3. CONSENT ITEMS

- 3.1) Approve Minutes from January 18, 2024, Board Meeting
- 3.2) Executive Director Contract

4. NEW BUSINESS

- 4.1) Agency's approach to Public Comment

5. BRIEFINGS

- 5.1) Briefing regarding the Mossdale Tract Overlay Assessment District (OAD) Assessment Methodology and Preliminary Assessment Rates

5.2) Briefing regarding the Public Outreach Program for the Proposed Mossdale Tract Overlay Assessment District ("OAD")

5.3) Update to Agency's Strategic Plan Priority Actions

6. ORAL REPORT FROM EXECUTIVE DIRECTOR

6.1) Submission of Real Estate certification package to US Army Corps of Engineers in fulfillment of environmental mitigation obligations

6.2) Tentative spring advocacy trip to Washington, D.C.

7. PUBLIC COMMENTS

8. BOARD QUESTIONS, COMMENTS, ACTIONS

9. COUNSEL REPORT

10. CLOSED SESSION

10.1) ANTICIPATED LITIGATION Pursuant to Government Code Section 54956.9(d)(2):
One Case (Shimmick Construction Company, Inc.)

11. 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) 937-7900 or (209) 937-7115 (fax). Requests must be made one full business day before the start of the meeting.

Agenda Item 3.1

MINUTES
SAN JOAQUIN AREA FLOOD CONTROL AGENCY
SPECIAL BOARD MEETING OF JANUARY 18, 2024

STOCKTON, CALIFORNIA

1. CALL TO ORDER / ROLL CALL 9:03 AM

Roll Call

Present:

Absent:

Director Akinjo

Director Canepa

Director DeBrum

Director Halford

Director Lazard

Director Singh

Director Wright

Director Warmesley

Director Wright was not present for Roll Call but arrived at 9:08 AM.

2. PLEDGE TO FLAG 9:03 AM

3. ELECTION OF OFFICERS 9:04 AM

3.1) Elect a Chair & Vice Chair for the SJAFCA Board of Directors for 2024.

Motion: To nominate Director Paul Akinjo as Chair for the SJAFCA Board of Directors

Moved by: Director DeBrum, Seconded by Director Warmesley

Vote: Motion carried 7-0

Yes: Director Akinjo, Director Canepa, Director DeBrum, Director Halford, Director Lazard, Director Singh, Director Warmesley

Absent: Director Wright

Motion: To nominate Director Paul Canepa as Vice-Chair for the SJAFCA Board of Directors

Moved by: Director DeBrum, Seconded by Director Warmesley

Vote: Motion carried 7-0

Yes: Director Akinjo, Director Canepa, Director DeBrum, Director Halford, Director Lazard, Director Singh, Director Warmesley

Absent: Director Wright

Elected Chair: **Paul Akinjo**

Elected Vice-Chair: **Paul Canepa**

3.2) Recognition of out-going Chair

PUBLIC COMMENT:

- Dominick Gulli submitted written comments and shared comments during the meeting for all to hear.
Chair Akinjo presented a momento in appreciation to out-going Chair Singh.

Remarks were made by Executive Director Elias and Board members regarding out-going Chair Singh's accomplishments and leadership.

Remarks were made by Chair Akinjo regarding San Joaquin Area Flood Control's priorities for 2024.

4. CONSENT ITEMS 9:29 AM

4.1) Approve Minutes from November 16, 2023, Board Meeting

PUBLIC COMMENT: Dominick Gulli submitted written comments and shared comments during the meeting for all to hear.

Motion: Approve Minutes from November 16, 2023, Board Meeting
Moved by: Director Singh, Seconded by Director Halford
Vote: Motion carried 6-0
Yes: Director Akinjo, Director DeBrum, Director Halford, Director Lazard, Director Singh, Director Warmsley, Director Wright
Abstain: Director Canepa
Absent: None

5. NEW BUSINESS 9:34 AM

5.1) Adopt Resolution to accept Independent Auditor's Report and Financial Statements for the fiscal year ending June 30, 2023.

PUBLIC COMMENT: Dominick Gulli submitted written comments and shared comments during the meeting for all to hear.

Motion: Adopt Resolution to accept Independent Auditor's Report and Financial Statements for the fiscal year ending June 30, 2023
Moved by: Director Canepa, Seconded by Director Wright
Vote: Motion carried 8-0
Yes: Director Akinjo, Director Canepa, Director DeBrum, Director Halford, Director Lazard, Director Singh, Director Warmsley, Director Wright
Absent: None

5.2) Mid-Year Budget review and approval of budget adjustments for Fiscal Year 2023/24 for the San Joaquin Area Flood Control Agency

PUBLIC COMMENT: Dominick Gulli submitted written comments and shared comments during the meeting for all to hear.

Motion: Adopt Resolution approving budget adjustments for Fiscal Year 2023/24 for the San Joaquin Area Flood Control Agency
Moved by: Director DeBrum, Seconded by Director Halford
Vote: Motion carried 8-0
Yes: Director Akinjo, Director Canepa, Director DeBrum, Director Halford, Director Lazard, Director Singh, Director Warmsley, Director Wright
Absent: None

5.3) Amendment No. 5 of Task Order No. 1 with Larsen Wurzel and Associates, Inc. for project implementation support to the San Joaquin River Basin, Lower San Joaquin River, California Project, TS30L Construction, Phase A Shima Tract Design and processing of reimbursement from the U.S. Army Corps of Engineers

PUBLIC COMMENT: Dominick Gulli submitted written comments and shared comments during the meeting for all to hear.

Motion: Approve Amendment No. 5 of Task Order No. 1 with Larsen Wurzel and Associates, Inc. for project implementation support to the San Joaquin River Basin, Lower San Joaquin River, California Project, TS30L Construction, Phase A Shima Tract Design and processing of reimbursement from the U.S. Army Corps of Engineers
Moved by: Director Singh, Seconded by Director Halford
Vote: Motion carried 8-0
Yes: Director Akinjo, Director Canepa, Director DeBrum, Director Halford, Director Lazard, Director Singh, Director Warmesley, Director Wright
Absent: None

5.4) Approve Pre-qualified Consultant List for various flood risk reduction services.

PUBLIC COMMENT: Dominick Gulli submitted written comments and shared comments during the meeting for all to hear.

Motion: Approve Pre-qualified Consultant List for various flood risk reduction services.
Moved by: Director Wright, Seconded by Director Singh
Vote: Motion carried 8-0
Yes: Director Akinjo, Director Canepa, Director DeBrum, Director Halford, Director Lazard, Director Singh, Director Warmesley, Director Wright
Absent: None

6. BRIEFINGS 11:08 AM

6.1) The informational update to the Agency's Strategic Plan Priority Actions was deferred until next month's meeting.

6.2) A Briefing on the proposed Mossdale Tract overlay Assessment District was given.

PUBLIC COMMENT: Dominick Gulli submitted written comments and shared comments during the meeting for all to hear.

7. ORAL REPORT FROM EXECUTIVE DIRECTOR 11:30 AM

7.1) Status of the Smith Canal Gate Construction project was given. The project is 91% complete.

7.2) Submission of Real Estate certification package to the U.S. Army Corps of Engineers in fulfillment of environmental mitigation obligations was deferred until next month's meeting.

7.3) The tentative spring advocacy trip to Washington, D.C. was discussed for possibly the week of April 8th.

PUBLIC COMMENT

- Dominick Gulli submitted written comments and shared comments during the meeting for all to hear.

8. PUBLIC COMMENTS 11:48 AM

PUBLIC COMMENT

- Dominick Gulli submitted written comments and shared comments during the meeting for all to hear.

9. BOARD QUESTIONS, COMMENTS, ACTIONS 11:43 AM

- None.

10. COUNSEL REPORT 11:43 AM

Legal counsel will report monthly. Discussed the governor's budget and SB586 Advancement for Mossdale Tract.

11. CLOSED SESSION 11:50 AM

11.1) ANTICIPATED LITIGATION Pursuant to Government Code Section 54956.9(d)(2): One Case (Shimmick Construction Company, Inc.)

11.2) Conference with Legal Counsel: Public Employment Evaluation Pursuant to Government Code Section 54957(b)(1) Title: Executive Director

PUBLIC COMMENT

- Dominick Gulli submitted written comments and shared comments during the meeting for all to hear.

Returned from Closed Session: 12:45 PM

11.1) Report Out: No action taken.

11.2) Report Out: No action taken.

12. OPEN SESSION 12:45 PM

12.1) Potential Board Action on Executive Director Contract following Public Employment Evaluation.

Board Members requested Legal Counsel to bring back an action item regarding the Executive Director's contract for the next Board Meeting.

13. ADJOURNMENT 12:56 PM

The meeting adjourned at 12:56 PM. The next meeting is scheduled for February 15, 2024.

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A handwritten signature in blue ink, appearing to read 'Chris Elias', is written over a horizontal line.

CHRIS ELIAS
EXECUTIVE DIRECTOR
SAN JOAQUIN AREA FLOOD
CONTROL AGENCY

January 18, 2024, SJAFCA Meeting Minutes

Agenda Item 3.2

February 15, 2024

TO: San Joaquin Area Flood Control Agency Board of Directors

FROM: Scott Shapiro, Agency Counsel

SUBJECT: **EXTENSION OF EXECUTIVE DIRECTOR CONTRACT**

RECOMMENDATION

It is recommended that the Board of Directors extend Chris Elias' current three-year contract by a further six-months at the same salary scale and subject to the same cost of living adjustment effective on July 1, 2024. It is also recommended that the Chair and the Vice-Chair work with the Executive Director and Agency Counsel to start a recruiting process to ensure a new Executive Director is on-board prior to Chris Elias' retirement at an undetermined future date.

DISCUSSION

Background

On June 17, 2021 the Agency amended its contract with Chris Elias, Executive Director, to extend the contract for a further three-year period, terminating on June 30, 2024. This date was selected in light of Mr. Elias' statement that he wished to retire in 2024. During the January 2024 Board Meeting the Board met in closed session to conduct an annual review for Mr. Elias and in open session following that review the Board shared significant praise with Mr. Elias.

Mr. Elias has noted that while he is ready to retire, a number of ongoing projects at the Agency deserve his entire attention and therefore he is willing to extend his contract until the end of the calendar year. During open session, following the review, the Board directed Counsel to bring forward an action that would allow the Board to extend Mr. Elias' contract through the end of the calendar year and also to start a recruiting process.

Present Situation

Mr. Elias' current annual salary for 2023-24 is \$234,910.83. He is not entitled to receive or participate in any medical, vision, and/or dental insurance benefits offered by the Employer including during the extension of the Executive Director employment contract. A six-month extension of his salary would continue that amount, subject to a cost of living adjustment calculated pursuant to the provisions in the current contract (which amount cannot yet be calculated). A six month extension would not include a merit adjustment.

Fiscal Impact

These actions extend the Executive Director contract by six months, but within the amount that has historically been budgeted for staff.

Environmental Compliance

This action does not have any impact on the environment.

Strategic Plan Consistency Analysis

Continued employment of the Agency's Executive Director is consistent with the overall Mission and Goals of the Board-adopted Strategic Plan.

PREPARED BY: Scott Shapiro

APPROVED BY:

A handwritten signature in blue ink, appearing to read 'S. Shapiro', is written over a horizontal line.

Scott Shapiro,
Agency Counsel

ATTACHMENT: 1. 2024 Employment Agreement Extension for Chris Elias.

EMPLOYMENT AGREEMENT OF CHRIS ELIAS

This Amended and Restated Employment Agreement (“Agreement”) is entered into effective as of February __, 2024 by and between the San Joaquin Area Flood Control Agency, a California joint powers agency (“Employer”) and Chris Elias, an individual (“Employee”). This Agreement amends and restates the Employment Agreement of May 29, 2018 and the Amended and Restated Employment Agreement of June 17, 2021. The parties agree as follows:

AGREEMENT

1. **Employment.** Employer hereby agrees to continue the employment of Employee, and Employee hereby accepts continued employment with Employer as the Executive Director of Employer, upon the terms and conditions set forth in this Agreement.

2. **Duties.** Employee will devote his productive time, attention, skill, and energy exclusively to the business of Employer, and will use Employee’s best efforts to promote the success of Employer’s business. Employee will also cooperate fully with Employer in the advancement of the best interests of Employer. Employee shall perform the functions and duties specified herein.

Under the general direction of the Board of Directors, Employee is responsible for overseeing the complete operation of the Employer’s business, including finance, operations, public interaction, policy, and the successful execution of civil engineering work in connection with Employer’s flood management projects. The Employer agrees that, except for the purpose of obtaining information or evaluating employee’s performance the Board of Directors and its members shall deal with all subordinate employees, contractors, and consultants (other than general or special counsel) solely through the Employee, or the Employee's designee; and neither the Board of Directors nor any member thereof shall give direction to any subordinate staff, contractors and consultants.

Key specific objectives include the following:

(a) Strategic program administration for civil works projects constructed in cooperation with Federal/State/ Local agreements: Manage projects in an effective and efficient manner. Provide strategic planning guidance regarding project scopes, schedules, financing, and execution. Prepare strategic planning documents including financing plans, program budgets, schedules, floodplain managements and reports. Identify and resolve issues as it relates to project development, design, engineering, and public outreach/coordination. Work closely with consultants to keep projects on schedule.

(b) Managing Employer-led flood protection projects: Plan and schedule work to allow projects to get to construction in a timely manner, understand the process for including environmental documents in project planning, obtain necessary

permits, coordinate consultant services, develop public input as needed. Provide timely estimates of project budgets, monitor expenditures through the fiscal year, communicate cost overruns or savings. Prepare and administer consultant contracts. Manage cost sharing agreements to federal and state agencies. Manage consultants to keep projects on schedule.

(c) Representation of Employer to elected officials, Board members, other government agencies, the private sector and the public regarding Employer's project engineering issues: Prepare and present information regarding Employer projects to a wide audience. Prepare various written reports for management, staff, and outside agencies. Represent Employer to the media on technical issues. As needed, respond to various requests from elected officials, Board members, other government agencies, the private sector and the public.

Employee further agrees to observe and comply with Employer's policies, rules, and regulations as adopted by Employer's Board of Directors. Employee shall also perform such other legally permissible and proper duties and functions as the Board of Directors may from time to time assign. The Board shall establish a relative priority among its projects and objectives with a goal of making them reasonably attainable within the time limitations as specified in the annual operating and capital budgets and appropriations provided.

3. **Employee Performance Evaluation.** Regular communication about mutual expectations and about the Employee's performance is essential to a strong working relationship. Employer and Employee have conducted annual evaluations since the time of Employee's hiring, but no further formal evaluations will be required as this extension is only for a part of a year.

4. **Term of Employment.** Unless terminated earlier pursuant to Sections 16 or 17 below, the term of this amended and restated employment shall be through December 31, 2024.

5. **Place of Employment.** Employee shall perform his duties principally at Employer's offices in Stockton, California.

6. **Compensation.** Employee shall earn an annual salary ("Salary") for the year starting July 1, 2023 through June 30, 2024 of \$234,910.83. This Salary shall be adjusted on July 1, 2024 to include a COLA in accordance with the Consumer Price Index for Urban Wage Earners based on 12-month percentage change for Stockton Metropolitan Area in San Joaquin County (as measured in April of each year by the US Bureau of labor and Statistics for San Francisco-Oakland-Hayward, California). This Salary shall be paid on a biweekly basis.

7. **Benefits.** Employee shall not be entitled to receive or participate in any medical, vision, and/or dental insurance benefits offered by Employer at any time during the term of this Agreement. Employer will contribute 6.5% of Salary into a plan for Employee's benefit during the term of employment, consistent with the terms of the applicable deferred compensation plan.

8. **Sick Leave.** Employee shall accrue paid sick leave at the rate of eight (8) hours for each month of completed service. Sick leave will be paid at Employee's normal base Salary. Employee will not receive pay in lieu of sick leave benefits under any circumstances, and Employee will not receive pay for unused sick leave benefits upon termination of employment. Employee may carryover up to 48 hours of paid sick leave per year. Employee is entitled to use sick leave for the care of the employee's ill or injured immediate family member (mother, father, spouse, child, domestic partner as defined in California law) for up to half of the employee's annual sick leave accrual. Such leave for this purpose will be deducted from the employee's sick leave balance.

9. **Vacation.** Employee shall accrue four weeks (160 hours) of vacation per year and this vacation shall be apportioned for any partial year worked. Vacation shall accrue on a monthly basis. Should Employee's accrued vacation reach 240 hours, Employee will cease to accrue further vacation until Employee's accrued vacation falls below that level. Vacation will not accrue during a leave of absence, except as required by law. Employee shall be responsible for accurately tracking his use of all vacation time in writing and reporting such use to Employer within seven (7) days of having used such time.

10. **Bereavement/Funeral Leave.** Employer shall provide 24 hours maximum paid leave in the event of death in employee's immediate family: spouse, children of Employee, brother, sister, grandchild, grandparent, father-in-law, mother-in-law, and registered domestic partner.

11. **Holidays.** All holidays observed by the City of Stockton will be provided to Employee as paid holidays.

12. **Cellular Phone and Data Plan Allowance.** In addition to his Salary, Employer will provide Employee with a cellular phone and data plan at Employer's expense for purposes of Employee conducting Employer business. Every two years, Employer will pay up to \$200 toward the purchase of a new cellular telephone or an upgrade of existing cellular telephone for the Employee's use for Employer business. Such cellular telephone will remain the property of Employer and must be returned to Employer at the time of termination.

13. **Computer Equipment Allowance.** Every two and a half years, Employer shall pay up to \$1,000 for the purchase of a laptop computer equipped with current versions of required software and docking station for Employee's use for Employer business. These items purchased for Employer business will remain the property of the Employer and must be returned to Employer at the time of termination.

14. **Professional Dues and Travel.** Employer shall reimburse Employee for all reasonable business expenses ("Business Expenses") incurred by Employee in connection with the business of Employer, including reasonable professional dues, travel, meals, lodging, registration, costs and other related charges of Employee necessary for his participation in associations, conferences, or meetings to perform properly his duties and benefit the interests of Employer. All conference participation, including the travel and

lodging associated therewith, shall be reviewed and approved by the Chair of the Board in advance and are subject to budget approval.

15. **Prior Commitments.** During his employment with Employer, Employee agrees not to have any other agreements, relationships, or commitments to any other person or entity that conflict with Employee's obligations to Employer under this Agreement. Employee will not disclose to Employer, or use, or induce Employer to use, any proprietary information or trade secrets of others. Employee represents and warrants that he has returned all property and confidential information belonging to all prior employers.

16. **Early Termination; Termination Without Cause.** Either party may terminate this Agreement at any time upon fourteen (14) days written notice to the other party. If Employer terminates this Agreement without cause, Employer shall pay Employee his Salary accrued through the date of termination, accrued but unused vacation, and any vested payments required to be paid by applicable ERISA plans. Provided that Employee executes a Severance Agreement containing general release in favor of Employer in a form acceptable to Employer, Employer shall pay Employee as a severance, an amount equal to three (3) months' Salary, in one lump sum payment, less state and federal tax withholdings and any other deductions allowed by law. If Employee refuses to sign the standard Severance Agreement, Employee shall be deemed to have waived his right to severance.

17. **Early Termination; Termination For Cause.** Employer reserves the right to terminate this Agreement immediately without notice upon the occurrence of any of the following events:

- (a) Employee's death;
- (b) Employee's disability or incapacity, where such disability or incapacity in the sole opinion of Employer renders Employee unable to perform the essential functions of his position, with or without reasonable accommodation;
- (c) Employee's commission of acts of dishonesty, fraud, misrepresentation, embezzlement or similar conduct by Employee;
- (d) Employee's failure to reasonably perform Employee's duties as modified by Employer from time to time;
- (e) Conduct by Employee that in the good faith determination of the Board demonstrates unfitness to serve as an officer or employee of Employer, including without limitation a finding by the Board of Directors or any regulatory authority that Employee engaged in acts of harassment, violated Employers policies on ethics, workplace behavior, or legal compliance; or violated a material law or regulation applicable to the business of Employer;
- (f) Employee's refusal or neglect to comply with any lawful or reasonable order given to Employee by Employer;

(g) Any material breach of this Agreement by Employee.

Upon termination of this Agreement pursuant to this Section 17, Employer shall pay all wages due and owing through the date of termination. No other payments shall be due to Employee (except those vested payments required to be paid by applicable ERISA plans), including but not limited to severance payments. Nothing in this Agreement shall be construed to require a waiver of rights that Employee may have under the Family and Medical Leave Act, California Family Rights Act or other similar federal and/or state laws.

18. **Notices.** All notices and other communications under this Agreement shall be in writing and shall be deemed to have been given: (1) on the date delivered by hand or sent by facsimile; (2) twenty-four (24) hours following the date sent by overnight delivery service; or (3) on the third day after mailing if deposited in the U.S. mail. Any notice to be given to the parties should be addressed as set forth on the signature page, or to such other addresses as the party may specify in writing from time to time.

19. **Arbitration.** The parties shall attempt to resolve any disputes they may have in good faith. Any disputes which cannot be resolved informally between the parties shall be submitted to final and binding arbitration in San Joaquin County, California. A party seeking to arbitrate a dispute arising out of this Agreement must notify the other party in writing of its intent to arbitrate any claim for breach or enforcement of any provision of this Agreement within the time specified by the applicable statute of limitations for institution of legal or equitable proceedings in a court of law based on such claim. In no event shall notice be given after the date provided for in the statute of limitations. Notification to the other party of a written request for arbitration shall comply with Section 18 governing Notices. Any such timely and properly noticed claim for breach or enforcement of any provision of this Agreement shall be submitted to binding arbitration through the Judicial Arbitration and Mediation Services, Inc. ("JAMS") in accordance with the Rules and Procedures relating to employment disputes, which may be found at https://www.jamsadr.com/files/Uploads/Documents/JAMS-rules/JAMS_employment_arbitration_rules-2014.pdf, excepting such Rules as may be in conflict with federal or California law. Within ten (10) business days after notice of a dispute subject to arbitration is given, the parties shall select an arbitrator. If the parties fail to select an arbitrator within the designated period, then on the request of either party, JAMS shall select the arbitrator. Employer shall pay the arbitrator's fees and expenses unless applicable law allows the parties to share the arbitrator's fees and expenses, in which event the Employer and Employee shall each pay 50% of the arbitrator's fees and expenses. In the event that either party seeks injunctive relief, consistent with this arbitration clause such relief shall be sought pursuant to California Code of Civil Procedure sections 1281.8 and 527, or any successor statutes. The decision of the arbitrator shall be final and conclusive, and the parties waive the right to a trial de novo or appeal excepting only for the purpose of enforcing the arbitrator's decision or as otherwise may be required by law.

The parties expressly intend to arbitrate disputes between them. Therefore, this arbitration clause shall be construed so as to be consistent with applicable federal and California law, and to be enforceable to the maximum extent allowable by law. If necessary, any portion

of this clause that is unenforceable by law shall be stricken, and the arbitrator or the court, as the case may be, shall have the power to reform this clause to the extent necessary to comply with applicable law and to give effect to the parties' intent that they shall arbitrate their disputes.

20. **Entire Agreement; Amendment.** This Agreement constitutes the entire agreement between the parties, and supersedes all prior agreements, whether oral or in writing. This Agreement may not be amended except by the mutual written consent of the parties.

21. **Waiver.** Any provision of this Agreement may be waived at any time by the party entitled to the benefit thereof, but only by a writing signed by such party. No waiver of any of the provisions of this Agreement shall constitute a waiver of any other provision nor shall any waiver constitute a continuing waiver.

22. **Severability.** If any provision of this Agreement is held invalid or unenforceable, the other provisions of this Agreement shall remain in full force and effect.

23. **Binding Effect; Assignments.** This Agreement shall be binding upon and shall inure to the benefit of the parties, their permitted successors and assigns. Employee may not assign this Agreement or assign or delegate any of Employee's rights or duties hereunder without the prior written consent of the Employer.

24. **Legal Representation.** Employee acknowledges and understands that the law firm of Downey Brand LLP, and its attorneys, only represents Employer and does not represent Employee. Employee further acknowledges that he has had ample and sufficient opportunity to seek and obtain advice from independent counsel and is not relying on Downey Brand LLP to represent Employee's individual interests.

22. **Indemnification.** Employer shall provide for the defense of Employee in any action or proceeding alleging an act or omission within the scope of employment, in conformance with California law (Government Code section 995 et seq.).

23. **WAIVER OF TRIAL BY JUDGE OR JURY. EMPLOYEE AND EMPLOYER AGREE THAT BY ENTERING THIS AGREEMENT, THEY ARE KNOWINGLY AND VOLUNTARILY WAIVING THEIR RIGHT TO A TRIAL BY A JUDGE OR JURY.**

24. **Attorneys' Fees and Costs.** In the event of litigation, arbitration or any other action or proceeding between the parties to interpret or enforce this Agreement or any part thereof or otherwise arising out of or relating to this Agreement, the prevailing party shall be entitled to recover its costs related to any such action or proceeding and its reasonable fees of attorneys, accountants and expert witnesses incurred by such party in connection with any such action or proceeding. The prevailing party shall be deemed to be the party which obtains substantially the relief sought by final resolution, compromise or settlement, or as may otherwise be determined by order of a court of competent jurisdiction in the event of litigation, an award or decision of one or more arbitrators in the event of arbitration, or a decision of a comparable official in the event of any other action or proceeding.

25. **Governing Law.** The laws of the State of California shall govern this Agreement.

EMPLOYER:

SAN JOAQUIN AREA FLOOD CONTROL AGENCY

EMPLOYEE:

CHRIS ELIAS

By:

Paul Akinjo
Board Chair

Chris Elias

Agenda Item 4.1

February 15, 2024

TO: San Joaquin Area Flood Control Agency Board of Directors

FROM: Scott Shapiro, Agency Counsel

SUBJECT: **AGENCY APPROACH TO PUBLIC COMMENT**

RECOMMENDATION

It is recommended that the Board of Directors discuss the various approaches to public comment and direct staff on the Agency's preferred approach.

DISCUSSION

Background

The San Joaquin Area Flood Control Agency (SJAFCA), like all other local public agencies, is subject to the Brown Act. The Brown Act requires that, except as otherwise provided, an Agency's decisions are to be made in a public meeting. The Act also requires that the Board of the Agency take public comment on the items discussed at its Board meeting.

While the Brown Act does not specifically require that public comment be accepted on every agenda item, the practice of SJAFCA has been to allow this. However, the Agency has taken different approaches in the past on what to do with that public comment. For example, there have been times when the Agency Board hears the comments and then, having heard them, moves to any action it intends to take. There are other times when the Agency Board hears the comments and then, prior to acting, asks staff to comment on the public comment or answer any questions that have been asked. Both are acceptable approaches with their own pros and cons.

Present Situation

Following the last Board meeting, several Board Members approached Agency Counsel to better understand the range of options that the Board has for dealing with public comment, with an interest in ensuring that the Board and the public has the best information, but also that the meetings proceed in an efficient manner. Agency Counsel therefore recommended that this item be placed on the agenda so that the Board may discuss and understand the different approaches and direct staff on the approach which the Board wishes staff to take.

Fiscal Impact

These actions do not have a budget implication, other than affecting the way in which staff utilizes its time.

Environmental Compliance

This action does not have any impact on the environment.

Strategic Plan Consistency Analysis

This item aligns with Goals Number Two and Five of the 2022 Strategic Plan: Drive for Operational Transparency and Promote Public and Institutional Awareness.

PREPARED BY: Scott Shapiro

APPROVED BY:

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Scott Shapiro,
Agency Counsel

Agenda Item 5.1

February 15, 2024

TO: San Joaquin Area Flood Control Agency Board of Directors

FROM: Chris Elias, Executive Director
Seth Wurzel, LWA – Financial Consultant
Jim McGuire, Willdan Financial Services – Assessment Engineering Consultant

SUBJECT: **BRIEFING REGARDING ASSESSMENT METHODOLOGY FOR THE PROPOSED MOSSDALE TRACT OVERLAY ASSESSMENT DISTRICT (“OAD”)**

RECOMMENDATION

It is recommended that the Board of Directors of the San Joaquin Area Flood Control Agency receive an informational briefing from SJAFCA Staff and Consultants on the assessment methodology for the proposed Mossdale Tract Overlay Assessment District (OAD).

SUMMARY

At the Board’s February 15th meeting, SJAFCA’s Finance and Assessment Engineering consultants will provide an overview of the proposed assessment methodology and resulting assessment rates. Building upon the prior presentation provided to the Board at its January Board meeting, the goal of the presentation will be to provide the Board and the Public with the following information:

- An overview of the services to be provided by the Assessment.
- A review of project costs, the financing plan and approach for implementation and resulting annualized costs of implementing Urban Level of Protection to be funded by the assessment.
- A review of the property benefits received from the services and the approach for assessing the special benefits received by properties within the benefit area. This review will include an estimate of the proposed assessments to be levied by the OAD.
- Finally, the briefing will include a review of the upcoming process for formation of the new district.

DISCUSSION

At its January 2024 meeting, the Board received its first informational briefing regarding the Mossdale OAD during which staff provided a review of the proposed boundary for the district. All parcels (approximately 22,100) within the proposed boundary receive special benefit from improvements to the levee system. The levee system improvements include fix-in-place improvements, potential levee setbacks and the extension of the dryland levee in Manteca.

At the February 2024 meeting, the Board will receive a second briefing on the assessment methodology that will be used to determine assessment for individual parcels. Proposition 218 requires that the agency develop a methodology for assessing (or quantifying) the total amount of special benefits received for each parcel in the proposed district from the services and/or projects to be funded by the assessment. Proposition 218 (California Constitution Article XIIID Section (b)) also requires that all assessments be supported by a detailed engineer’s report prepared by a registered professional engineer certified by the State.

The assessment team is working to prepare a Draft Preliminary Engineer’s Report document that will include the following:

- A description of improvements and services

AGENDA ITEM 5.1

BRIEFING REGARDING ASSESSMENT METHODOLOGY FOR THE PROPOSED MOSSDALE TRACT OVERLAY ASSESSMENT DISTRICT ("OAD") **PAGE 2**

- A cost estimate and justification of the annual budget for the improvements (i.e. financing plan)
- An assessment diagram (i.e. boundary map)
- A detailed description of the method for assessing special benefits and the cost of services / improvements in proportion to the special benefit received
- Assessment listing of parcels and an initial FY 2023/24 assessment roll

At the February 15th meeting, the assessment engineering team will provide a brief overview of the costs of project and the associated financing plan, the assessment methodology, and a high-level summary of the resulting assessment rates. A more detailed analysis of the summarized rates that will be presented at the meeting is attached to this staff report (**Attachment A**). In addition, the team will review the Proposition 218 requirements and assessment district formation process. A Draft of the Engineer's Report will be finalized and released for review later this month.

The goal of the Board briefing is to familiarize the Board and the public with the benefits of the services that are to be funded by the assessment, the methodology being used to assess individual properties, and the tools that will be used to provide information property owners need to make an informed decision.

FISCAL IMPACT

This is an informational briefing only with no fiscal impact to the Agency.

STRATEGIC PLAN CONSISTENCY ANALYSIS

The material found in this report is consistent with the Mission and Goals of the Board-adopted Strategic Plan, specifically Goal 1 to Plan for and Implement System Resiliency, Goal 3 Facilitate Funding Structures that are Most Beneficial to Local Interests, and Goal 5 Promote Public and Institutional Awareness.

APPROVED BY:



CHRIS ELIAS
EXECUTIVE DIRECTOR

ATTACHMENTS:

- A. Mossdale Overlay Assessment District - Draft Summary of Proposed Assessment Rates dated February 6, 2024 prepared by Willdan Financial Services.

Mossdale Overlay Assessment District - Draft Summary of Proposed Assessment Rates													
Land Use	APN Count	Acreage	Building Sqft	Land Value	Structure Value	Structure Damage Benefit	Content Damage Benefit	Land Damage Benefit	Total Damage Benefit	Estimated Total Revenue	Average Revenue per Parcel	Average Revenue per Acre	Percent of Assessed Revenue
Agriculture	138	1,919.39	-	\$ 65,468,674	\$ 6,176,604	-	-	13,435,705	13,435,705	\$ 9,933.15	\$71.98	\$5.18	0.38%
Agriculture - Single Family 1 Story	64	942.00	95,501	\$ 24,723,368	\$ 12,767,431	1,890,042	2,692,401	6,594,007	11,176,450	\$ 8,262.86	\$129.11	\$8.77	0.31%
Agriculture - Single Family 2 Stories or more	9	136.56	21,774	\$ 3,038,866	\$ 2,708,610	488,778	653,220	955,920	2,097,918	\$ 1,551.01	\$172.33	\$11.36	0.06%
Sub-Total Agricultural	211	2,997.95	117,275	\$ 93,230,908	\$ 21,652,645	2,378,820	3,345,621	20,985,632	26,710,073	\$ 19,747.02	\$93.59	\$6.59	0.75%
Commercial - Auto	20	130.41	210,385	\$ 24,697,478	\$ 25,366,383	5,294,225	15,403,283	11,945,255	32,642,763	\$ 24,133.12	\$1,206.66	\$185.06	0.92%
Commercial - Care	3	5.04	19,820	\$ 319,195	\$ 1,043,739	404,158	1,469,535	461,664	2,335,358	\$ 1,726.55	\$575.52	\$342.57	0.07%
Commercial - Elder Care	1	1.20	-	\$ 494,053	\$ 504,564	-	-	109,920	109,920	\$ 81.26			
Commercial - Fast Food	15	12.31	36,416	\$ 10,627,501	\$ 16,277,828	1,140,551	2,731,200	1,127,688	4,999,439	\$ 3,696.14	\$246.41	\$300.23	0.14%
Commercial - Grocery Store	11	12.63	54,066	\$ 4,528,361	\$ 5,657,643	1,534,099	3,969,219	1,156,908	6,660,226	\$ 4,923.97	\$447.63	\$389.86	0.19%
Commercial - Hospital	3	19.91	64,526	\$ 2,994,428	\$ 20,960,861	1,411,506	4,839,450	1,823,939	8,074,895	\$ 5,969.85	\$1,989.95	\$299.81	0.23%
Commercial - Hotel	6	8.38	165,168	\$ 5,500,881	\$ 27,928,888	5,158,069	12,387,600	767,883	18,313,552	\$ 13,539.39	\$2,256.57	\$1,615.10	0.52%
Commercial - Medical	2	7.57	8,484	\$ 3,345,696	\$ 3,815,357	255,368	636,300	693,778	1,585,447	\$ 1,172.14	\$586.07	\$154.76	0.04%
Commercial - Miscellaneous	63	166.73	482,479	\$ 49,875,011	\$ 197,044,878	14,361,027	36,185,925	15,272,376	65,819,329	\$ 48,660.89	\$772.40	\$291.86	1.85%
Commercial - Office1	13	14.24	103,456	\$ 6,616,524	\$ 19,078,658	4,217,236	7,757,679	1,304,201	13,279,115	\$ 9,817.38	\$755.18	\$689.52	0.37%
Commercial - Office2	4	2.98	20,685	\$ 1,843,631	\$ 7,425,375	689,837	1,003,192	272,968	1,965,997	\$ 1,453.48	\$363.37	\$487.75	0.06%
Commercial - Restaurants	10	10.62	31,457	\$ 5,904,899	\$ 6,083,968	868,531	2,349,718	973,067	4,191,316	\$ 3,098.68	\$309.87	\$291.70	0.12%
Commercial - Service Auto	48	209.84	452,262	\$ 60,871,908	\$ 71,851,964	13,981,053	32,983,782	19,221,069	66,185,904	\$ 48,931.90	\$1,019.41	\$233.19	1.86%
Commercial - Shopping Center	30	106.25	395,245	\$ 50,851,936	\$ 123,891,891	11,851,057	29,643,375	9,732,317	51,226,749	\$ 37,872.45	\$1,262.41	\$356.45	1.44%
Commercial - Vacant	162	429.95	-	\$ 102,239,118	\$ 46,519,470	-	-	39,383,072	39,383,072	\$ 29,116.30	\$179.73	\$67.72	1.11%
Sub-Total Commercial	391	1,138.06	2,044,449	\$ 330,710,620	\$ 573,451,467	61,166,719	151,360,257	104,246,105	316,773,080	\$ 234,193.51	\$598.96	\$205.78	8.92%
Industrial - Heavy Manufacturing	9	85.51	293,327	\$ 5,880,558	\$ 12,866,785	5,462,937	16,989,455	2,317,321	24,769,713	\$ 18,312.50	\$2,034.72	\$214.16	0.70%
Industrial - Light Manufacturing	57	420.74	2,000,834	\$ 91,211,167	\$ 248,022,062	39,587,747	113,472,192	11,401,919	164,461,858	\$ 121,588.30	\$2,133.13	\$288.99	4.63%
Industrial - Vacant	38	340.77	4,222	\$ 65,499,041	\$ 3,497,088	102,741	-	9,234,867	9,337,608	\$ 6,903.39	\$181.67	\$20.26	0.26%
Industrial - Warehouse	178	868.03	4,913,161	\$ 238,281,157	\$ 1,598,581,196	135,018,495	282,154,483	24,729,745	441,902,723	\$ 326,703.10	\$1,835.41	\$376.37	12.45%
Sub-Total Industrial	282	1,715.04	7,211,544	\$ 400,871,923	\$ 1,862,967,131	180,171,920	412,616,130	47,683,851	640,471,902	\$ 473,507.28	\$1,679.10	\$276.09	18.04%
Public - Fire Station	3	4.32	27,622	\$ -	\$ -	865,844	2,071,650	395,529	3,333,023	\$ 2,464.14	\$821.38	\$570.67	0.09%
Public - Government	9	26.10	45,940	\$ -	\$ -	1,313,772	3,445,500	2,390,302	7,149,574	\$ 5,285.75	\$587.31	\$202.56	0.20%
Public - Hospital	3	43.91	214,547	\$ -	\$ -	4,621,935	15,957,374	4,022,156	24,601,466	\$ 18,188.11	\$6,062.70	\$414.21	0.69%
Public - Miscellaneous	24	115.51	489,425	\$ 2,457,044	\$ 3,854,711	13,419,569	36,706,875	10,581,082	60,707,527	\$ 44,881.68	\$1,870.07	\$388.54	1.71%
Public - School	30	213.71	376,032	\$ -	\$ -	9,895,348	28,202,400	19,576,019	57,673,768	\$ 42,638.79	\$1,421.29	\$199.52	1.62%
Public - Vacant	16	191.18	195	\$ 33,624	\$ -	-	-	17,511,996	17,511,996	\$ 12,946.79	\$809.17	\$67.72	0.49%
Sub-Total Public	85	594.73	1,153,761	\$ 2,490,668	\$ 3,854,711	30,116,470	86,383,799	54,477,085	170,977,354	\$ 126,405.27	\$1,487.12	\$212.54	4.82%
Residential - Mobile Home	32	72.07	37,879	\$ 25,586,782	\$ 10,430,117	1,082,961	698,323	5,773,047	7,554,331	\$ 5,584.99	\$174.53	\$77.49	0.21%
Residential - Multi Family Residential 1 Story	67	64.21	160,003	\$ 8,304,412	\$ 15,817,427	4,732,684	735,801	5,143,461	10,611,947	\$ 7,845.52	\$117.10	\$122.18	0.30%
Residential - Multi Family Residential 2 Stories or more	19	34.76	49,157	\$ 17,084,570	\$ 88,882,981	1,649,666	273,766	2,784,369	4,707,801	\$ 3,480.52	\$183.19	\$100.13	0.13%
Residential - Single Family 1 Story	8,004	2,450.58	10,461,341	\$ 783,086,874	\$ 1,925,609,165	405,823,288	202,174,112	196,291,618	804,289,018	\$ 594,618.91	\$74.29	\$242.64	22.65%
Residential - Single Family 2 Stories or more	10,206	1,596.90	21,289,152	\$ 1,112,083,096	\$ 3,014,610,383	658,532,970	329,266,485	127,911,770	1,115,711,225	\$ 824,856.47	\$80.82	\$516.54	31.42%
Residential - Vacant	1,976	881.37	18,929	\$ 217,469,111	\$ 2,864,073	797,492	124,868	70,597,580	71,519,940	\$ 52,875.41	\$26.76	\$59.99	2.01%
Sub-Total Residential	20,304	5,099.90	32,016,461	\$ 2,163,614,845	\$ 5,058,214,146	1,072,619,060	533,273,355	408,501,846	2,014,394,261	\$ 1,489,261.82	\$73.35	\$292.02	56.73%
Planned Residential Development	137	243.69	833,057	\$ 15,639,669	\$ 19,587	14,805,903	2,273,846	9,759,905	26,839,654	\$ 19,842.82	\$144.84	\$81.43	0.76%
Planned Commercial Development	88	222.11	6,020,578	\$ 30,080,050	\$ 502,521	95,658,260	221,162,913	10,172,519	326,993,692	\$ 241,749.71	\$2,747.16	\$1,088.44	9.21%
Planned Industrial Development	87	436.38	652	\$ 53,338,118	\$ 7,414,964	5,094	18,812	5,912,992	5,936,898	\$ 4,389.21	\$50.45	\$10.06	0.17%
Sub-Total Planned Development	312	902.18	6,854,286	\$ 99,057,837	\$ 7,937,072	110,469,256	223,455,571	25,845,416	359,770,244	\$ 265,981.74	\$852.51	\$294.82	10.13%
Total Special Benefit	21,585	12,447.86	49,397,776	\$ 3,089,976,801	\$ 7,528,077,172	1,456,922,245	1,410,434,733	661,739,935	3,529,096,913	\$ 2,609,096.64	\$120.88	\$209.60	99.39%
Exempt and General Benefit	530	1,678.93	38,111	\$ 4,215,878	\$ 298,792	-	-	21,525,277	21,525,277	\$ 15,913.85			0.61%
Grand Total	22,115	14,126.79	49,435,887	\$ 3,094,192,679	\$ 7,528,375,964	1,456,922,245	1,410,434,733	683,265,213	3,550,622,191	\$ 2,625,010.49			100.00%

Agenda Item 5.2

February 15, 2024

TO: San Joaquin Area Flood Control Agency

FROM: Chris Elias, Executive Director
Kim Floyd, Kim Floyd Communications – Public Outreach Consultant

SUBJECT: **BRIEFING REGARDING THE PUBLIC OUTREACH PROGRAM FOR THE PROPOSED MOSSDALE TRACT OVERLAY ASSESSMENT DISTRICT (OAD)**

RECOMMENDATION

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

1. receive an informational briefing from SJAFCA Staff and Consultants on the public outreach program for the proposed Mossdale Tract Overlay Assessment District (OAD); and
2. provide direction to staff and consultants on the public outreach program for the proposed Mossdale Tract OAD.

SUMMARY

The key objectives of the Public Outreach Program include increasing awareness of the purpose and need for the OAD; providing property owners with information to support informed decisions; and providing property owners with meaningful opportunities for two-way communication with SJAFCA.

DISCUSSION

At the Board's February 15 meeting, SJAFCA's Public Outreach consultant will provide an overview of the planned public outreach tasks in support of the OAD formation process. The comprehensive program includes four community meetings, dozens of small group meetings and presentations to business and civic groups, a hotline, three direct mailers, a webpage and assessment calculator, and social and traditional media.

The schedule for the assessment district formation is presented in the matrix below. The goal of the early Board briefings is to familiarize the Board and the public with the benefits of the services that are to be funded by the assessment, the methodology being used to assess individual properties, and the tools that will be used to provide information that property owners need to make an informed decision. Beyond the Board Briefings, up to four public workshops will be conducted around the time that ballots are mailed to property owners. The exact number and dates will be determined based upon facility availability and scheduling. The following matrix shows key dates and timeframes leading up to, and including a public hearing on the proposed assessment, if approved by the Board in April.

<u>Timeframe</u>	<u>Item</u>
<i>January 18, 2024 (completed)</i>	<i>Board Briefing on Benefit Area</i>
February 15, 2024	Board Briefing on Assessment Methodology and Public Outreach Program
March 21, 2024	Board Briefing on Public Review Draft of the Preliminary

	Engineer's Report and Public Outreach Program
April 18, 2024	Board Approval of Engineer's Report / Call for Ballot Proceeding
May 2024	Ballot Mailing
April / May 2024	Public Workshops (approximately 4 / dates & times subject to facility scheduling)
June 20, 2024	Evening Public Hearing 6:00 PM, Lathrop City Hall

SCOPE OF TARGET AUDIENCES

Staff and the consultant team will lead a comprehensive public outreach effort. The objectives are to increase awareness of the purpose and need for the OAD, provide property owners with factual information to support informed decisions, and provide property owners with meaningful opportunities for two-way communication. Staff and the consultant team will target public outreach to the following groups, among others:

- Property owners
- Elected officials
- Member agency staff
- Public agency administrators/boards (e.g. school districts)
- Neighborhood Associations
- Business associations
- Civic organizations
- Environmental Advocacy Groups
- Multi-cultural organizations
- Faith-based organizations
- Advocacy groups (e.g. taxpayers)

The public outreach activities will include, but are not limited to:

- Community meetings
- Direct mail (newsletter, FAQs)
- Fact sheets and fliers
- Small group meetings
- Social & traditional media
- Hotline & email
- Website & assessment "calculator"

FISCAL IMPACT

This is an informational briefing only with no Fiscal Impact to the Agency.

TRANSPARENCY AND ACCOUNTABILITY

Staff proposes improved transparency and accountability through:

1. Board meetings and public hearings
2. Compliance with public outreach requirements of the California Environmental Quality Act
3. Quarterly website updates
4. Annual independent financial audit of the Agency programs, including the Mossdale Tract OAD.

Strategic Plan Consistency Analysis

The material found in this report is consistent with the Mission and Goals of the Board-adopted Strategic Plan, specifically Goal 1 to Plan for and Implement System Resiliency, Goal 3 Facilitate Funding Structures that are Most Beneficial to Local Interests, and Goal 5 Promote Public and Institutional Awareness.

APPROVED BY:



CHRIS ELIAS
EXECUTIVE DIRECTOR

Agenda Item 5.3

TO: San Joaquin Area Flood Control Agency Board of Directors

FROM: Chris Elias, Executive Director

SUBJECT: **RECEIVE UPDATE TO AGENCY'S STRATEGIC PLAN PRIORITY ACTIONS**

RECOMMENDATION

Receive and consider updates to the proposed changes to San Joaquin Area Flood Control Agency's (SJAFCA) Strategic Plan Priority Actions.

DISCUSSION

Background

SJAFCA published its updated Strategic Plan in September 2022; it is available on the [website](https://www.sjafca.org/projects/strategic-plan)¹. SJAFCA's Strategic Plan sets the framework for the Agency's actions and decisions. It contains the Agency's mission statement, goals, objectives, and priority actions. SJAFCA's work directly supports each Priority Action and in turn its overall mission.

As presented in the Strategic Plan, the figure below illustrates the interconnections between SJAFCA's Goals and Objectives. These have remained static since the first Strategic Plan publication in 2019 and remain relevant to the Agency's ongoing work today.

FIGURE 4. Goals & Objectives

		1	2	3	4	5
		Plan for and Implement System Resiliency	Drive for Operational Transparency	Facilitate Funding to Structures most Beneficial to Local Interests	Support Appropriate, Mutually Beneficial Partnerships	Promote Public and Institutional Awareness
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.			✓	✓	
	3. Develop public outreach programs to maximize public and institutional awareness and involvement.		✓			✓
	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.	✓				
	6. Monitor potential impacts to the system and advocate for Agency's needs.	✓	✓			✓
	7. Pursue multi-benefit approaches to incentivize investments from non-traditional funding sources and promote system resiliency and resource mitigation.			✓	✓	

¹ <https://www.sjafca.org/projects/strategic-plan>

Priority Action Review

Following adoption of the first Strategic Plan in 2019, staff prepared at least semi-annual updates on the status of the Priority Actions and its adherence to SJAFCA's Strategic Plan. These included presents to the Board of Directors summaries of accomplishments and a look forward to SJAFCA's program.

In January 2022, staff presented a status update and proposed revisions to the Priority Actions found in the Strategic Plan. Following the Board of Director's feedback and at the March 2022 BOD meeting, staff proposed updates to the Strategic Plan, which were published on the Agency's website with the updated Strategic Plan.

As part of the 2022 Strategic Plan Update, SJAFCA identified thirteen Priority Actions which define specific performance measures that tie directly back to the listed Goals and Objectives.

Throughout 2022 and 2023, the staff and consultant team has presented updates to the Agency's programs and progress toward the Priority Actions. During the presentations, the Board reaffirmed its priorities as presented in the plan with an emphasis on its mission to reduce and manage the region's flood risk.

At October 19, 2023 Board meeting, the SJAFCA team presented the current status of the Priority Actions. During that meeting staff discussed achievements, misses, changes, implementation risks and opportunities. Several PAs had been completed or now require changes due to updated program developments, so staff offered to bring to the Board proposed updates in early 2024.

Results Demonstrate Progress Toward Systemwide Resiliency

Recent accomplishments over the last several years have resulted in substantial progress toward the Agency's Mission, Goals and Objectives. Given the broad, diverse constituency, the Agency balances the scale of environmental justice for flood control. This is especially apparent given the historical dearth of funding going to and attention on the region's flood risk management. As such, the agency's strategy and its work, especially over the last five years, has elevated the importance of flood control in the SJ region and drawn significant local, state and federal investment. As presented during the October board meeting and highlighted here, notable achievements include:

- Completion of design and environmental compliance for the first increment of the Lower San Joaquin River Project at the Delta Front, TS_30_L.
- Substantial completion of in-water work of the Smith Canal Gate Structure
- Formation of the Levee Construction and Maintenance Assessment District and first bond issuance in August, 2023, which provide vital financing for the Lower San Joaquin River Project and maintenance obligations.
- Federal and local signing of the Feasibility Cost Share Agreement in September 2022 and completion of the alternatives milestone conference in March, 2023 for the second

Priority Action Review

phase of the Lower San Joaquin River Feasibility Study (aka the Lathrop & Manteca Study).

- Formation and successful administration of the Enhanced Infrastructure Financing District, for the Agency's work in Mossdale.
- Regional Flood Management Planning in support of the State's adoption of the 2022 Central Valley Flood Protection Plan (CVFPP).
- Signing of the Paradise Cut Bypass Expansion and South Delta Restoration Project funding agreement in July 2023.

Present Situation

Now, with a look ahead to the next few years, the staff and consultant team has evaluated its progress relative to these Priority Actions and is presenting revisions. Staff requests that the Board consider the proposed revised Priority Actions; in doing so, any feedback, revision, or other suggestions from the Board will be incorporated. Upon completion, staff will finalize the new list of Priority Actions and bring this amendment for the Board of Director's adoption at the next Board meeting.

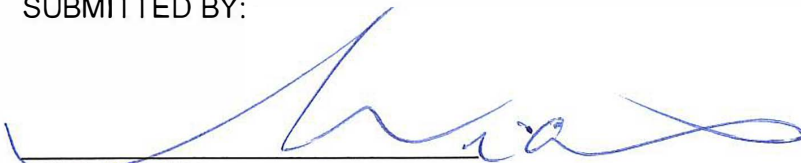
FISCAL IMPACT

This is an informational item with no fiscal impact.

Strategic Plan Consistency Analysis

The material found in this report is consistent with the Mission and Goals of the Board-adopted Strategic Plan, whereby each Priority Action directly links back to the components of SJAFCA's strategy.

SUBMITTED BY:

A handwritten signature in blue ink, appearing to read "Chris Elias", is written over a horizontal line.

CHRIS ELIAS
EXECUTIVE DIRECTOR

Attachment:

1. Draft Priority Action Updates ("SJAFCA_PriorityAction_Update2024_Dec2023_DRAFT")

STRATEGIC PLAN

*Priority Action Update
2024*

DRAFT

JANUARY 2024

First Published October 2019



SAN JOAQUIN AREA
FLOOD CONTROL AGENCY

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DRAFT

Priority Actions

Update 2024

- Action 1**
Updated
Jan 2024
- Implement the Lower San Joaquin River Project in accordance with the authorized Federal Project by:
- 1) Supporting USACE in the completion of Tenmile Slough, TS30L, physical construction by end 2025 with project closeout and transfer by mid-2026.
 - 2) Lead acquisition of real estate and relocation for Shima Tract, and support USACE in the design, combined CEQA/NEPA documentation, environmental permitting, and necessary mitigation. Target award of construction contract for the Shima Tract levee by Q1 2026.
 - 3) Supporting USACE in achieving 10% concepts of third increment of the Program by August 2025 (Phase E – San Joaquin River Right, French Camp, Duck Creek).
 - 4) Prepare a combined CEQA/NEPA document for the Mitigation Strategy Implementation Plan by end of 2024.
 - *Supporting Objectives: 1, 4*
- Action 2:**
Updated
Jan 2024
- Submit Smith Canal area package for Letter of Map Revision (LOMR) to FEMA by Q2 2024.
- *Supporting Objectives: 1, 4, 5*
- Action 3:**
Updated
Jan 2024
- Complete submittal to USACE for credit associated with Smith Canal Project construction within six months of project close-out.
- *Supporting Objectives: 1, 2*
- Action 4:**
Updated
Jan 2024
- Partner with USACE and the State to complete Phase 2 of the Federal Lower San Joaquin River Study for Mossdale Tract
- Partner Annually with the State of California on federal advocacy and congressional outreach
 - Identify USACE tentatively selected plan (TSP) and non-Federal sponsor locally preferred plan (LPP), if necessary, by January 2025.

- Secure Section 221 Memorandum of Understanding (MOU) for federal credit of advanced non-Federal sponsor flood risk reduction investments by December 2025.
- Obtain signed Chief's Report by Q1 2027.

➤ *Supporting Objectives: 1, 2, 4, 5, 7*

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

Updated
Jan 2024

- Publish Draft Mossdale UFRR Environmental Impact Report (EIR) for public review by June 2024.
- Complete Mossdale UFRR Dryland levee design by June 2025.
- Initiate UFRR Dryland Levee Construction in 2026.

➤ *Supporting Objectives: 1, 2, 4, 6*

Action 6: Achieve 200-year level of protection in Mossdale Tract as required by State Law and present adequate progress until improvements are complete. Advocate legislation to align requirements of Urban Level of Protection (ULOP) with USACE implementation of Phase 2 of the Federal Lower San Joaquin River (Lathrop-Manteca) Study.

Updated
Jan 2024

➤ *Supporting Objectives: 1*

Action 7: Refine project development plans considering emerging climate information in accordance with the Mossdale Climate Change Adaptation Policy.

➤ *Supporting Objectives: 1, 5*

Action 8: Complete formation of the proposed Overlay Assessment District for the Mossdale Tract Area by August 2024.

Updated
Jan 2024

➤ *Supporting Objectives: 2*

Action 9: Update capital improvement plans throughout project life-cycle, supporting annual budgeting and out-year planning.

➤ *Supporting Objectives: 1, 2, 6*

Action 10: Develop and implement a public awareness and outreach program that supports SJAFCA's mission, goals, and objectives through

targeted messaging and that leverages partnerships with member agencies.

➤ *Supporting Objectives: 3*

Action 11: Engage and nurture strategic relationships with local, state and federal officials, business community, non-governmental organizations and other stakeholder groups.

➤ *Supporting Objectives: 3, 6*

Action 12: Advance actions identified in Regional Flood Management Plan (RFMP) by working with local, State and Federal partners, through initiatives such as the State's Water Resilience Portfolio Initiative 25.4; scope regional efforts identified in the RFMP and chart path forward as opportunities arise.

Updated
Jan 2024

➤ *Supporting Objectives: 1, 2, 6, 7*

Action 13: Advance actions identified in the funding agreement with DWR for the Paradise Cut Bypass Expansion and Multi-Benefit Project, starting with the Feasibility Study initiation in June 2024.

New
Jan 2024

➤ *Supporting Objectives: 4, 5, 7*

Action 14: Develop a regional climate resiliency framework in collaboration with member agencies and external stakeholders by September 2024.

New
Jan 2024

➤ *Supporting Objectives: 1, 5*

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DRAFT

ATTACHMENT 1



SAN JOAQUIN AREA
FLOOD CONTROL AGENCY



**End of
Agenda Packet**