

BOARD OF DIRECTORS

<u>City of Stockton</u> Michael Blower, Chair Brando Villapudua Alt. Mariela Ponce	<u>Public Member</u> Steve DeBrum	<u>San Joaquin County/SJCFCWCD*</u> Paul Canepa Mario Gardea* Alt. Robert Rickman
<u>City of Manteca</u> Gary Singh Charlie Halford, Vice-Chair Alt. Mike Morowit	<u>Executive Director</u> Darren Suen, PE	<u>City of Lathrop</u> Diane Lazard Steve Dresser Alt. Jennifer Torres-O'Callaghan
*San Joaquin County Flood Control and Water Conservation District		

BOARD MEETING

San Joaquin Council of Governments
Council Chambers
555 E Weber Ave, Stockton, CA
THURSDAY, JUNE 11, 2026, 2:00 P.M.

To participate in this meeting, Board Members must be in-person unless statutory exceptions exist.

ZOOM LINK Option:

<https://us06web.zoom.us/j/7757702577?pwd=xUcqaRZx8eEpJ6NqjdUuaEabuA6MSb.1&omn=86496294639>

Meeting ID: 775 770 2577

Passcode: 1T7Qnv

All callers will be muted by the moderator. Any member of the public on the teleconference may speak during Public Comment once unmuted or you may email public comments to admin@SJAFCA.org. Two minutes will be given to each member of the public. You may also submit your public comments in writing up to 24 hours in advance of the meeting.

1. CALL TO ORDER / ROLL CALL
2. PLEDGE TO FLAG
3. PUBLIC COMMENTS
4. CONSENT ITEM

4.1 Approve Minutes from May 14, 2026, Board Meeting

4.2 Resolution to Opt-in to Brown Act Provisions of SB 707

5. NEW BUSINESS

- 5.1 Resolution to Approve the Proposed Operating and Capital Budgets for Fiscal Year 2026/27 for the San Joaquin Area Flood Control Agency
- 5.2 Resolution to Authorize Executive Director to Amend Existing Master Services Agreement with Condor Earth Technologies, Inc.
- 5.3 Resolution to Authorize Executive Director to Amend the Existing Master Services Agreement with GEI Consultants, Inc. for Section 203 (WRDA 1986)) Services

6. BRIEFINGS

- 6.1 San Joaquin Area Flood Control Agency (SJAFCA) Strategic Plan Overview

7. PUBLIC HEARING

- 7.1A Public Hearing and Resolution to approve the Annual Engineer's Report and the Annual Technical Memorandum to authorize the levy of assessments within the Flood Protection and Restoration Project Assessment District (AD 96-1)
- 7.1B Public Hearing and Resolution to approve the Annual Engineer's Report and the Annual Technical Memorandum to authorize the levy of assessments within the Levee Construction and Maintenance Assessment (LCMA)
- 7.1C Public Hearing and Resolution to approve the Annual Engineer's Report and the Annual Technical Memorandum to authorize the levy of assessments within the Mossdale Tract Overlay Assessment District (Mossdale OAD)

8. EXECUTIVE DIRECTOR REPORT

9. COUNSEL REPORT

10. RECEIVE AND FILE

- 10.1 Report in Master Services Agreements (FY 25-26)

11. BOARD COMMENTS

12. CLOSED SESSION

- 12.1 Pending litigation pursuant to Government Code Section 54956.9(d)(4): One Case (Willdan)

13. 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 4.1

**MINUTES
SAN JOAQUIN AREA FLOOD CONTROL AGENCY
BOARD MEETING OF MAY 14, 2026**

STOCKTON, CALIFORNIA

1. CALL TO ORDER / ROLL CALL 2:00 PM

Present:	Absent:
Director Blower	Director Lazard (online)
Director Canepa	Director Singh
Director DeBrum	Director Villapudua
Director Dresser	
Director Gardea	
Director Halford	

2. PLEDGE TO FLAG 2:01 PM

3. PUBLIC COMMENTS 2:01 PM

None.

4. CONSENT ITEMS 2:02 PM

4.1) Approve Minutes from February 12, 2026, Board Meeting

4.2) Approve the final purchase and sale agreement between the San Joaquin Area Flood Control Agency (SJAFCOA) and the City of Stockton for the purchase of a portion of San Joaquin County Assessor Parcel Number 071-140-17 and the amended Resolution 26-04

4.3) Receive Informational Report on Requests for Proposals

Public Comments: None.

Motion: To approve Consent Item 4.1
Moved by: Director DeBrum, Seconded by Director Halford
Vote: Motion carried 6-0
Yes: Director Blower, Director Canepa, Director DeBrum, Director Dresser, Director Gardea, Director Halford
Absent: Director Lazard, Director Singh, Director Villapudua

Motion: To approve Consent Items 4.2, 4.3
Moved by: Director Halford, Seconded by Director DeBrum
Vote: Motion carried 6-0
Yes: Director Blower, Director Canepa, Director DeBrum, Director Dresser, Director Gardea, Director Halford
Absent: Director Lazard, Director Singh, Director Villapudua

5. NEW BUSINESS 2:03 PM

5.1) Authorization for Additional Use of the Detention Basin No. 2 Site

Public Comments: None.

Motion: Authorization for Additional Use of the Detention Basin No. 2 Site
Moved by: Director Gardea, Seconded by Director DeBrum
Vote: Motion carried 6-0
Yes: Director Blower, Director Canepa, Director DeBrum, Director Dresser, Director Gardea, Director Halford
Absent: Director Lazard, Director Singh, Director Villapudua

5.2) Certification of Final Combined Supplemental Environmental Assessment II / Supplemental Environmental Impact Report for the San Joaquin River Basin, Lower San Joaquin River California Project – Compensatory Mitigation Plan

Public Comments: None.

Motion: Certification of Final Combined Supplemental Environmental Assessment II / Supplemental Environmental Impact Report for the San Joaquin River Basin, Lower San Joaquin River California Project – Compensatory Mitigation Plan
Moved by: Director DeBrum, Seconded by Director Canepa
Vote: Motion carried 6-0
Yes: Director Blower, Director Canepa, Director DeBrum, Director Dresser, Director Gardea, Director Halford
Absent: Director Lazard, Director Singh, Director Villapudua

5.3) Appointing a New Paradise Cut Bypass Expansion and Multi-Benefit Project Advisory Committee (AC) Member

Public Comments: None.

Motion: Appointing a New Paradise Cut Bypass Expansion and Multi-Benefit Project Advisory Committee (AC) Member
Moved by: Director Dresser, Seconded by Director Halford
Vote: Motion carried 6-0
Yes: Director Blower, Director Canepa, Director DeBrum, Director Dresser, Director Gardea, Director Halford
Absent: Director Lazard, Director Singh, Director Villapudua

6. BRIEFINGS 2:27 PM

6.1) Paradise Cut Informational Briefing

Public Comments: None.

Background and project status update.

The next Paradise Cut Advisory Committee Meeting is scheduled for May 28, 2026 at 10:00AM.

7. EXECUTIVE DIRECTOR REPORT 2:47 PM

- a. Chair Blower, Director Halford, and Director DeBrum traveled to Washington D.C. to meet with delegation members' offices of Senator Padilla, Senator Schiff, Congressman Harder (personally), and Congressman Gray.
- b. The directors met with the U.S. Army Corps of Engineers (USACE) Headquarters - Planning Division and a Section 203 representative. Discussions focused on securing Workplan funding to keep Phase 1 advancing, navigating the Section 203 process, and resolving policy issues linked to the Ideker farm induced flooding. Chair Blower and Executive Director met with Lee Forsgren, Principal Deputy Assistant Secretary of the Army. Forsgren noted that San Joaquin County's initiatives align perfectly with the Administration's goals, specifically the use of Section 203 and developing mitigation sites for projects. The pending Section 221MOU agreement ensures that local investments will be credited toward Phase 2 once the project receives federal authorization.
- c. Senator Padilla's and Schiff's Congressionally Directed Spending List will be released soon. Projects on this list could receive funding. The Senators emphasized the importance of local community backing, and special thanks go to the Board Members and their respective agencies for demonstrating this crucial support.
- d. A Design Charrette for the 14-Mile Slough Phase B gate structure will take place at 10:00 AM at the Stribley Community Center. USACE personnel, design consultants, and the marina owner will collaborate to gather input for the new gate, which will feature a design similar to the Smith Canal Gate.

8. COUNSEL REPORT 2:50 PM

Reminder that there are bi-annual ethics training requirements, harassment prevention training and new bi-annual requirements for financial literacy training that need to be completed. A free training will be held on June 2 at Downey Brand office in Sacramento, with free lunch. If you have already completed this training, send copies of your certificates to the office.

9. BOARD COMMENTS 2:52 PM

Director Blower provided comments.

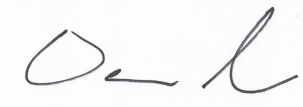
10. CLOSED SESSION 2:57 PM

None.

11. ADJOURNMENT 2:58 PM

The meeting adjourned at 2:58 pm. The next upcoming Board Meeting will be held June 11, 2026 at 2pm at the San Joaquin Council of Governments.

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.

A handwritten signature in black ink, appearing to read 'D. Suen', is positioned above a horizontal line.

DARREN SUEN
EXECUTIVE DIRECTOR
SAN JOAQUIN AREA FLOOD
CONTROL AGENCY

May 14, 2026 SJAFA Meeting Minutes

Agenda Item 4.2

TO: San Joaquin Area Flood Control Agency Board of Directors

FROM: Scott Shapiro, General Counsel

SUBJECT: **RESOLUTION TO OPT-IN TO BROWN ACT PROVISIONS OF SB 707**

RECOMMENDATION

It is recommended that the Board of Directors of the San Joaquin Area Flood Control Agency (SJAFCA) opt-in to the new Brown Act flexibility created by Senate Bill 707, Chapter 327.

DISCUSSION

The Ralph M. Brown Act was designed to make public agency meetings more open and transparent. The Act requires that meetings be noticed for the public, that with rare exceptions they be held in an open manner so that the public may attend, and that all Board members attend in person with a quorum of the agency sitting together in one place. Recent legislative changes, designed to recognize the public's ability to participate in virtual meetings, offer slightly more flexibility in how certain agencies hold those meetings. While the changes in Senate Bill 707 (2025) are extensive for certain agencies, the changes are more modest for joint powers agencies such as this agency.

The statute does that SJAFCA opt-in by adopting "a resolution that authorizes the eligible multijurisdictional body to use teleconferencing pursuant to this section at a regular meeting in open session." Thus, by adopting a resolution opting in to those changes, SJAFCA will have a little more flexibility in how it complies with the Brown Act going forward. Here is a summary of those changes:

- For all meetings of the Board Members, a quorum of Board Members must be in person at public meetings at one or more locations within the boundaries of the joint powers agency. Thus, as written SJAFCA could elect to hold its public meetings in multiple locations with some Board Members in each location. This could create additional flexibility by not requiring all Board Members to travel far to a single, common location; or by allowing the public to participate from multiple locations.
- Less than the quorum of Board Members can participate remotely if the agenda says who they are and if they use audio and video (this is different from the traditional requirement for remote participation where you need to include on the meeting notice the address of where the remote Board Member would be sitting and make that location available to the public).
- A remote location is NOT acceptable if it is within 20 miles, one way, of one of the public meetings.
- The ability for remote participation of Board Members can only be used a limited number of times a year (based on the frequency of meetings).
- Any Board Member who is separately compensated for sitting on the Joint Powers Agency Board is limited in their ability to participate in a remote meeting.

RESOLUTION TO OPT-IN TO BROWN ACT PROVISIONS OF SB 707

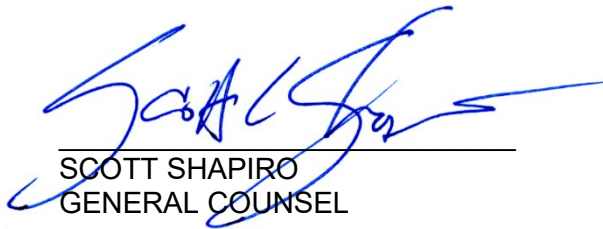
- These new provisions sunset on January 1, 2030 unless extended by the Legislature.

As a practical matter, this section is not a radical change to the Brown Act. A significant pro is that if you are remote you no longer have to post your address and make yourself host to the public at that remote location. But the con is you need to be at least 20 miles from a public meeting and you can only use it a limited number of times per year. Another pro is that the Board meeting could be held in multiple locations, although it is not clear how relevant that will be for SJAFA. By approving this item there is very little downside, but the approval may create an opportunity to use these new provisions in the event that special meeting arrangements are needed on a case-by-case basis.

These new provisions are in addition to the “good cause” exceptions for remote participation due to illness, childcare, and official travel, as allowed under Government Code section 54953.8.3. This provision was also extended to expire on January 1, 2030.

FISCAL IMPACT

No fiscal impact.



SCOTT SHAPIRO
GENERAL COUNSEL

RESOLUTION NO. SJAFCA 26-10

**SAN JOAQUIN AREA
FLOOD CONTROL AGENCY**

=====

**RESOLUTION APPROVING THE USE OF SPECIAL BROWN ACT
PROVISIONS PURSUANT TO GOVERNMENT CODE SECTION 54953.8.7**

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

1. To authorize the use of the teleconferencing provisions allowed under Government Code section 54953.8.7.
2. SJAFCA staff shall utilize the procedures allowed under Government Code section 54953.8.7 as appropriate to maximize involvement by the Board of Directors while still ensuring that the meetings of the agency will remain open and transparent.

PASSED, APPROVED, AND ADOPTED this 11th day of June 2026.

Michael Blower, Chair
of the San Joaquin Area
Flood Control Agency

ATTEST:

Darren Suen, 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

Agenda Item 5.1

June 11, 2026

TO: San Joaquin Area Flood Control Agency Board of Directors

FROM: Darren Suen, Executive Director
Sylvia Razniak, Director of Finance and Human Resources

SUBJECT: **RESOLUTION TO APPROVE THE PROPOSED OPERATING AND CAPITAL BUDGETS FOR FISCAL YEAR 2026/27 FOR THE SAN JOAQUIN AREA FLOOD CONTROL AGENCY**

RECOMMENDATION

It is recommended the Board of Directors of the San Joaquin Area Flood Control Agency (SJAFCA or the Agency) receive information and adopt a resolution approving the following proposed fiscal year (FY) 2026/27 budgets for SJAFCA for the following:

1. Agency Operations (Fund #55601)
2. Smith Canal Gate Project (Funds #55666)
3. Mossdale Tract Area Program (Funds #55679/55680/55681/55682)
4. Lower San Joaquin River Project (Phase 1) (Fund #55653)
5. Regional Flood Management Planning Program (Fund #55667)
6. Paradise Cut Project (Fund #55665)
7. Levee Construction & Maintenance Assessment District (Fund #55668)
8. Flood Protection Restoration District O&M Fund (Fund #55694)

DISCUSSION

Originally adopted in September 2019, the SJAFCA 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 proposed budget and work directly supports each priority action and in turn its overall mission to "Reduce and manage the region's flood risk." SJAFCA staff is presenting to the Board combined budgets supporting Agency Operations and the following five capital improvement programs (CIP's):

- Smith Canal Gate Project.
- Mossdale Tract Area Program;
- Lower San Joaquin River Project (LSJRP) Phase 1;
- Regional Flood Management Planning;
- Paradise Cut Project; and,

The Agency has three assessment districts that support programs. They are:

- The Flood Protection Restoration Project (FPRP) Assessment District 96-1 (AD 96-1);
- The Levee Construction & Maintenance Assessment (LCMA) District; and,
- The Mossdale Tract Overlay Assessment District (OAD).

AGENDA ITEM 5.1

RESOLUTION TO APPROVE THE PROPOSED OPERATING AND CAPITAL BUDGETS FOR FISCAL YEAR 2026/27 FOR THE SAN JOAQUIN AREA FLOOD CONTROL AGENCY

AD 96-1 supports an operations and maintenance program for the FPRP constructed in the 1990's by SJAFCA. The LCMA District provides funding for the LSJRP, the maintenance of levees within the San Joaquin County Flood Control and Water Conservation District Zone 9, and any other related improvements that support continued FEMA accreditation of flood protection facilities that protect North and Central Stockton. The OAD provides funding for improvements to levees protecting the Mossdale Tract Area and, once constructed, will help fund ongoing operations and maintenance activities.

The budgets for AD 96-1 and the LCMA District are provided as separate items within this budget report and presented for approval. The recommended CIP budget for FY 2026/27 for the Mossdale Tract Program is reflective of the Mossdale OAD.

Additional details regarding the budgets for each of the three assessment districts are included within a separate item (Item 6) on this Agenda for consideration by the Board as part of the respective public hearings and actions considering approval of the annual levy of assessments.

Each of the eight budgets for consideration by the Board at this time are addressed in a separate section within this report. A comprehensive view of the Agency's budget will be presented by staff and consultants during the meeting.

1. Agency Operations (Fund 55601)

On June 12, 2025, the Board adopted SJAFCA Resolution No. 25-05 approving the Agency's proposed budget for FY 2025/26 (**Exhibit A** & summarized in **Table 1**). Also, shown in **Exhibit A** is the updated final budget for the fiscal year.

As of approximately May 4, 2026, with an estimated 84 percent of the FY elapsed, the Agency has spent about 63% of the total operating budget (**Table 1**). Overall operating costs are 19 percent under the projected budget.

TABLE 1 – SUMMARY OF FISCAL YEAR 2024/25 BUDGET & ACTUALS (Fund 55601)

	FY 25/26 Budget	25/26 Expenses As of 05/04/25	
Employee Services	\$2,125,000	\$1,397,186	66%
Professional Services	\$582,500	\$281,067	48%
Materials & Supplies	\$342,500	\$208,794	61%
Other Expenses	\$130,000	\$131,470	101%
Approved Operating Budget:	\$3,180,000	\$2,018,517	63%

84% of FY lapsed

RESOLUTION TO APPROVE THE PROPOSED OPERATING AND CAPITAL BUDGETS FOR FISCAL YEAR 2026/27 FOR THE SAN JOAQUIN AREA FLOOD CONTROL AGENCY

The proposed FY 2026/27 budget is also reflected in **Exhibit A** and is summarized in **Table 2** below. **Exhibit A** represents the Agency's anticipated expenditures for general administration, operations, and support costs for existing capital improvement projects. The proposed FY 2026/27 expenditure budget has been updated to more accurately reflect operating costs given the Agency's office relocation at the beginning of FY 2024/25. The budget reflects how administrative support services are provided to the Agency.

TABLE 2 - FISCAL YEAR 2026/27 SJAFCA
PROPOSED OPERATING EXPENDITURE
BUDGET SUMMARY (Fund 55601)

	FY 26/27 Proposed Budget
Employee Services	\$2,035,000
Professional Services	\$447,000
Materials & Supplies	\$220,000
Other Expenses	\$268,000
Proposed Operating Budget:	\$2,970,000

Staffing

The FY 2026/27 Operating Budget reflects the current staffing of the Agency with no additional positions being added. Total staffing of the Agency is now 9.5 Full Time Equivalent Positions (FTE's) which represents a reduction of 1.5 FTE's relative to FY 2025/26 budget of 11 FTE's. One additional Project Manager position was not filled and the Agency's part time Real Estate Advisor retired during the FY. **Table 3** lists the positions authorized with the Board's approval of the proposed FY 2026/27 Operating Budget.

TABLE 3 - FISCAL YEAR 2026/27 SJAFCA
STAFFING SUMMARY

Position	FTE Count
Executive Director	1
Deputy Executive Director	1
Director of Finance & Human Resources	1
Advisor	0.5
Civil Engineer	1
Project Managers	2
Administrative Assistant	1
Accounting Technician	2
Total FTE's	9.5

AGENDA ITEM 5.1

RESOLUTION TO APPROVE THE PROPOSED OPERATING AND CAPITAL BUDGETS FOR FISCAL YEAR 2026/27 FOR THE SAN JOAQUIN AREA FLOOD CONTROL AGENCY

Funding for the Proposed FY 2026/27 Operating Budget

The Agency's Operating Budget is supported through the allocation of costs to the Agency's program / project related funds. Because SJAFCA's mission of "Reducing and managing the region's flood risk" is achieved through the advancement of programs and projects, SJAFCA works to recover its Operating Expenses by allocating costs to programs and projects. SJAFCA is implementing a new approach for allocating costs to projects in FY 2026/27. This new approach has been incorporated into the budget based on an estimate of the fully burdened staff-time to be directly allocated to programs and their associated funds.

As noted in the FY 2025/26 budget, SJAFCA worked to develop and prepare a grant compliant indirect cost allocation plan (ICAP) to support the Agency's development of an indirect cost burden rate to support streamlined and efficient overhead cost recovery from grant funded programs.

Based on the ICAP prepared by SJAFCA, the attached **Exhibit B** shows the estimated project related overhead cost allocations incorporated into the various program budgets.

The estimated project allocations from the Operating Budget to SJAFCA's program budgets, with reference to their primary funds, is summarized in **Table 4** below.

TABLE 4 – OPERATING FUND COST ALLOCATION ESTIMATE

Program / Project	Fund No.	Allocated Share of Operating Cost %	Budgeted Allocation
LSJRP	55653	30%	\$885,000
Paradise Cut	55666	8%	\$236,000
RFMP	55667	1%	\$29,500
Mossdale	55679	30%	\$885,000
O&M	55694	5%	\$147,500
Total Allocated		74%	\$2,183,000
Net Remaining General	55601	26%	\$767,000

Operating Fund Cost Allocations:

Lower San Joaquin River Phase 1 (Federal) Project (Fund 55653). As further discussed below, staff and consultants of the Agency are currently working with the USACE, DWR and CVFPB to advance the Lower San Joaquin River Project. This work includes advancing the first increment of construction, design of subsequent increments, and non-federal sponsor obligations, including land acquisition. With this effort, and consistent with the approach described above, staff estimates a budget of \$885,000 of General Overhead and Administration (GO&A) costs to the Lower San Joaquin River Project. This is based on the number of hours staff are expected to spend managing this program and the appropriate fully burdened cost rates for that staff. Funding for this would come from fund balances in Lower San Joaquin River

RESOLUTION TO APPROVE THE PROPOSED OPERATING AND CAPITAL BUDGETS FOR FISCAL YEAR 2026/27 FOR THE SAN JOAQUIN AREA FLOOD CONTROL AGENCY

Federal Project Fund, revenues from the LCMA District, and funding from agreements with the Department of Water Resources as a cost sharing partner with SJAFCA.

Paradise Cut (Fund 55665). SJAFCA executed a funding Agreement with DWR during FY 2023/24 to advance the Paradise Cut Feasibility Study. An amendment adding additional funding has been approved during FY 2025/26. Work under the agreement will continue through FY 2026/27. The allocation of GO&A expense to this fund for FY 2026/27 is approximately \$236,000 based on the number of hours staff are expected to spend managing this program and the appropriate fully burdened cost rates for that staff.

Regional Flood Management Plan (Fund 55667). To support the RFMP grant program, staff established Fund 55667 to track and account for costs subject to reimbursement by DWR. The program has been extended several times to add additional time and funding, and the latest phase extends through FY 2026/27. The budget request for FY 2026/27 includes an allocation of up to \$29,500 of GO&A expenses based on the number of hours staff are expected to spend managing this program and the appropriate fully burdened cost rates for that staff.

Mossdale Tract Fund (Fund 55679/55680/55681/55682). These funds were created as part of a Board-approved actions to address flood protection for the Mossdale Tract Area. The local sources of funding include previously funded loans from member agencies: City of Stockton, San Joaquin County, City of Lathrop, and City of Manteca, a Regional Development Impact Fee program, the Mossdale Tract Enhanced Infrastructure Financing District (EIFD), and the Mossdale Tract Overlay Assessment District (OAD). Additional funding is provided through an Urban Flood Risk Reduction (UFRR) program grant from DWR for a feasibility study, preliminary design and environmental review of the Project and early implementation actions. All of these revenues are used to pay for activities to advance the Mossdale Tract Program. As a multi-year capital program, unexpended prior year funding authorized by the Board under this program would roll forward to future fiscal years. The allocation approach discussed above and shown in **Exhibit B** allocates up to \$885,000 of GO&A expenses to the Mossdale Program based on the number of hours staff are expected to spend managing this program and the appropriate fully burdened cost rates for that staff.

Operations and Maintenance (O&M) Fund (Fund 55694). The O&M Fund accounts for money collected annually through the FPRP AD 96-1 O&M assessment. As noted previously, each year, the Board reviews the Annual Engineer's Report and establishes the O&M assessments. The O&M budget for FY 2026/27 is presented within this report and is consistent with the Budget presented within the Annual Engineer's Report supporting the Agency's annual authorization to levy assessments within AD 96-1 to be considered by the Board separately on this Agenda (Item 7.1A). The allocation approach discussed above and shown in **Exhibit B** allocates up to \$148,500 of GO&A expenses to the fund based on the number of hours staff are expected to spend managing this program and the appropriate fully burdened cost rates for that staff.

AGENDA ITEM 5.1

RESOLUTION TO APPROVE THE PROPOSED OPERATING AND CAPITAL BUDGETS FOR FISCAL YEAR 2026/27 FOR THE SAN JOAQUIN AREA FLOOD CONTROL AGENCY

Net remaining Operating Fund Balance:

SJAFCA Operating Fund (Fund 55601). The SJAFCA Operating Fund balances are made up of assets that were derived from the Flood Protection Restoration Project (FPRP) completed in 1998, the unexpended bond proceeds for that project, fees collected by both the City of Stockton and County of San Joaquin for the Agency's former equalization fee program, and reimbursement received from the U.S. Army Corps of Engineers (USACE) for the original flood control improvements as well as an allocation of annual funding from the LCMA District. The remaining costs in this fund represent the costs that have not been allocated to projects.

No Estimated Operating Cost Allocations:

Smith Canal Gate Project (Fund 55666). Because this program is winding down and the Project is substantially completed, no time is expected to be directly allocated to this project in FY 2026/27. Any time spent on the project would be accounted for and funded through the LSJRP (associated with obtaining Federal Credit for the completed work) or funded by LCMA revenues as part of Operations and Maintenance / Start Up work associated with the Project.

Operating Budget. The Agency's Operating Budget summarized above in **Table 1** and presented in **Exhibit A** for FY 2026/27 totals \$2,970,000. This represents an approximately 7% decrease in the budget as compared to FY 2025/26 and takes into consideration the decrease in budgeted staffing. Staff prepared the Operating Budget utilizing consistent categories as prior years. These categories of expenses are described further below:

- **Employee Services.** This category includes salary and benefits for the 9.5 FTE positions listed in **Table 3** above. One position is a City of Stockton position, and the balance are Agency positions. City of Stockton costs include an allocation of salary and benefits for administration and City payroll services. The total Staffing budget is \$2,035,000.
- **Professional Services.** These expenses include services such as legal counsel, federal and State advocacy efforts, technical consultants, and annual auditing services. The total Professional Services budget is \$447,000.
- **Materials and Supplies.** This category includes expenses for general office supplies, computer software, and maintenance of the Agency's scanner/copier equipment. This category also includes equipment rental, computer technology support, postage, mailing, duplicating services, file storage and vehicle costs, and office rent. The Materials and Supplies budget is \$220,000.
- **Other Expenses.** This category includes costs for travel, training and staff development, professional memberships, permits/certifications, website development and maintenance. This category also includes the Agency's insurance premiums and association memberships. During FY 2026/27, the Agency expects to expend efforts modernizing and streamlining its website and implementing policies to ensure

AGENDA ITEM 5.1

RESOLUTION TO APPROVE THE PROPOSED OPERATING AND CAPITAL BUDGETS FOR FISCAL YEAR 2026/27 FOR THE SAN JOAQUIN AREA FLOOD CONTROL AGENCY

compliance with Federal ADA Title II web and mobile accessibility rules. Pursuant to the relevant Federal rules, the deadline for compliance is April 2028. The Other Expenses budget is \$268,000.

The Operating Budget illustrated in **Exhibits A** and **B** (summarized in **Tables 2** and **4**) includes the full costs for the proposed positions and the allocations to the Projects and Programs supporting the Agency's mission.

Capital Improvement Program (CIP) Budget

As further described above, the Agency has five capital programs that support the Agency's flood risk reduction mission. The matrix below describes the current and planned sources of funding for those programs:

	Smith Canal	Mossdale Tract	Lower San Joaquin River Phase 1	Regional Planning	Paradise Cut
Funding Sources	- LCMA Assessments (including financing) - DWR Grant funding - Allocation of Agency Reserves	- Local Funding Agreements - DWR Grant funding - Mossdale Regional Levee Impact Fee - Climate Resiliency Grant - EIFD - Mossdale Tract Overlay Assessment (including financing)	- SJAFCA Fund Reserves - Local Funding Agreements - DWR Project Partner Agreement - Federal Reimbursement - LCMA Assessment Revenues	- RFMP Grant (DWR)	- DWR Grant - Local Funding

These programs and their associated Capital Budget augmentation requests are described further below.

1. Smith Canal Gate Project (Fund 55666)

As noted in the matrix above, funding for the Smith Canal Gate Project has included grant revenues from the DWR, an allocation of agency reserves, assessments and bond proceeds from the former Smith Canal Area Assessment District (SCAAD). SCAAD assessment levies began in FY 2014/15 and ceased with the passage of the LCMA District in 2023. The Agency issued new Bonds and redeemed outstanding SCAAD bonds effectively replacing the SCAAD with the LCMA District. The last year SJAFCA levied SCAAD Assessments was FY 2022/23. The first year the Agency levied LCMA Assessments was FY 2023/24.

The total expenditure budget for the Smith Canal Gate Project remains \$96.968 Million. No additional augmentation is requested. Construction of the Project is substantially complete

AGENDA ITEM 5.1

RESOLUTION TO APPROVE THE PROPOSED OPERATING AND CAPITAL BUDGETS FOR FISCAL YEAR 2026/27 FOR THE SAN JOAQUIN AREA FLOOD CONTROL AGENCY

and Project closeout activities, including the process of starting up Operations and Maintenance, will extend into Fiscal Year 2026/27. **Table 5** below summarizes the authorized CIP budget, actual costs through approximately May 8, 2026, and proposed adjustments between budget categories to reflect actual costs incurred and projected close-out related expenses. The budget categories align expenditures with the appropriate categories of cost within the DWR grant agreement.

TABLE 5 – SMITH CANAL GATE CIP BUDGET SUMMARY (Fund 55666)

FY 2026/27 SMITH CANAL GATE Program CIP Budget	Approved Budget FY 26/27	Estimated Expenses 5/8/2026	Budget Balance 5/8/2026	Proposed Budget Realignment	Proposed Budget FY 26/27
EXPENDITURES					
Design Phase	\$6,672,358	\$6,672,358	\$0	\$0	\$6,672,358
Supplemental Engineering	\$2,481,283	\$2,412,436	\$68,847	\$0	\$2,481,283
Independent Review	\$283,381	\$199,838	\$83,543	\$0	\$283,381
Project Management	\$4,708,963	\$4,795,703	(\$86,740)	\$0	\$4,708,963
Construction	\$61,781,625	\$62,244,954	(\$463,329)	\$0	\$61,781,625
Construction Management	\$17,289,757	\$16,823,099	\$466,658	\$0	\$17,289,757
Real Estate Contingency	\$440,545	\$321,277	\$119,268	\$0	\$440,545
Real Estate Acquisition	\$450,000	\$450,000	\$0	\$0	\$450,000
Public Outreach	\$118,710	\$59,553	\$59,157	\$0	\$118,710
Environmental Mitigation	\$2,724,726	\$2,724,726	\$0	\$0	\$2,724,726
Recreational Enhancements	\$17,500	\$17,500	\$0	\$0	\$17,500
TOTAL EXPENDITURES	\$96,968,849	\$96,721,444	\$247,404	\$0	\$96,968,849

The sources of funding for the Smith Canal Gate Project are summarized in **Table 6** below. All of these sources are secured, in place and available to fund the Smith Canal Gate Project.

RESOLUTION TO APPROVE THE PROPOSED OPERATING AND CAPITAL BUDGETS FOR FISCAL YEAR 2026/27 FOR THE SAN JOAQUIN AREA FLOOD CONTROL AGENCY

TABLE 6 – SMITH CANAL GATE SUMMARY OF FUNDING SOURCES

FY 2026/27 SMITH CANAL GATE Program CIP Revenues	Amount	Date / Note
State Funding (secured)		
Design Phase (Prop 1E)	\$2,412,500	September-12
Construction Phase (Prop 1E)	\$22,309,666	October-17
Amendment 1 (Prop 1E)	\$13,562,092	October-19
Amendment 3 (General Fund)	\$2,000,000	May-22
Amendment 4 (Legislative)	\$18,000,000	November-22
Total State Funding	\$58,284,258	
Local Funding (secured)		
SCAAD Revenues	\$14,793,130	Reflects 9 years of assessments
Net Financing (Proceeds less Debt Service)	\$18,380,871	2020 Bond proceeds less debt service paid
SJAFCFA Allocation of Reserves	\$5,000,000	Allocation of Agency reserves (June 2021)
Allocation of LCMA Revenues	\$860,000	Allocated FY 2023/24
Total Local Funding	\$39,034,002	
Total Funding	\$97,318,260	

[1] Represents approved allocation of 2023/24 revenues from LCMA District for the Smith Canal Project based on amount of revenues that would have otherwise been available if the SCAAD had remained in place through 2023/24.

The recommended Board Action includes approval of expenditures for the Smith Canal Project and the activities needed to continue closeout of the construction phase and transition the completed project to long-term Operations and Maintenance. During FY 2026/27, SJAFCFA will continue efforts to close-out the Project's funding agreement with DWR and work with the County on the O&M transition. Funding for O&M will come from the LCMA District. Budget for O&M is reflected as part of the LCMA District budget presented within this report as well as the related action (Item 7.1B) authorizing the levy of LCMA District assessments.

2. Mossdale Tract Program (Funds 55769/55680/55681/55682)

To date, the Mossdale Tract Program has been supported by the following funding sources:

- Advanced funding from Member Agencies;
- The Mossdale Tract Area Regional Development Impact Fee;
- The Mossdale Tract Overlay Assessment District;
- The Mossdale Tract Enhanced Infrastructure Financing District;
- A grant from DWR under its Urban Flood Risk Reduction Program to advance a feasibility study, preliminary design, environmental review and implementation; and,

AGENDA ITEM 5.1

RESOLUTION TO APPROVE THE PROPOSED OPERATING AND CAPITAL BUDGETS FOR FISCAL YEAR 2026/27 FOR THE SAN JOAQUIN AREA FLOOD CONTROL AGENCY

- A grant from the Bay Area Council to support Climate Resiliency.

On June 12, 2025, the Board approved the last augmentation to the Mossdale Tract Program budget through FY 2025/26. The following discussion describes the work covered in the proposed augmentation to cover activities through FY 2026/27 and the status of current efforts.

At its February 12, 2026, Board meeting, the Board of Directors authorized the Executive Director to take appropriate actions and advance a locally led Lathrop & Manteca Feasibility Study under Section 203. These actions include termination of the existing Feasibility Cost Share Agreement (FCSA) and Local Feasibility Cost Share Agreement (LFCSA) with the USACE, and State, respectively. As part of this action, SJAFCA has coordinated with the State to advance a modification to its current Urban Flood Risk Reduction program grant to incorporate State costing in the Section 203 Feasibility Study endeavor.

The budget augmentation presented herein provides support for the transition of the Feasibility Study to a locally prepared Study and to continue working towards a favorable determination of federal interest along with the pursuit of additional federal and State funding.

As such, the budget augmentation presented reflects the future execution of the 7th Amendment to the State UFRR Funding Agreement which adjusts and allocates a portion of the previously approved additional \$75,000,000 of State Funding to support State cost sharing in the 203 Study. The budget augmentation also provides funding to continue to advance early implementation of flood risk reduction improvements and ecosystem restoration components ahead of future Federal authorization. Implementation efforts include continued design and permitting of the Dryland Levee and restoration sites, as well as acquisition of necessary rights of way.

The recommended budget augmentation for FY 2026/27 summarized in **Table 7** below for the proposed Mossdale Tract Fund addresses the following categories of costs:

UFRR Feasibility Study (Phase 1)

- Reflects prior completed work. No further work is expected under this category.

Program Management

- Consultant Support (reflective of Project Support that is not directly related to Project Implementation)
- Legal Support
- Strategic Planning and Implementation
- Legislative Advocacy
- Public Outreach (reflective of Outreach that is not directly related to Project Implementation)

Local Funding Implementation / Administration

- Administration of the Regional Development Impact Fee, EIFD & Overlay

AGENDA ITEM 5.1

RESOLUTION TO APPROVE THE PROPOSED OPERATING AND CAPITAL BUDGETS FOR FISCAL YEAR 2026/27 FOR THE SAN JOAQUIN AREA FLOOD CONTROL AGENCY

- Assessment District including updates to these funding programs.
- ULOP Adequate Progress Reporting and Financing Plan updates / implementation
- Budget support and administrative support services

Project Implementation

State / Local – UFRR Project – CEQA / Preliminary Design

- DWR Feasibility Study Grant administration
- Preliminary Design, Environmental Review (CEQA), Project Management, ROW Planning and Support, and Public Outreach (partially cost shared with DWR under the UFRR Grant)
- Manteca Dryland Levee extension design and permitting
- Mitigation / Restoration Site development for implementation

UFRR Phase 3 – Project Construction

- Directly allocated Staff Program Management Support including Overhead burden (Note –Staff support is now being tracked under the Project Implementation to maximize cost recovery).
- Project Management, USACE coordination and crediting, Stakeholder Outreach, Independent Review
- Right of Way Planning, Acquisitions and Relocations
- Final Design plans and specifications,
- Permits & Approvals
- Dryland Levee Construction Management and Construction
- Ecosystem restoration improvement planning, permitting, design, right of way planning and acquisition

Federal / State / Local – Lathrop Manteca Study

- *This effort has been cancelled, and the budget has been reduced to reflect the actual costs expected to be incurred through cancellation. Study efforts are now being advanced as described in the next section)*
- Federal Program consultation and Feasibility Study coordination, design team support and Public Outreach
- Direct Cost Share Payments to USACE

Local / State Study – Section 203 Lathrop Manteca Study (new item)

- Remaining closeout of terminated USACE led Study
- Locally led development and preparation of a federally compliant feasibility study and associated supporting tasks. Work will be cost shared with the State.

Climate Resiliency Grant

- *Reflects prior completed work. No further work is expected under this category.*

AGENDA ITEM 5.1

RESOLUTION TO APPROVE THE PROPOSED OPERATING AND CAPITAL BUDGETS FOR FISCAL YEAR 2026/27 FOR THE SAN JOAQUIN AREA FLOOD CONTROL AGENCY

In summary, the budgeted costs for the Mossdale Tract fund are summarized in **Table 7** as follows:

TABLE 7 – MOSSDALE TRACT FY 2025/26 CIP BUDGET SUMMARY
(Funds 55679/55680/55681/55682)

FY 2026/27 Mossdale Tract Program CIP Budget Expenditures	Approved Budget 2025/26	Estimated Expenses 5/8/2026	Budget Balance 5/8/2026	Proposed Budget Augmentation	Proposed Budget 2026/27
UFRR Feasibility Study (Phase 1)	\$358,759	\$329,269	\$29,490	\$0	\$358,759
Program Management	\$7,090,630	\$5,156,785	\$1,933,845	(\$1,159,798)	\$5,930,832
Local Funding Implementation / Administration	\$2,415,649	\$2,071,330	\$344,319	\$450,000	\$2,865,649
Project Implementation (State/Local UFRR Project - CEQA/Prelim Design)	\$8,472,545	\$6,278,725	\$2,193,820	(\$347,776)	\$8,124,769
Project Implementation (State/Local UFRR Project - Construction)	\$11,850,000	\$4,311,159	\$7,538,841	\$13,838,500	\$25,688,500
Project Implementation (Fed/State/Local – Lathrop Manteca Project)	\$3,768,548	\$2,785,560	\$982,988	(\$730,945)	\$3,037,603
Project Implementation (State/Local UFRR Project – Section 203 Study)	\$0	\$0	\$0	\$5,000,000	\$5,000,000
Climate Resiliency	\$300,000	\$230,620	\$69,380	\$0	\$300,000
TOTAL EXPENDITURES	\$34,256,131	\$21,163,449	\$13,092,682	\$17,049,981	\$51,306,112

The above budget represents the total cumulative Capital Improvement Program (CIP) budget for the Mossdale Tract Program through FY 2026/27. Further, as is the case with all CIP budgets, if the above budget is not expended through FY 2026/27, any remaining budget rolls over to the next fiscal year.

The requested budget augmentation of \$17.1 million focuses on the following additional efforts; an update to the Regional Development Impact Fee Program to reflect revised Project Cost estimates and the finalized Dryland Levee alignment, finalizing the CEQA Environmental Impact Report for the project, continued design of the Dryland Levee Extension, advancing project permitting, planning for and necessary real estate acquisition for borrow, mitigation and restoration, and advancing the project toward construction. Further the budget also now reflects the revised delivery approach for the Lathrop Manteca Federal Feasibility Study

AGENDA ITEM 5.1

RESOLUTION TO APPROVE THE PROPOSED OPERATING AND CAPITAL BUDGETS FOR FISCAL YEAR 2026/27 FOR THE SAN JOAQUIN AREA FLOOD CONTROL AGENCY

needed to maintain Adequate Progress.

The revenues supporting the expenditure budget come from multiple sources. These include:

- The UFRR funding agreement with DWR;
- SJAFCA's funding agreements with its members structured in the form of loans. This funding was received in FY 2017/18 and is available to fund all project efforts. The loans will be repaid once all local funding mechanisms are in place and able to provide sufficient cash flow to cover future project expenses.
- Development Impact Fee revenues collected and transmitted to SJAFCA pursuant to a collection agreement with each member land use agency.
- Transfer of EIFD Revenues from the Mossdale Tract EIFD Public Financing Authority pursuant to a Memorandum of Understanding between SJAFCA and the PFA.
- Revenues from the Mossdale Tract Overlay Assessment District (reference Item 7.1C on this Agenda).
- Grant funding from the Bay Area Council's Climate Resilience Challenge.

A summary of the estimated revenues covering the budgeted expenses detailed are shown in **Table 8** below.

TABLE 8 – MOSSDALE TRACT FY 2026/27 CIP REVENUES

FY 2026/27 Mossdale Tract Program CIP Budget Revenues	Approved Budget 2025/26	Estimated Revenues 5/8/2026	Budget Balance 5/8/2026	Proposed Budget Augmentation	Proposed Budget 2026/27
DWR UFRR Funding	\$8,295,000	\$3,949,502	(\$4,345,498)	\$9,686,950	\$17,981,950
Levee Impact Fees	\$18,402,105	\$18,402,105	\$0	\$1,035,102	\$19,437,207
Member Agency Seed Funding	\$310,000	\$310,000	\$0	\$0	\$310,000
Climate Resiliency Grant Funding	\$300,000	\$300,000	\$0	\$0	\$300,000
Mossdale EIFD PFA Funding	\$7,000,000	\$7,418,482	\$418,482	\$418,482	\$7,418,482
Fund Interest Earned	\$936,451	\$2,954,612	\$2,018,161	\$2,018,161	\$2,954,612
Mossdale Overlay Assessment District	\$4,502,156	\$3,593,874	(\$908,282)	\$2,412,425	\$6,914,581
TOTAL REVENUES	\$39,745,712	\$36,928,576	(\$2,817,136)	\$15,571,121	\$55,316,833

The recommended Board Action includes approval of additional funding for the activities needed to continue to advance the Mossdale Tract Program. The budget is fully funded.

AGENDA ITEM 5.1

RESOLUTION TO APPROVE THE PROPOSED OPERATING AND CAPITAL BUDGETS FOR FISCAL YEAR 2026/27 FOR THE SAN JOAQUIN AREA FLOOD CONTROL AGENCY**3. Lower San Joaquin River Project (Fund 55653)**

The overall estimated cost for the Lower San Joaquin River Project (LSJRP) is approximately \$1.954 billion (USACE Total Project Cost Estimate Update 2024). This project is expected to be implemented in several increments over more than a decade. The first increment of the LSJRP, TS_30_L, is now under construction. Design on the next increment, Shima Tract Phase A continues and has reached 90% completion, several other increments of the program have started design including five design packages for Duck Creek/French Camp Slough, and designs for the 14-mi slough gate structure is approaching 30% completion.

To generate funding for the Local Share of the LSJRP, SJAFCA partnered with the San Joaquin County Flood Control and Water Conservation District to advance the formation of the LCMA District which was successfully formed in June 2023. At the same time the Board approved the formation of the LCMA District, the Board authorized the sale of Assessment Revenue bonds to not only redeem the outstanding SCAAD Assessment Revenues bonds but also generate proceeds of \$5.0 million to advance the LSJRP. The bond sale was completed on August 2, 2023.

Since Federal Fiscal Year 2020, USACE has appropriated \$148M toward the design and construction of the Lower San Joaquin River Project. SJAFCA's cost share obligation for the project is 10.5%, which can come in the form of credit for in-kind work (WIK), credit for land, easements, rights-of-way, relocations and disposal areas (LERRDs), and cash. SJAFCA's approach to funding its cost share obligation and minimizing cash outlays includes:

- WIK credit for the completion of the Smith Canal Gate Project;
- Participation in the inter-basin transfer of WIK credit between the Sutter Basin Project and the Lower San Joaquin River with the State and Sutter Butte Flood Control Agency (SBFCA);
- Acquiring LERRD's based on project increment design/construction timeline; and,
- Making cash payments to the USACE in partnership with the State.

The FY 2026/27 budget continues to support land acquisition requirements, project management and consultation services and cash contributions which may be requested by USACE. The FY 2026/27 budget augmentation of \$5.9 million to the previously approved fiscal year 2025/26 budget of \$21.0 million brings the total authorization for the LSJRP up to \$26.9 million.

Funding for the budgeted expenditures comes from several sources.

- Remaining fund balances from the previous federal reimbursement.
- Grant funding from the State of California DWR as the result of an amendment to the Smith Canal Gate Project UFRR Funding Agreement in the amount of \$2,501,182 specifically for the purpose of supporting advancing of the LSJRP.
- A cash advance from the State of California in the amount of \$900,000 under the Local Project Partnership Agreement for the LSJRP.
- Revenues from the LCMA District as well as proceeds from the sale Assessment Revenue Bonds secured by the assessments.

AGENDA ITEM 5.1

RESOLUTION TO APPROVE THE PROPOSED OPERATING AND CAPITAL BUDGETS FOR FISCAL YEAR 2026/27 FOR THE SAN JOAQUIN AREA FLOOD CONTROL AGENCY

The budget summarized in **Table 9** below reflects an approach of budgeting the LSJRP by USACE's planned phases of implementation. Tracking costs in this manner will streamline SJAFCA's submission of WIK and LERRDs crediting packages to the USACE.

TABLE 9 – LOWER SAN JOAQUIN RIVER PROJECT
FY 2026/27 CIP BUDGET SUMMARY (Fund 55653)

FY 2026/27 Lower San Joaquin River Project (Phase 1) Program CIP Budget	Approved Budget 2025/26	Estimated Expenses 5/8/2026	Budget Balance 5/8/2026	Proposed Budget Augmentation	Proposed Budget 2026/27
Overall Program Management	\$14,473,771	\$10,832,959	\$3,640,812	\$3,589,306	\$18,063,077
TS 30L	\$2,999,000	\$2,618,036	\$380,964	(\$295,893)	\$2,703,107
Shima Tract Levee (Phase A)	\$2,273,000	\$584,270	\$1,688,730	\$1,928,011	\$4,201,011
Calaveras River - Left Bank (Phase D)	\$60,652	\$40,120	\$20,532	\$4,468	\$65,120
14 Mile Slough Levee (Phase B-1)	\$386,797	\$383,539	\$3,258	\$34,467	\$421,264
14 Mile Slough PS Mitigation Site	\$0	\$17,239	(\$17,239)	\$17,239	\$17,239
14 Mile Slough Gate Structure (Phase B-2)	\$0	\$0	\$0	\$100,000	\$100,000
Duck Creek & French Camp Slough (All Phase E)	\$801,000	\$343,320	\$457,680	\$360,472	\$1,161,472
Calaveras River - Right (Phase C-2)	\$0	\$0	\$0	\$60,000	\$60,000
TOTAL EXPENDITURES	\$20,994,220	\$14,819,483	\$6,174,737	\$5,798,070	\$26,792,290

Table 10 details the funding sources available for the above expenditure budget. With the increase in spending, additional funding from the LCMA District is proposed to be allocated to the Project to meet the expenditure requirements.

RESOLUTION TO APPROVE THE PROPOSED OPERATING AND CAPITAL BUDGETS FOR FISCAL YEAR 2026/27 FOR THE SAN JOAQUIN AREA FLOOD CONTROL AGENCY

**TABLE 10 – LOWER SAN JOAQUIN RIVER PROJECT
PROGRAM FUNDING SOURCES**

FY 2026/27 Proposed Lower San Joaquin Project (LSJRP) Funding Sources	
	Amounts Secured
Prior Allocation of SJAFCA Reserves (2021/22)	\$3,140,000
Smith Canal Gate UFRF Grant Amendment (State Share Amount)	2,501,182
Local Project Partnership Agreement with State of California (LPPA) Cash Advance from DWR	900,000
Levee Construction and Maintenance Assessment Bond Proceeds	5,000,000
FY 2024/25 Allocation of Levee Construction and Maintenance Assessment Revenues	6,500,000
FY 2025/26 Allocation of Levee Construction and Maintenance Assessment Revenues	3,000,000
FY 2025/26 Local Project Partnership Agreement with State of California (LPPA) Cash Advance from DWR	100,000
FY 2026/27 Allocation of Levee Construction and Maintenance Assessment Revenues	5,750,000
Total LSJRP CIP Funding:	\$26,891,182

4. Regional Flood Management Planning (Fund 55667)

Money received for the first two Phases of Regional Flood Management Planning (RFMP) was used to reimburse the Agency for its efforts to provide critical information about local flood management needs and priorities as part of the 2017 Central Valley Flood Protection Plan (CVFPP) update. As an extension of RFMP efforts, in 2020/21 DWR advanced a third phase of regional planning to support the 2022 CVFPP update. Staff worked with the State to put this grant in place and support the Agency's projects. Staff finalized a scope of work and budget with DWR for the Phase 3 RFMP Grant and the grant was approved for \$850,000 for approximately 3-Years of work. In 2023, SJAFCA executed a grant agreement for an additional \$260,000 for a "2023 round" of RFMP funding (i.e., a 4th phase). During FY 2023/24, the State identified an additional funding source for a future 5th phase with an estimated amount of funding of approximately \$315,000 bringing the cumulative authorizations approved by the Board to \$1,425,000. During FY 2024/25, SJAFCA and DWR

RESOLUTION TO APPROVE THE PROPOSED OPERATING AND CAPITAL BUDGETS FOR FISCAL YEAR 2026/27 FOR THE SAN JOAQUIN AREA FLOOD CONTROL AGENCY

ultimately approved the 5th Phase of RFMP funding at \$356,667. The current budget reflects this last round of funding.

Table 11 below presents the current approved budget, the estimated expenses incurred through May 8, 2026. The proposed budget adjustments align spending to budgeted tasks within the grant. In addition, all Work In Kind and allocated overhead expenses that are incurred by SJAFCA that are not eligible for reimbursement by DWR have been tracked and have now been separated from the grant funded portion of the budget. These costs are necessary costs to ensure and support coordination with DWR and SJAFCA's review of the Central Valley Flood Protection Plan update. These additional WIK and allocated overhead costs are funded as part of the General & Overhead Administration budget for the Agency but tracked as they are assigned to the RFMP program.

TABLE 11 – RFMP FY 2026/27 CIP BUDGET SUMMARY (Fund 55667)

FY 2025/26 RFMP Program CIP Budget	Approved Budget FY 25/26	Estimated Expenses 5/8/2026	Budget Balance 5/8/2026	Proposed Budget Adjustments	Proposed Budget FY 26/27
RFMP - 1 - PROGRAM MANAGEMENT	\$798,572	\$734,633	\$63,939	(\$18,353)	\$780,219
RFMP - 2 - COMMUNICATION & ENGAGEMENT	\$92,779	\$103,813	(\$11,034)	\$11,034	\$103,813
RFMP - 3 – CVFPP UPDATES	\$106,890	\$84,199	\$22,691	(\$22,691)	\$84,199
RFMP - 4 - FINAN. PLANG. & FUNDING SUPPORT	\$67,636	\$74,405	(\$6,769)	\$6,769	\$74,405
RFMP - 5 - REGIONAL GOVERNANCE	\$16,502	\$16,634	(\$132)	\$132	\$16,634
RFMP - 6 - MULTI BENEFIT OPP. & PARF TRAC	\$102,577	\$96,593	\$5,984	(\$5,984)	\$96,593
RFMP - 7 - REGIONAL CLIMATE RESILIENCE	\$67,283	\$107,041	(\$39,758)	\$39,758	\$107,041
RFMP - 8 - INSTITUTIONAL BARRIERS	\$175,537	\$175,537	\$0	\$0	\$175,537
RFMP - 9 - NFIP RELATED ACTIVITIES	\$2,667	\$2,667	\$0	\$0	\$2,667
RFMP - 10 - REGION SPECIFIC ACTIVITIES	\$36,224	\$25,560	\$10,664	(\$10,664)	\$25,560
TOTAL RFMP GRANT FUNDED EXPENSES	\$1,466,667	\$1,421,081	\$45,586	\$0	\$1,466,667
ADDITIONAL WIK / ALLOCATED EXPENSES	\$0	\$51,445	(\$51,445)	\$84,700	\$84,700
TOTAL RFMP PROGRAM	\$1,466,667	\$1,472,526	(\$5,859)	\$84,700	\$1,551,367

5. Paradise Cut Program (Fund 55665)

In December 2021, the Board directed and authorized staff to enter into a funding agreement with the DWR to fund the combined Paradise Cut Bypass Expansion and Multi-Benefit Project

AGENDA ITEM 5.1

RESOLUTION TO APPROVE THE PROPOSED OPERATING AND CAPITAL BUDGETS FOR FISCAL YEAR 2026/27 FOR THE SAN JOAQUIN AREA FLOOD CONTROL AGENCY

(Paradise Cut). The work is funded by Proposition 68 under DWR's System Wide Flood Risk Reduction (SWFRR) program. The goal of the grant is to advance Phase 3 of the Paradise Cut Project. The scope of work entails establishment of a Technical Review Panel, Outreach and Engagement, the preparation of a Feasibility Study and the preparation of Preliminary Engineering and Landscapes Designs to facilitate the development of an engineer's cost estimate (10%) for the preferred alternative.

In December 2021, it was reported that the term of the grant was expected to run from June 2022 through June 2024, however, execution of the Grant was delayed. The Board approved an updated agreement and delegated authority for the Grant's execution in April 2023. In April 2024 the Board authorized the execution of Master Services Agreements with various consultants obligating the full budget for the Program. In FY 2024/25, the program began advancing in earnest. During the course of delivering the study, additional scope of work was identified and requested by DWR and additional funding has been allocated through amendments to the DWR funding agreement. The DWR Grant budget, currently in the process of being amended, will total \$5,104,400. In addition, the South Delta Water Agency and Central Delta Water Agency have provided \$40,000 to support the project. The total available funding is now \$5,144,000.

The proposed budget adjustments align spending to budgeted tasks within the grant. In addition, all Work In Kind (WIK) and allocated overhead expenses that are incurred by SJAFA that are not eligible for reimbursement by DWR have been tracked and have now been separated from the grant funded portion of the budget. These costs are necessary costs to support coordination with DWR and the Paradise Cut Stakeholders. These additional WIK and allocated overhead costs are funded as part of the General & Overhead Administration budget for the Agency but tracked as they are assigned to the Paradise Cut program.

To align the authorized budget to the available funding, an augmentation to the Board approved budget is needed. **Table 12** below presents the approved CIP budget, an estimate of expenses incurred through May 8, 2026 and the proposed augmentation through FY 2026/27. The Agency's allocable portion of overhead is included within the WIK budget.

RESOLUTION TO APPROVE THE PROPOSED OPERATING AND CAPITAL BUDGETS FOR FISCAL YEAR 2026/27 FOR THE SAN JOAQUIN AREA FLOOD CONTROL AGENCY

TABLE 12 – PARADISE CUT FY 2026/27 CIP BUDGET SUMMARY (Fund 55665)

FY 2026/27 Paradise Cut Program CIP Budget	Approved Budget FY 2025/26	Estimated Expenses 5/8/2026	Budget Balance 5/15/2025	Proposed Budget Augmentation	Proposed Budget FY 2026/27
Task 1 - Project Management and Administration	\$1,198,935	\$1,048,160	\$150,775	\$190,400	\$1,389,335
Task 2 - Technical Review Panel	\$175,000	\$97,887	\$77,114	\$0	\$175,000
Task 3 - Strategic Outreach and Local Engagement	\$244,810	\$244,639	\$171	\$150,000	\$394,810
Task 4 - Feasibility Study	\$1,795,170	\$188,505	\$1,606,665	\$319,000	\$2,114,170
Task 5 - Preliminary Engineering and Landscape Designs	\$481,085	\$15,713	\$465,373	\$0	\$481,085
Task 6 - Governance	\$75,000	\$0	\$75,000	\$0	\$75,000
Task 7 - Scoping Phase 4	\$45,000	\$0	\$45,000	\$0	\$45,000
Task 8 – Economic Analysis	\$0	\$0	\$0	\$430,000	\$430,000
Total Grant Funded Budget	\$4,015,000	\$1,594,903	\$2,420,097	\$1,089,400	\$5,104,400
Additional WIK / Allocated Overhead Expenses	\$0	\$374,105	(\$374,105)	\$611,705	\$611,705
Total Program Budget	\$4,015,000	\$1,969,008	\$2,045,992	\$1,701,105	\$5,716,105

6. Levee Construction & Maintenance Assessment District (Fund 55668)

On June 15, 2023, after a successful Proposition 218 Property Owner protest ballot proceeding, the SJAFCA Board approved the formation of the LCMA District. **Table 13** presents a comparison of the projected actual expenditures relative to the approved budget for Fiscal Year 2025/26 as well as estimate of the budget for Fiscal Year 2026/27. The Budgeted Assessment Revenues for Fiscal Year 2026/27 reflect 1.75% escalation rate¹ which is the maximum allowable annual assessment escalation rate authorized within the approved Engineer's Report. The approval of this budget would be consistent with the

¹ The authorized escalation rate is based on change in the February to February CPI-W Index for All Items in San Francisco-Oakland-Hayward geography, not seasonally adjusted (base year 1982-84=100)

RESOLUTION TO APPROVE THE PROPOSED OPERATING AND CAPITAL BUDGETS FOR FISCAL YEAR 2026/27 FOR THE SAN JOAQUIN AREA FLOOD CONTROL AGENCY

requested authorization to levy assessments the maximum annual authorized rate for FY 2026/27 presented as a separate item on this agenda (Item 7.1B).

The LCMA Assessment Revenues are authorized to provide funding Levee Improvement and Maintenance services. Funding from assessment for Fiscal Year 2026/27 will be utilized for the following:

- To provide funding directly to SJAFCA and Zone 9 of the San Joaquin Flood Control and Water Conservation District to support Levee Operations and Maintenance and Flood Control Improvements within the Zone 9;
- To provide funding to SJAFCA to continue interim Operations and Maintenance of the Smith Canal Gate until San Joaquin County Public Works assumes full O&M responsibilities for the Gate;
- To provide funding to SJAFCA to support the local sponsor obligations of the LJSRP;
- To pay debt service on Bonds Issued by SJAFCA secured by LCMA Assessment Revenues; and,
- To fund the administrative costs of the Assessment District.

Additional details regarding the budget for the operations and maintenance of the Smith Canal Gate shown within the FY 2026/27 LCMA Budget are shown in **Table 14**.

RESOLUTION TO APPROVE THE PROPOSED OPERATING AND CAPITAL BUDGETS FOR FISCAL YEAR 2026/27 FOR THE SAN JOAQUIN AREA FLOOD CONTROL AGENCY

**TABLE 13 – LEVEE CONSTRUCTION & MAINTENANCE ASSESSMENT DISTRICT
FY 2025/26 BUDGET TO ACTUAL COMPARISON & FY 2026/27 BUDGET (Fund 55668)**

FY 2026/27 LCMA District Program Budget	Approved Budget FY 2025/26	Estimated Actuals 5/8/2026	Proposed Budget FY 2026/27
REVENUES			
Direct Assessments	\$7,971,000	\$4,442,266	\$8,075,813
Interest	\$0	\$175,004	\$0
Total Revenues	\$7,971,000	\$4,617,270	\$8,075,813
EXPENDITURES			
Assessment Administration	\$170,000	\$128,657	\$170,000
O&M Services			
O&M Services - Direct Transfer to Zone 9	\$889,000	\$361,353	\$911,000
O&M Services - SJAFCA Support for Zone 9	\$509,800	\$0	\$487,800
Subtotal O&M Services	\$1,398,800	\$361,353	\$1,398,800
Levee Construction Services			
Smith Canal Gate [1]	\$661,700	\$324,671	\$661,700
Lower San Joaquin River Project Allocation	\$3,000,000	\$3,107,068	\$5,750,000
Estimated Debt Service (2023 Bonds)	\$1,717,165	\$1,703,351	\$1,705,336
Subtotal Construction Services	\$5,378,865	\$5,135,090	\$8,117,036
TOTAL EXPENDITURES	\$6,947,665	\$5,625,100	\$9,685,836
NET FUND BALANCE CHANGE	\$1,023,335	(\$1,007,830)	(\$1,610,023)
ESTIMATED BEGINNING BALANCE [2]	\$7,898,612	\$7,898,612	\$9,096,951
ENDING BALANCE	\$8,921,947	\$6,890,782	\$7,486,928

[1] FY 2025/26 for Smith Canal Gate Interim O&M expenses. See Additional details for Operating Expenses for FY 2026/27

[2] FY 2025/26 Starting fund balance per finalized Audited Financial Statements FYE June 30, 2025. FY 2025/26 Starting fund balance includes interest earned on the fund balance to date not previously budgeted.

AGENDA ITEM 5.1

RESOLUTION TO APPROVE THE PROPOSED OPERATING AND CAPITAL BUDGETS FOR FISCAL YEAR 2026/27 FOR THE SAN JOAQUIN AREA FLOOD CONTROL AGENCY

TABLE 14 – LEVEE CONSTRUCTION & MAINTENANCE ASSESSMENT DISTRICT SMITH CANAL GATE FY 2026/27 OPERATIONS & MAINTENANCE BUDGET

FY 2026/27 LCMA District Smith Canal Gate O&M Details	Approved Budget FY 2025/26	Estimated Actuals 5/8/2026	Proposed Budget FY 2026/27
EXPENDITURES			
County O&M Estimated Request	\$350,000	<i>Included Below</i>	\$350,000
<i>Interim O&M Cost Details</i>			
Property Liability Insurance	\$100,000	<i>Included Below</i>	\$100,000
Interim O&M	\$120,000	<i>Included Below</i>	\$120,000
Subtotal Interim O&M	\$220,000	\$232,971	\$220,000
<i>10-Yr Recurrent Interval Set Asides</i>			
Stop Log Install	\$34,900	\$34,900	\$34,900
Miscellaneous Repairs / Inspections	\$34,900	\$34,900	\$34,900
Permitting (Balance Not Funded w/ Project)	\$21,900	\$21,900	\$21,900
Total Reserve Set Asides	\$91,700	\$91,700	\$91,700
Subtotal SCG O&M Services	\$661,700	\$324,671	\$661,700

7. Flood Protection Restoration District O&M (AD 96-1) (Fund #55964)

SJAFCA approved the formation of the Flood Protection Restoration Assessment District 96-1 (AD 96-1) on February 28, 1996 to finance both the local share of the Flood Protection Restoration Project and provide ongoing funding for its Operations and Maintenance. After the completion of the FPRP and the retirement of bonds issued to finance the improvements, the assessment is levied solely to fund long term operations, maintenance and replacement of the improvements. Additional details regarding specific operations and maintenance activities are provided in the Engineer's Report supporting a separate item on this Agenda (Item 7.1 A) which would authorize the FY 2026/27 levy of AD 96-1 assessments.

Table 15 below presents a comparison of the projected actual expenditures relative to the approved budget for Fiscal Year 2025/26 as well as the proposed budget for Fiscal Year 2026/27. Budgeted revenues for Fiscal Year 2026/27 reflect an authorized 2.4% escalation rate which is the maximum annual assessment escalation authorized within the approved Engineer's Report. The Board's approval of the budget would be consistent with the

AGENDA ITEM 5.1

RESOLUTION TO APPROVE THE PROPOSED OPERATING AND CAPITAL BUDGETS FOR FISCAL YEAR 2026/27 FOR THE SAN JOAQUIN AREA FLOOD CONTROL AGENCY

requested authorization to levy assessments at the maximum annual authorized rate for FY 2026/27.

As shown in **Table 15**, the budgeted expenditures, based upon the projected cost of maintaining the improvements as requested by San Joaquin County Public Works, the entity tasked with maintaining the improvements, and SJAFCA's supporting services exceed the available revenues. As such, the budget request includes an allocation from reserves of \$55,550 to fund the projected FY 2026/27 O&M services and administration budget. In addition, an additional authorization of up to \$100,000 from reserves is requested in the event of an emergency. To the extent that the actual costs of Operations and Maintenance do not fully utilize the available revenues from the assessments then the additional appropriations would not be utilized and the appropriation would expire at the end of the Fiscal Year.

RESOLUTION TO APPROVE THE PROPOSED OPERATING AND CAPITAL BUDGETS FOR FISCAL YEAR 2026/27 FOR THE SAN JOAQUIN AREA FLOOD CONTROL AGENCY

TABLE 15 – FLOOD PROTECTION & RESTORATION ASSESSMENT DISTRICT
2026/27 OPERATIONS & MAINTENANCE BUDGET

FY 2025/26 Budget to Actual Comparison & FY 2026/27 Budget Flood Protection Restoration Assessment District	Approved Budget FY 2025/26	Estimated Actuals Through 5/8/2026		Proposed Budget FY 2026/27
REVENUES				
Direct Assessments	\$1,176,255	\$626,878		\$1,208,900
Interest	\$0	\$162,427		\$0
Reserve Appropriation - for Budget	\$192,245	\$0		\$55,550
Reserve Appropriation - for Emergencies	\$100,000	\$0		\$100,000
Total Revenues	\$1,468,500	\$789,305		\$1,364,450
EXPENDITURES				
Agency Management / Administration	\$329,500	\$127,732		\$219,450
O&M Services				
O&M Services - San Joaquin County O&M	\$985,000	\$319,032		\$985,000
Aquatic Weed Control Program - 5 Mi Slough	\$54,000	\$3,630		\$60,000
Subtotal O&M Services	\$1,039,000	\$322,662		\$1,045,000
Emergency Budget	\$100,000	\$0		\$100,000
TOTAL EXPENDITURES	\$1,468,500	\$450,394		\$1,364,450
NET FUND BALANCE CHANGE	\$0	\$338,911		\$0
ESTIMATED BEGINNING BALANCE [1]	\$7,394,310	\$7,394,310		\$7,501,187
ENDING BALANCE	\$7,394,310	\$7,733,221		\$7,501,187

[1] FY 2025/26 Starting fund balance per finalized Audit. FY 2026/27 Starting fund balance includes interest earned on the fund balance to date not previously budgeted less recommended reserve appropriation.

RESOLUTION TO APPROVE THE PROPOSED OPERATING AND CAPITAL BUDGETS FOR FISCAL YEAR 2026/27 FOR THE SAN JOAQUIN AREA FLOOD CONTROL AGENCY

FISCAL IMPACT

Summary

The estimated Agency operating fund carry over Fund balance at the beginning of FY 2026/27 is projected to be approximately \$2.5 million. The proposed FY 2026/27 budget anticipates total operating costs to be \$2.97 million with the majority of these costs (74%) allocated to SJAFCA's programs and projects based upon current estimates. Actual allocated costs will be a function of the time spent by SJAFCA staff advancing projects which is based upon staff's new approach allocating fully burdened staff time to projects.

By approving the attached Omnibus Budget Resolution (**Attachment 3**) attached to this staff report, the Board will adopt and approve the Agency's proposed FY 2026/27 operating budget, associated ICAP allocation approach to capital programs and the supporting capital budgets for the Lower San Joaquin River Project, Smith Canal Gate Project, Mossdale Tract Area Program, Regional Flood Management Planning Program and Paradise Cut Project. In addition, the Board would be approving the budgets for the Levee Construction & Maintenance Assessment District, Mossdale Tract Overlay Assessment District and Flood Protection Restoration Project AD 96-1 Assessment District also reflected with this staff report.

PREPARED BY: Sylvia Razniak, Director of Finance and Human Resources



APPROVED:
DARREN SUEN
EXECUTIVE DIRECTOR

SR:smw

Attachments

1. Exhibit A – FY 26/27 General and Admin Budget
2. Exhibit B – FY 26/27 Estimated FY 2026/27 Project Budget Allocations
3. RESOLUTION APPROVING THE PROPOSED OPERATING FUND, CAPITAL AND ASSESSMENT DISTRICT BUDGETS FOR FISCAL YEAR 2026/27 FOR THE SAN JOAQUIN AREA FLOOD CONTROL AGENCY

SAN JOAQUIN AREA FLOOD CONTROL AGENCY

EXHIBIT A

General Overhead and Administrative Budget (Actual FY 25/26, 25/26 Projected and Proposed FY 25/26)

	FY 25/26 Approved Budget	FY 25/26 thru 5/04/26	FY 25/26 Projected Remaining	FY 25/26 Projected Total Year	FY 26/27 Proposed Budget
700 AGENCY MANAGEMENT - G&A					
7-30401 SALARIES & WAGES	1,742,000	1,100,429	225,170	1,325,599	1,650,500.00
7-30402 BENEFITS	350,100	267,492	54,734	322,226	342,500.00
7-30403 PAYROLL TAX EXPENSE	17,000	17,247	3,529	20,776	20,000.00
7-30404 WORKER'S COMP. INSURANCE	6,400	5,855	1,973	7,828	10,000.00
7-30405 PAYROLL PROCESSING EXPENSE	9,500	6,163	1,261	7,425	12,000.00
Subtotal SJAFC/ City Employees Services	\$2,125,000	\$1,397,186	\$286,668	\$1,683,854	\$2,035,000
7-30600 AUDIT EXPENSE	45,000	34,000	11,458	45,458	\$45,000
7-50100 PROFESSIONAL SERVICES - AGENCY	537,500	247,067	83,261	330,328	\$402,000
Subtotal Professional Services	\$582,500.00	\$281,067.20	\$94,718.62	\$375,785.82	\$447,000.00
7-40100 GENERAL OFFICE EXPENSES	339,500	208,644	68,965	277,609	\$217,000
7-40500 MISCELLANEOUS	3,000	150	51	201	\$3,000
Subtotal Materials & Supplies	\$342,500.00	\$208,794.30	\$69,015.25	\$277,809.55	\$220,000
7-40200 DIRECTORS & OFFICERS INSURANCE	46,000	58,572	19,739	78,311	\$85,000
7-40400 MEMBERSHIPS & LICENSE RENEWALS	34,000	34,462	11,614	46,076	\$50,000
7-40700 PERMITS & CERTIFICATIONS	5,000	0	0	0	\$5,000
7-40800 PUBLICATIONS & LEGAL NOTICES	1,000	55	18	73	\$1,000
7-30800 COMMUNICATIONS	12,000	7,175	2,418	9,593	\$15,000
7-60100 REPAIRS & MAINTENANCE EQUIPMENT	0	0	0	0	\$0
7-60200 TRANSPORTATION & TRAVEL	25,000	25,274	8,517	33,791	\$52,000
7-60300 WEBSITE HOSTING	7,000	5,932	1,999	7,931	\$60,000
Subtotal Other Expenses	\$130,000	\$131,470	\$44,305	\$175,775	\$268,000
Total 700 - AGENCY MANAGEMENT - G&A (Rounded)	\$3,180,000	\$2,018,517	\$494,707	\$2,513,224	\$2,970,000

SAN JOAQUIN AREA FLOOD CONTROL AGENCY
Estimated FY 2026/27 Project Budget Allocations

EXHIBIT B

Project / Program [1]	Fund	Estimated Share of Operating Cost %	Budget Allocation FY 2026/27
Lower San Joaquin River Project	55653	30%	\$891,000
Paradise Cut	55665	8%	\$237,600
Smith Canal	55666	0%	\$0
Regional Flood Management Planning (RFMP)	55667	1%	\$29,700
Mossdale Program	55679	30%	\$891,000
FPRP Operations & Maintenance (AD 96-1)	55694	5%	\$148,500
Total Capital Cost Allocations			\$2,197,800
Net Remaining Operating Expense	55601	26%	\$772,200

[1] Allocations percentages for FY 2026/27 are estimated by analyzing the number of hours spent by each staff member on each project / program between April 2025 and April 2026 expressed as a percentage of the total the project / program fully burdened costs allocated. Adjustments were made to the allocation analysis percentages based upon the status of projects and future SJAFCA staff for each project to develop an estimate for FY 2026/27.

RESOLUTION NO. SJAFCA 26-11

**SAN JOAQUIN AREA
FLOOD CONTROL AGENCY**

=====

**RESOLUTION APPROVING THE PROPOSED OPERATING FUND, CAPITAL AND ASSESSMENT
DISTRICT BUDGETS FOR FISCAL YEAR 2026/27 FOR THE SAN JOAQUIN AREA FLOOD CONTROL
AGENCY**

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

1. That the San Joaquin Area Flood Control Agency's 2026-2027 Proposed Operating Fund Budget, a copy of which is attached as Exhibit "A" and Exhibit "B," is incorporated by this reference and hereby approved and adopted.
2. That the San Joaquin Area Flood Control Agency's 2026-2027 Proposed Capital Improvement Program budget augmentations and adjustments as described in the supporting June 11, 2026 staff report are incorporated by this reference and hereby approved and adopted.
3. That the San Joaquin Area Flood Control Agency's 2026-2027 proposed budgets for each of its assessment districts; the Flood Protection Restoration Project Assessment District 96-1, the Levee Construction & Maintenance Assessment District, and the Mossdale Tract Overlay Assessment District, as described in the supporting June 11, 2026 staff report are incorporated by this reference and are hereby approved and adopted.
4. That any new appropriations and/or adjustments to the Agency's 2026-2027 fiscal year budget will be brought back before the Board for consideration and approval.

PASSED, APPROVED AND ADOPTED this 11 day of June, 2026.

MICHAEL BLOWER, Chair
of the San Joaquin Area
Flood Control Agency

ATTEST:

DARREN SUEN, 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

Agenda Item 5.2

June 11, 2026

TO: San Joaquin Area Flood Control Agency Board of Directors

FROM: Darren Suen, Executive Director

SUBJECT: **AUTHORIZE EXECUTIVE DIRECTOR TO AMEND EXISTING MASTER SERVICES AGREEMENT WITH CONDOR EARTH TECHNOLOGIES, INC.**

RECOMMENDATION

Authorize the Executive Director to amend the existing Master Services Agreement (MSA) with Condor Earth Technologies, Inc. to increase the not-to-exceed (NTE) amount from \$100,000 to \$500,000 and extend the term as needed to continue providing environmental support.

BACKGROUND

On July 14, 2025 SJAFCA entered into a Master Services Agreement with Condor Earth Technologies, Inc. with a total not-to-exceed amount of \$100,000. Since the execution of the agreement, the consultant has supported SJAFCA with environmental support for the Mossdale Urban Flood Risk Reduction project on the Manteca Dry Land Levee, including:

- Phase I Environmental Site Assessment (ESA) on properties and portions of properties located between S. Woodward Road and Tinnin Road, Manteca.
- Phase I Environmental Site Assessment (ESA) on the alternative southern alignment at Union Road and S. Tinnin Road, Manteca.

ANALYSIS

Due to the expanded project needs and increased demand for services, the current contract capacity will soon be exhausted. The requested amendment will:

- Increase the total contract authority from \$100,000 to \$500,000.
- Allow continuation of Phase I Environmental Site Assessment (ESA) on four (4) properties, Harris Ranches, Area 14, Area 16, and the Brocchini Property Northern Alignment.
- Pesticide Screening for Areas 14 and 16 (Optional as needed).
- Huber Property Phase II ESA.
- Huber Property Remedial Action (Optional as needed).
- Brocchini Property Phase II ESA (Optional as needed).

The increase is necessary because additional work beyond the original scope has emerged. Services are ongoing and critical to operations and project delivery. The consultant has demonstrated satisfactory performance and institutional knowledge. Procuring a new consultant at this time would delay project timelines and increase administrative costs.

FISCAL IMPACT

The amendment will increase the Master Services Agreement contract amount by \$400,000, for a revised total not-to-exceed amount of \$500,000.

ALTERNATIVES

Alternatives to the recommended action include:

1. Do not approve the amendment.
 - a. This would halt ongoing services and delay current projects.

AGENDA ITEM 5.2

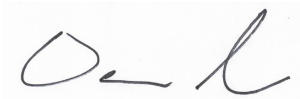
AUTHORIZE EXECUTIVE DIRECTOR TO AMEND EXISTING MASTER SERVICES AGREEMENT WITH CONDOR EARTH TECHNOLOGIES, INC.

2. Issue a new competitive solicitation.
 - a. This would require additional time and resources and could disrupt continuity.

CONCLUSION

Approving the amendment will ensure continuity of critical services and provide sufficient capacity to delivery ongoing and future projects efficiently.

Prepared by: Ryan Curry



APPROVED:
Darren Suen, PE
Executive Director

Attachments:

1. Condor Earth, Technologies MSA
2. Condor Earth, Technologies draft Amendment
3. Resolution 26-12 Authorizing the Executive Director to Amend Existing Master Services Agreement with Condor Technologies, Inc.

**PROFESSIONAL SERVICES AGREEMENT
FOR CONSULTANT SERVICES**

(San Joaquin Area Flood Control Agency /)

This PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into by and between the San Joaquin Area Flood Control Agency, a joint powers agency (“Agency”), and Condor Earth Technologies Inc. a CA Corporation (“Consultant”) (collectively, “parties”).

- 1. CONTEXT:** Agency has determined that it requires the professional services identified in Attachment 1 from Consultant. Consultant represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, Agency and Consultant agree as follows:

- 2. TERM.** The term of this Agreement shall be from the date of execution until June 30, 2027, unless otherwise terminated by the Agency as allowed below, and may be renewed by the Agency subject to re-negotiation by the parties for additional periods.

3. CONSULTANT’S SERVICES.

Consultant has been selected for this Agreement which is intended to be a master services Agreement. Under this Agreement the Agency may issue to Consultant one or more task orders, each of which shall be considered a Scope of Services and incorporated herein by this reference once agreed to by the Consultant and the Agency. Consultant shall not receive any compensation for the development of a scope. Attachment 1 provides a high-level and generalized Scope of Services which shall be deemed amended with the issuance of any Task Order agreed to by the Consultant. Agency shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement.

SECTION 1090 PROTECTIONS: [1] Consultant’s duties and services under this Agreement shall not include preparing or assisting the Agency with any portion of the Agency’s preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the Agency. [2] The Agency entering into this Agreement shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of the work to be performed under this Agreement. [3] Consultant’s participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. [4]

Consultant shall cooperate with the Agency to ensure that all bidders for a subsequent contract on any subsequent phase have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by Consultant pursuant to this agreement.

4. **COMPENSATION.** Compensation under this Agreement shall not exceed \$100,000. Consultant's compensation rates are set forth in the fee schedule attached hereto as Attachment 2, incorporated herein by this reference, which shall be referred to as the Approved Fee Schedule. Agency agrees to compensate Consultant for the services provided under this Agreement and Consultant agrees to accept payment in accordance with the Approved Fee Schedule in full satisfaction for such services. No changes shall be made to the Approved Fee Schedule without a written amendment to this Agreement.
5. **GENERAL PROVISIONS.** The general provisions set forth in Attachment 3 are part of this Agreement, and incorporated herein. In the event of any inconsistency between the general provisions and any other terms or conditions of this Agreement, the other term or condition shall control insofar as it is inconsistent with the general provisions.
6. **AGREEMENT ADMINISTRATION.** The Agreement Administrator for this Agreement on behalf of the Agency will be the Executive Director or any of the Agency Designees. The Agreement Administrator shall be the principal point of contact. Agency reserves the right to change this designation upon written notice to Consultant.
7. **NOTICES.** Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (i) the day of delivery if delivered by hand, facsimile or overnight courier service during Consultant's and Agency's regular business hours; or (ii) on the third business day following deposit in the United States mail if delivered by mail, postage prepaid, to the addresses listed below (or to such other addresses as the parties may, from time to time, designate in writing); or (iii) the day of delivery if emailed to the email address listed below and simultaneously deposited in the U.S. mail, postage prepaid, to the address(es) listed below (or to such other addresses as the parties may, from time to time, designate in writing).

If to Agency:

Darren Suen
Executive Director
San Joaquin Area Flood Control
Agency 2800 W. March Lane
Suite 200 Stockton, CA 95219
Telephone: (209) 415-2820
Email: Darren.Suen@sjafca.org

If to Consultant:

Alex Dewitt
Vice President
Condor Earth Technologies Inc.
155 Frank West Circle, Suite I
Stockton, CA 95206
Telephone: (209) 938-1041
Email: adewitt@condorearth.com

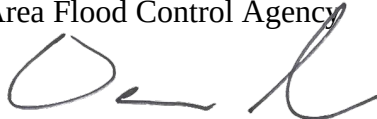
*Bill and invoices shall be deemed received on the date of delivery if a complete invoice including billing summary, timesheet backup and subconsultant backup is emailed to invoices@sjafca.org. Noticing requirements in this section can be modified from time to time by mutual agreement of the parties in writing, without formally modifying this agreement.

TO EFFECTUATE THIS AGREEMENT, the parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

“Agency”

San Joaquin Area Flood Control Agency

By:


Signature

Printed: Darren Suen

Title: Executive Director

Date: 7/14/2025

“Consultant”

Condor Earth Technologies Inc.

By:


Signature

Printed: Alexander Dewitt, CA PG No.7502

Title: Vice President

Date: June 13, 2025

Approved as to form:

By:


Scott L. Shapiro,
Agency Counsel

Date: 7/9/2025

Attachment 1

(Scope of Services)

Scope of Work

Phase I Environmental Site Assessment Services

1. Introduction

Condor Earth (Condor) will perform Phase I Environmental Site Assessment (ESA) services on behalf of the SJAFCA in support of due diligence or project planning for potential property acquisition, development, or construction activities. The Phase I ESA will be conducted in accordance with ASTM E1527-21, Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process.

2. Scope of Work

Task 1: Phase I Environmental Site Assessment

The objective of this task is to assess the environmental condition of the Project Site and provide documentation to support landowner liability protections under CERCLA. Condor's Phase I ESA will consist of the following components:

A. Historical Records Review

- Review of publicly available maps, aerial imagery, permits, regulatory filings, and environmental records to evaluate historical land uses on and around the Project Site.
- Review of environmental database reports and records from applicable local, state, and federal agencies within the required search distances.
- Documentation of any past uses that could indicate the potential presence of hazardous substances.

B. Site Reconnaissance

- Conduct a visual survey of accessible areas of the Project Site and surrounding properties from public rights-of-way or adjoining parcels where access is granted.
- Observe and document relevant site features such as structures, utilities, waste disposal areas, surface staining, distressed vegetation, or other signs of environmental concern.
- If applicable, inspect the interior of accessible structures.

C. Interviews

- Conduct interviews, where feasible, with current or former property owners, operators, or occupants who may have knowledge of current and historical site activities.
- Conduct additional interviews with public agency representatives, if relevant and reasonably obtainable.
- Coordinate with the Client to facilitate access to potential interviewees.

D. Evaluation and Report Preparation

- Prepare a written Phase I ESA report summarizing findings, conclusions, and any Recognized Environmental Conditions (RECs), Historical RECs (HRECs), or Controlled RECs (CRECs) identified during the assessment.
- Provide one (1) hard copy and one (1) electronic copy of the report(s). Additional copies can be provided upon request for an additional fee.
- Identify areas where further investigation (e.g., Phase II ESA) is recommended, if applicable.

Task 2: Meetings and Coordination

Condor will support the Client through ongoing coordination and technical consultation. Activities may include:

- Attendance at project meetings (virtual or in-person) with the Client or other project partners.
- Review and preparation of meeting materials, technical memoranda, and follow-up documentation.
- Coordination with project team members to ensure environmental due diligence aligns with broader project objectives.
- Technical support in reviewing and interpreting information prepared by other consultants or stakeholders, as needed.

3. Client Responsibilities

To support completion of the Phase I ESA, the Client shall:

- Identify the intended use of the ESA and any known or suspected environmental conditions.
- Secure access to subject properties and facilitate interviews with current or prior site occupants or owners, where feasible.
- Provide any available historical or environmental documentation relevant to the Project Site.
- Disclose any known Activity and Use Limitations (AULs), environmental liens, or regulatory restrictions affecting the property.

4. Deliverables

- One (1) draft and one (1) final Phase I ESA report(s) per project area or property segment, as appropriate.
- Meeting summaries or technical memoranda documenting coordination efforts, where applicable.
- Verbal or written recommendations regarding the need for additional investigation (e.g., Phase II ESA), if warranted.

**Attachment 2
(Consultant's Compensation Rates)**

STAFF MEMBER

RATE PER HOUR (\$)

PRINCIPALS/PROJECT MANAGEMENT

Senior Principal	286.00
Principal Engineer/Geologist.....	256.00
Project Director	243.00
Project/Senior Manager	215.00

TECHNICAL

Senior Geotechnical Engineer	243.00
Registered Geotechnical Engineer	232.00
Certified Hydrogeologist/Engineering Geologist.....	232.00
Senior Geologist/Engineer/Environmental Specialist	221.00
Senior Process Safety Management Specialist	221.00
Resident Construction Inspector.....	195.00
GIS Programmer/Analyst.....	178.00
Process Safety Management Specialist	178.00
Associate Geologist/Engineer/Environmental Specialist	178.00
Aboveground Storage Tank (AST) Certified Inspector.....	178.00
Staff Geologist/Engineer/Environmental Specialist	162.00
GIS Technician.....	150.00
Engineering Assistant.....	131.00
Senior Technician.....	124.00
Draftsperson	119.00
Technician	102.00

MATERIALS TESTING *

MTSI Project/Laboratory Manager	166.00
Certified Welding Inspector	160.00
Special Inspector	135.00
Senior Materials Technician.....	130.00
Materials Technician	112.00

SUPPORT STAFF

Senior Project Administrator	155.00
Administrative Specialist.....	124.00
Project Coordinator	124.00
Technical Editor	92.00
Administrative Assistant	86.00

MISCELLANEOUS

Overtime (all Saturday work is overtime).....	(1.5 times rate)
Double-time (all Sundays and Holidays).....	(2.0 times rate)
Litigation Support.....	(2.0 times rate)

NON-LABOR CHARGES

Vehicle charge\$75 per day to be billed in ½-day increments plus 67 cents per mile
Nuclear Gauge Testing Equipment.....\$120 per day to be billed in ½-day increments

Unit Charges per Condor Unit Fee Schedule

Billable Field Equipment per Condor Billable Field Equipment Schedule

Laboratory Charges per Condor Laboratory Fee Schedule

*A 2-hour minimum charge will be applied to all field services, and a 4-hour minimum will be applied for the cancellation of work within 24 hours of scheduled field work.

OUT-OF-POCKET EXPENSES

Billed at cost plus 15% and includes such items as travel expenses, equipment rental, laboratory fees, subcontractors, postage and freight, subcontracted printing or reproduction fees, supplies, etc.

PREVAILING WAGE

Refer to Condor Prevailing Wage Schedule of Fees



Attachment 3
(GENERAL PROVISIONS)

1. PERFORMANCE BY THE CONTRACTOR

- 1.1. **Coordination with Agency.** In performing services under this Agreement, Consultant shall coordinate all contact with Agency through its Agreement Administrator.
- 1.2. **Scope.** Consultant shall not be reimbursed for any expenses incurred for work performed outside the Scope of Services unless prior approval is given by the Agency through an executed amendment. If the Consultant is of the opinion that any work it has been directed to perform is beyond the scope of this Agreement and constitutes extra work, it shall promptly notify the Agency of the fact. The Agency shall determine whether or not such work is, in fact, beyond the scope of this Agreement and constitutes extra work. In the event that the Agency determines that such work does constitute extra work, it shall provide extra compensation to the Consultant on a fair and equitable basis based upon a Supplemental Agreement providing for such compensation for extra work. In the event Agency determines that such work does not constitute extra work, Consultant shall not be paid extra compensation. Any decision by the Board of Directors' or Executive Director shall be final.
- 1.3. **Budgetary Notification.** Consultant shall notify the Agreement Administrator, in writing, when fees and expenses incurred under this Agreement have reached eighty percent (80%) of the maximum amount. Consultant shall concurrently inform the Agreement Administrator, in writing, of Consultant's estimate of total expenditures required to complete its current assignments.
- 1.4. **Professional Standards.** Consultant shall perform all work to the highest standards of Consultant's profession and in a manner in accordance with generally accepted professional practices and standards as well as the requirements of applicable federal, state and local laws. Consultant represents and warrants to Agency that (a) it has all licenses, permits, qualifications, insurance and approvals of whatever nature, including business license, which are required for Consultant to practice its profession, and (b) it shall, at its sole cost, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, insurance and approvals which are legally required for Consultant to practice its profession.
- 1.5. **Conflicts.** Consultant represents that it has no known relationships with third parties, the Board of Directors, or employees of Agency which would (1) present a conflict of interest with the rendering of services under this Agreement under California Government Code Section 1090, the Political Reform Act (Government Code Section 81000 *et seq.*), or other applicable law, (2) prevent Consultant from performing the terms of this Agreement, or (3) present a significant opportunity for the disclosure of confidential information. During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working when this Agreement became effective if such work would present a conflict interfering

with performance under this Agreement. However, Agency may consent in writing to Consultant's performance of such work.

- 1.6. **Appropriate Personnel.** Consultant has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. Consultant's project administrator shall be identified in the Scope of Services and shall have direct responsibility for management of Consultant's performance under this Agreement. No change shall be made in Consultant's project administrator without Agency's prior written consent. Any persons named in the proposal or Scope of Services constitutes a promise to the Agency that those persons will perform and coordinate their respective services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of Agency. If Agency and Consultant cannot agree as to the substitution of key personnel, Agency may terminate this Agreement for cause.
- 1.7. **Notification of Organizational Changes.** Consultant shall notify the Agreement Administrator, in writing, of any change in name, ownership, or control of Consultant's firm or of any changes for any subconsultant. Change of ownership or control of Consultant's firm may require an amendment to this Agreement.
- 1.8. **Inspections.** Agency or authorized representatives of the Agency shall have the right to inspect the work of Consultant whenever such representatives deem such inspection to be desirable or necessary. Inspections by the Agency do not in any way relieve or minimize the responsibility of Consultant to conduct any inspections Consultant has agreed to perform pursuant to this Agreement.
- 1.9. **Records.** Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to Agency under this Agreement for a minimum of three years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement. All such documents shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of Agency. In addition, pursuant to California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds ten thousand dollars, all such documents and this Agreement shall be subject to the examination and audit of the State Auditor, at the request of Agency or as part of any audit of Agency, for a period of three years after final payment under this Agreement.
- 1.10. **Agency Cooperation in Performance.** Agency shall provide Consultant with all pertinent data, documents and other requested information as is reasonably available for the proper performance of Consultant's services under this Agreement.

2. SUBCONTRACTING AND ASSIGNMENT

- 2.1. **General Prohibition of Assignment.** Except as otherwise provided herein, Consultant shall not assign or transfer its interest in this Agreement or subcontract any services to be performed without amending this Agreement.
- 2.2. **Subconsultant's Fees.** All subconsultants shall be specifically listed and their billing rates identified in the Approved Fee Schedule contained in Attachment 2. Agency shall pay Consultant for work performed by its subconsultants, if any, only at Consultant's actual cost plus an approved mark-up as set forth in the Approved Fee Schedule. Consultant shall be solely liable and accountable for any and all payments, compensation, and federal and state taxes to all subconsultants performing services under this Agreement.

3. ADDITIONAL COMPENSATION PROVISIONS

- 3.1. **Invoices.** Consultant shall submit to Agency an invoice, on a monthly basis or as otherwise agreed to by the Agreement Administrator, for services performed pursuant to this Agreement. Each invoice shall identify the Maximum Amount, the services rendered during the billing period, the amount due for the invoice, and the total amount previously invoiced. All labor charges shall be itemized by employee name and classification or position with the firm, the corresponding hourly rate, the hours worked, a description of each labor charge, and the total amount due for labor charges.
- 3.2. **Taxes.** Agency shall not calculate, pay, or withhold applicable taxes or other payroll deductions from payments made to Consultant except as otherwise required by law.
- 3.3. **Disputes.** The parties agree to meet and confer at mutually agreeable times to resolve any disputed amounts contained in an invoice submitted by Consultant. Notwithstanding any other terms of this Agreement, no payments shall be made to Consultant until Agency is satisfied that the services are satisfactory. If Consultant fails to satisfy an indemnity obligation under this Agreement, Agency shall have the right to withhold payments under this Agreement to offset that amount.
- 3.4. **Expense Reimbursement.** Consultant shall not be reimbursed for any expenses unless (i) provided for in this Agreement explicitly, including through inclusion in the Scope of Services, or (ii) authorized in writing by Agency in advance of the Contractor incurring the expense. Consultants may not request expense reimbursement for auto mileage exceeding the current Federal rates or for a mark-up exceeding 5% of actual cost. To the extent that this Agreement is funded in part by funds received by Agency from another agency, or to the extent that the services to be provided under this Agreement are in support of a project being advanced by the U.S. Army Corps of Engineers or other agency, Consultant is advised to ensure that all expenses incurred by the Consultant are incurred consistent with the rules and regulations of the other partner agency, as those rules and regulations shall explicitly apply to expenses incurred by Contractor. Upon request, SJA FCA shall provide the Consultant a copy of any agreement with external entities which may affect expense reimbursement by the Consultant under this Agreement.

4. **PREVAILING WAGES.** Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on certain “public works” and “maintenance” projects. This Agreement is subject to Prevailing Wage Laws, for all work performed under this Agreement for which the payment of prevailing wage is required by those laws. Consultant shall defend, indemnify, and hold the Agency, its elected officials, officers, employees, and agents free and harmless from any claim or liability arising out of any failure or alleged failure of Consultant to comply with the Prevailing Wage Laws.
5. **OWNERSHIP OF WRITTEN PRODUCTS.** All reports, documents, or other written material, including without limitation copies thereof, digital originals, and digital copies (“written products” herein) developed by Consultant in the performance of this Agreement shall be and remain the property of Agency without restriction or limitation upon its use or dissemination by Agency except as provided by law. Consultant may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by Consultant.

6. RELATIONSHIP OF PARTIES

- 6.1. **General.** Consultant is, and shall at all times remain as to Agency, a wholly independent contractor. As an independent contractor, Consultant shall be responsible for all reports and obligations. Consultant shall have no power to incur any debt, obligation, or liability on behalf of Agency or otherwise to act on behalf of Agency as an agent. Consultant, its officers, employees and agents shall not have any power to bind or commit the Agency to any decision or course of action, and Consultant, its officers, employees and agents shall not represent to any person or party that it or they are acting as agents of the Agency or that it or they have the power to bind or commit the Agency.

7. INSURANCE

- 7.1. **Insurance Required.** Consultant shall maintain insurance as described in this Section 7 and shall require all of its subconsultants to do the same. Agency has no obligation and Consultant shall be responsible for all premiums and deductibles in all of Consultant’s insurance policies. For purposes of this Section 7, “Consultant” shall include Consultant, its officers, employees, agents, or subconsultants, or anyone directly or indirectly employed by either Consultant or its subconsultants, in the performance of this Agreement. “Agency” shall include Agency, its Board of Directors, agents, and employees.
- 7.2. **Documentation of Insurance.** Agency will not execute this Agreement until it has received a complete set of all required documentation of insurance coverage. However, failure to obtain the required documents prior to the work beginning shall not waive

the Consultant's obligation to provide the required insurance and the required documentation. Consultant shall file with Agency:

- Certificate of Insurance with a Best's Rating of no less than A; provided that if Consultant can make a good faith showing that A ratings are not available for the service to be provided, then Agency may accept a rating no lower than B.
- Copy of the entire insurance policy and the Declarations page.
- Current endorsements showing coverage for all policies required by this Agreement.

7.3. **Coverage and Deductibles.** Insurance coverage shall be at least in the following minimum amounts:

Professional Liability Insurance:	\$1,000,000 per claim/occurrence \$2,000,000 aggregate
General Liability:	\$2,000,000 per person per occurrence \$4,000,000 aggregate \$2,000,000 Products Comp/Op Aggregate \$1,000,000 Personal & Advertising Injury \$ 50,000 Fire Damage (any one fire) \$ 5,000 Medical Expense (any 1 person)
Workers' Compensation:	\$1,000,000 EL Each Accident \$1,000,000 EL Disease - Policy Limit \$1,000,000 EL Disease - Each Employee
Automobile Liability	\$1,000,000 Any vehicle, combined single limit

Any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements or limits shall be available to the additional insured. Furthermore, the requirements for coverage and limits shall be the greater of (1) the minimum coverage and limits specified in this Agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured. Consultant must disclose all deductibles and self-insured retention amounts to the Agency. The Agency may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within retention amounts. The amount of deductibles for insurance coverage required herein are subject to Agency's approval.

7.4. **Worker's Compensation Insurance.** Consultant is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to carry Workers' Compensation (or to undertake equivalent self-insurance), and Consultant will comply with such provisions before commencing the performance of the work of this Agreement. If such insurance is underwritten by any insurance company other than the State Compensation Fund, such insurance company shall be a company authorized to do business in the State of California. If any class of employees engaged in work under this contract at the site of the Project is not protected under any Worker's Compensation

law, Consultant shall provide for itself and shall cause each subconsultant to provide adequate insurance for the protection of employees not otherwise protected. Consultant shall indemnify and hold harmless Agency for any damage resulting from failure of either Consultant or any subconsultant to take out or maintain such insurance.

- 7.5. **Professional Liability Insurance or Errors & Omissions Coverage.** The deductible or self-insured retention may not exceed \$50,000 without written permission from the Agency. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work. Coverage shall be continued for two years after the completion of the work by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement. In the event Consultant's policy is a "claims made" policy only covering those claims made during the policy period, then Consultant agrees to maintain the professional liability insurance required hereunder with respect to this project in effect for at least three (3) years after acceptance of the work.
- 7.6. **Additional Insured Endorsements.** The Agency must be endorsed as additional insured for each policy required under this Section 7, other than Professional Errors and Omissions and Worker's Compensation, for liability arising out of ongoing and completed operations by or on behalf of the Consultant.
- 7.7. **Failure to Maintain Coverage.** In the event any policy is canceled, rescinded, lapses, terminates, or changes prior to the completion of the project and the Consultant does not furnish a new certificate of insurance prior to cancellation, Agency has the right, but not the duty, to obtain the required insurance and deduct the premium from any amounts due the Consultant under this Agreement. Failure of the Consultant to maintain the insurance required by this Agreement, or to comply with any of the requirements of this Section, shall constitute a material breach of this Agreement.
- 7.8. **Notices.** Consultant shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; (3) or the deductible or self-insured retention is increased. Consultant shall provide no less than 30 days' notice of any cancellation or material change to policies required by this Agreement. Consultant shall provide proof that cancelled or expired policies of insurance have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages. The name and address for Additional Insured Endorsements, Certificates of Insurance and Notices of Cancellation is: **San Joaquin Area Flood Control Agency**, Atten: Executive Director, Darren Suen, 2800 W March Lane, Suite 200, Stockton, CA 95219
- 7.9. **Consultant's Insurance Primary.** The insurance provided by Consultant, including all endorsements, shall be primary to any coverage available to Agency and any insurance or self-insurance maintained by Agency shall be in excess of Consultant's insurance.

- 7.10. **Waiver of Subrogation.** Consultant hereby waives all rights of subrogation against the Agency. Consultant shall additionally waive such rights either by endorsement to each policy or provide proof of such waiver in the policy itself.
- 7.11. **Report of Claims to Agency.** Consultant shall report to the Agency, in addition to the Consultant's insurer, any and all insurance claims submitted to Consultant's insurer in connection with the services under this Agreement.

8. INDEMNITY AND DEFENSE

- 8.1. **Definition.** For purposes of this Section 8, "Consultant" shall include Consultant, its officers, employees, agents, or subconsultants, or anyone directly or indirectly employed by either Consultant or its subconsultants, in the performance of this Agreement. "Agency" shall include Agency, its Board of Directors, agents, and employees.
- 8.2. **Duty to Indemnify and Hold Harmless.** Consultant shall indemnify and hold harmless the Agency from any and all claims, demands, causes of action, costs, expenses, liability, injuries (personal, bodily, and property) and damages (collectively "Claims") sought against Agency arising out of or resulting from Consultant's performance of, or failure to perform, services under this Agreement; provided that the indemnification required by this Section 8.2 shall not extend to Claims solely caused by the active negligence or the willful misconduct of the Agency. Consultant agrees to include this duty to indemnify and hold harmless in any agreement executed with a subconsultant.
- 8.3. **Duty to Defend.** Consultant shall also defend the Agency against such Claims if the Agency (1) provides advance and prompt written notice to the Consultant regarding the Claims for which Agency is seeking a defense, and (2) meets and confers in good faith with Consultant and/or Consultant's insurance company representative in advance of any election by it to conduct its own defense. The defense required by this clause shall not extend to Claims (1) solely caused by the negligence or willful misconduct of the Agency, (2) where the Agency enters into and/or pays a settlement with the claimant(s) without advance notice to the Consultant, (3) where the Agency elects to conduct its own defense and the attorneys' fees and litigation expenses it incurs are not reasonable and necessary, and/or (4) where the Agency does not elect to conduct its own defense but incurs separate attorneys' fees and costs for which it seeks payment or reimbursement. Consultant agrees to include this duty to defend in any agreement executed with a subconsultant; however, Subconsultant's obligation to defend any indemnified parties from claims covered by professional liability shall mean subconsultant's legal obligation is to reimburse the indemnified parties for their reasonable defense costs to the extent caused by subconsultant's negligence.

8.4. **Consultant Cooperation in Defense of Claims.** If any claim or action is brought against Agency relating to Consultant's performance in connection with this Agreement, Consultant shall render any reasonable assistance that Agency may require in the defense of that claim or action. Agency agrees to pay Consultant for such assistance (at its standard rates), unless there is an allegation that the claim or action arises out of or results from Consultant's performance of, or failure to perform, services under this Agreement.

8.5. **Non-Impact of Insurance on Duties Indemnify and Defend.** Consultant's duties to indemnify and defend Agency under this Agreement shall not be limited by the insurance requirements in Section 7. Agency does not waive any indemnity rights by accepting any insurance policy or certificate required pursuant to this Agreement.

9. **SURVIVING COVENANTS.** The parties agree that the covenants contained in the provisions on Records, Indemnification of CalPERS Determination, Insurance including Claims-Based Policies, Duty of Indemnification, Duty of Defense, Consultant Cooperation in Defense of Claims, Confidentiality shall survive the expiration or termination of this Agreement, subject to the provisions and limitations of this Agreement and all otherwise applicable statutes of limitations and repose.

10. TERMINATION

10.1. **Agency Termination.** The Agency may, in its sole and unfettered discretion and without cause, terminate this Agreement at any time prior to completion by Consultant of the services required. Notice of Termination of this Agreement shall be given consistent with this Agreement and shall be immediately effective. In such circumstances, the Consultant shall be compensated only for all work satisfactorily performed prior to time of receipt of termination notice, and shall be compensated for materials ordered by the Consultant or services of others ordered by the Consultant prior to receipt of Notice of Termination whether or not such materials or final instruments of services have actually been delivered, provided that the Consultant or its employees are not able to cancel such orders for materials or services of others.

10.2. **Consultant Termination.** Consultant may terminate this Agreement upon thirty days written notice to the Agency only for good cause. Consultant's written notice of termination shall contain a full explanation of the facts and circumstances constituting good cause. In the event of termination, all notes, sketches, computations, drawings and specifications, or other data, whether complete or not, produced through the time of the Agency's last payment shall be relinquished to the Agency. The Agency may, at its own expense, make copies or extract information from any such notes, sketches, computations, drawings, and specifications, or other data whether complete or not.

10.3. **Consultant Failure to Perform.** Should the Consultant fail to perform any of its obligations hereunder, within the time and in the manner provided, with a reasonable opportunity to cure, or otherwise violate any of the terms of this Agreement, the Agency may terminate this Agreement by giving written notice of such termination,

stating the reasons for such termination in such event. Consultant shall be compensated as above, provided, however, there shall be deducted from such amount the amount of damage if any, sustained by Agency by virtue of the Consultant's breach of this Agreement.

- 10.4. **Remedies.** Agency retains any and all available legal and equitable remedies for Consultant's breach of this Agreement.

11. INTERPRETATION OF AGREEMENT

- 11.1. **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of California.
- 11.2. **Integration.** In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between Agency and Consultant with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the parties.
- 11.3. **Headings.** The headings and captions in this Agreement are descriptive only and for convenience in reference to this Agreement.
- 11.4. **Pronouns.** Plural pronouns shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution.
- 11.5. **Severability.** If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to the extent necessary to, cure such invalidity or unenforceability, and shall be enforceable in its amended form. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
- 11.6. **No Presumption Against Drafter.** Each party had an opportunity to consult with an attorney in reviewing and drafting this agreement. Any uncertainty or ambiguity shall not be construed for or against any party based on attribution of drafting.

12. OTHER PROVISIONS

- 12.1. **Confidentiality.** All data, documents, discussion, or other information developed or received by Consultant for performance of this Agreement are deemed confidential and Consultant shall not disclose it without prior written consent by Agency, which will not be unreasonably withheld.

- 12.2. **Amendment.** Amendments shall be effective and binding only if made in writing and executed by Agency and Consultant.
- 12.3. **Conflicts of Interest.** Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further agrees to file, or shall cause its employees or subconsultant to file, a Statement of Economic Interest with the Agency's Filing Officer if required under state law in the performance of the services. Consultant shall comply with any applicable disclosure provisions of Government Code section 84308 prior to and concurrent with Consultant's execution and performance of this Agreement.
- 12.4. **Non-assignment.** Consultant shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without Agency's prior written consent.
- 12.5. **Binding on Successors.** This Agreement shall be binding on the successors and assigns of the parties.
- 12.6. **No Third-Party Beneficiaries.** Except as expressly stated herein, there is no intended third-party beneficiary of any right or obligation assumed by the parties.
- 12.7. **Time of the Essence.** Time is of the essence for each and every provision of this Agreement.
- 12.8. **Non-Discrimination.** Consultant shall not discriminate against any employee or applicant for employment because of race, sex (including pregnancy, childbirth, or related medical condition), creed, national origin, color, disability as defined by law, disabled veteran status, Vietnam veteran status, religion, age (40 and above), medical condition (cancer-related), marital status, ancestry, or sexual orientation. Employment actions to which this provision applies shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; or in terms, conditions or privileges of employment, and selection for training. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, the provisions of this nondiscrimination clause.
- 12.9. **Waiver.** No provision, covenant, or condition of this Agreement shall be deemed to have been waived by Agency or Consultant unless in writing signed by one authorized to bind the party asserted to have consented to the waiver. The waiver by Agency or Consultant of any breach of any provision, covenant, or condition of this Agreement shall not be deemed to be a waiver of any subsequent breach of the same or any other provision, covenant, or condition.

- 12.10. **Excused Failure to Perform.** Consultant shall not be liable for any failure to perform if Consultant presents acceptable evidence, in Agency's sole judgment, that such failure was due to causes beyond the control and without the fault or negligence of Consultant.
- 12.11. **Remedies Non-Exclusive.** Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance from the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any or all of such other rights, powers or remedies.
- 12.12. **Attorneys' Fees.** If legal action shall be necessary to enforce any term, covenant or condition contained in this Agreement, the prevailing party shall be entitled to an award of reasonable attorneys' fees and costs expended in the action.
- 12.13. **Venue.** The venue for any litigation shall be the Superior Court of California for the County of San Joaquin and Consultant hereby consents to jurisdiction in that court for purposes of resolving any dispute or enforcing any obligation arising under this Agreement.
- 12.14. **Counterparts; Electronic Signatures.** This Agreement may be signed in one or more counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same instrument. The parties acknowledge and agree that this Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed or emailed versions of an original signature, electronically scanned and transmitted versions (e.g., via pdf) of an original signature, or a digital signature.

AMENDMENT NO. I TO THE MASTER SERVICES AGREEMENT
FOR CONSULTANT SERVICES

(San Joaquin Area Flood Control Agency/Condor Earth Technologies Inc.)

This Amendment No. 01 to Master Services Agreement No: MSA2425-11 is made and entered on 05/27/2026 by and between San Joaquin Area Flood Control Agency ("Agency") and Condor Earth Technologies Inc ("Consultant") (collectively, "parties"). The parties do hereby agree to modify the Agreement as follows:

1. **SECTION 4. COMPENTSATION.** Replace "\$100,000" with "\$500,000"

Except as expressly amended herein, all other terms and conditions of the original Agreement shall remain in full force and effect.

TO EFFECTUATE THIS AGREEMENT, the parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

“Agency”
San Joaquin Area Flood Control
Agency

“Consultant”
Condor Earth Technologies Inc

By: _____
Signature

By: _____
Signature

Printed: _____
Title: _____
Date: _____

Printed: _____
Title: _____
Date: _____

Approved as to form:

By: _____
Scott L. Shapiro,
Agency Counsel

Date: _____

RESOLUTION NO. SJAFCA 26-12

SAN JOAQUIN AREA
FLOOD CONTROL AGENCY

=====

AUTHORIZING THE EXECUTIVE DIRECTOR TO AMEND EXISTING MASTER SERVICES AGREEMENT WITH CONDOR TECHNOLOGIES, INC.

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

1. Approves an amendment to the Master Services Agreement with Condor Earth Technologies, Inc. to increase the not-to-exceed amount from \$100,000 to \$500,000.
2. Authorizes the Executive Director to execute the amendment and any related documents, and to extend the term of the agreement as necessary to complete the required work.
3. Finds that this action is in the best interest of the Agency to maintain project continuity and support ongoing environmental compliance efforts.

PASSED, APPROVED AND ADOPTED this 11th day of June 2026.

Michael Blower, Chair
of the San Joaquin Area
Flood Control Agency

ATTEST:

DARREN SUEN, 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

Agenda Item 5.3

June 11, 2026

TO: San Joaquin Area Flood Control Agency Board of Directors

FROM: Darren Suen, Executive Director

SUBJECT: **AUTHORIZE THE EXECUTIVE DIRECTOR TO AMEND THE EXISTING MASTER SERVICES AGREEMENT WITH GEI CONSULTANTS, INC FOR SECTION 203 (WRDA 1986) SERVICES**

RECOMMENDATION

Authorize the Executive Director to amend the existing Master Services Agreement (MSA) with GEI Consultants, Inc. to increase the not-to-exceed (NTE) amount for various consulting services including water resource plan formulation services under WRDA 1986, Section 203 to \$5,000,000 for the Lathrop-Manteca (Mossdale) area.

BACKGROUND

On February 12, 2026, SJAFCA Board of Directors authorized the Executive Director to take appropriate actions and execute any professional services agreements with consultants to commence, complete, and submit a Section 203 Study. Under the existing MSA, GEI Consultants, Inc are working to review existing technical products and engaging with federal and state partners in preparation for the Section 203 study effort.

ANALYSIS

The cost to perform work and develop the Section 203 Study is beyond the original MSA contract capacity, which was executed before SJAFCA considered developing a Section 203 Study. The requested amendment will increase the total contract authority to \$5,000,000 to account for the estimated \$3,900,000 study cost, consistent with previous Board action.

GEI Consultants, Inc, was awarded this work in a competitive selection process earlier this year and this action approved the necessary MSA amendment.

FISCAL IMPACT

The amendment will increase the MSA contract amount to \$5,000,000. There is adequate budget to accommodate this increase.

ALTERNATIVES

The Board could choose not to increase the MSA amount or increase to a lesser amount. However, this would halt the work on or delay the completion of the Section 203 Study.

CONCLUSION

Approving the amendment will ensure continuity of critical services and provide sufficient capacity to delivery ongoing and future projects efficiently.

AGENDA ITEM 5.3

Prepared by: Ryan Curry



APPROVED:
DARREN SUEN, PE
EXECUTIVE DIRECTOR

Attachments

1. GEI Consultants MSA
2. GEI Consultants Amendment draft
3. Resolution 26-12 Authorizing the Executive Director to Amend Existing Master Services Agreement with Condor Technologies, Inc.

**MASTER SERVICES AGREEMENT
FOR CONSULTANT SERVICES**

(San Joaquin Area Flood Control Agency / *GEI Consultants*)

This PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into by and between the San Joaquin Area Flood Control Agency, a joint powers agency (“Agency”), and **GEI Consultants, a CA Corporation** (“Consultant”) (collectively, “parties”).

1. **CONTEXT:** Agency has determined that it requires the professional services identified in Attachment 1 from Consultant. Consultant represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, Agency and Consultant agree as follows:

2. **TERM.** The term of this Agreement shall be from the date of execution until June 30th, 2026, unless otherwise terminated by the Agency as allowed below, and may be renewed by the Agency subject to re-negotiation by the parties for additional periods.
3. **CONSULTANT’S SERVICES.** Consultant has been selected for this Agreement which is intended to be a Master Services Agreement. Under this Agreement the Agency may issue to Consultant one or more task orders, each of which shall be considered a Scope of Services and incorporated herein by this reference once agreed to by the Consultant and the Agency. No work shall be permitted outside the scope of the issued approved Task Orders. Consultant shall not receive any compensation for the development of a scope. Attachment 1 provides a high-level and generalized Scope of Services which shall be deemed amended with the issuance of any Task Order agreed to by the Consultant. Agency shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the Parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement.

SECTION 1090 PROTECTIONS: [1] Consultant’s duties and services under this Agreement shall not include preparing or assisting the Agency with any portion of the Agency’s preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the Agency for any services which Consultant would apply. [2] The Agency entering into this Agreement shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of the work to be performed under this Agreement. [3] Consultant’s participation in the planning,

discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. [4] Consultant shall cooperate with the Agency to ensure that all bidders for a subsequent contract on any subsequent phase have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by Consultant pursuant to this agreement.

4. **COMPENSATION.** Compensation under this Agreement shall not exceed \$2,000,000. Consultant's compensation rates are set forth in the fee schedule attached hereto as Attachment 2, incorporated herein by this reference, which shall be referred to as the Approved Fee Schedule. Agency agrees to compensate Consultant for the services provided under this Agreement and Consultant agrees to accept payment in accordance with the Approved Fee Schedule in full satisfaction for such services. No changes shall be made to the Approved Fee Schedule without a written amendment to this Agreement.
5. **GENERAL PROVISIONS.** The general provisions set forth in Attachment 3 are part of this Agreement, and incorporated herein. In the event of any inconsistency between the general provisions and any other terms or conditions of this Agreement, the other term or condition shall control insofar as it is inconsistent with the general provisions.
6. **AGREEMENT ADMINISTRATION.** The Agreement Administrator for this Agreement on behalf of the Agency will be the Executive Director or any of the Agency Designees. The Agreement Administrator shall be the principal point of contact. Agency reserves the right to change this designation upon written notice to Consultant.
7. **NOTICES.** Any notices or reports required by this Agreement shall be deemed received on: (i) the day of delivery if delivered by hand, facsimile or overnight courier service during Consultant's and Agency's regular business hours; or (ii) on the third business day following deposit in the United States mail if delivered by mail, postage prepaid, to the addresses listed below (or to such other addresses as the parties may, from time to time, designate in writing); or (iii) the day of delivery if emailed to the email address listed below and simultaneously deposited in the U.S. mail, postage prepaid, to the address(es) listed below (or to such other addresses as the parties may, from time to time, designate in writing).

If to Agency:

Darren Suen
Executive Director
San Joaquin Area Flood Control Agency
2800 W. March Lane Suite 200
Stockton, CA 95219
Telephone: 209-415-2820
Email: Darren.Suen@sjafca.org

If to Consultant:

Mike Cornelius
Principal-in-Charge
GEI Consultants
11010 White Rock Road, Suite 200,
Rancho Cordova, CA 95670
Telephone: 916-631-4558
Email: mcornelius@geiconsultants.com

*Bill and invoices shall be deemed received on the date of delivery if emailed to invoices@sjafca.org. Noticing requirements in this section can be modified from time to time by mutual agreement of the parties in in writing, without formally modifying this agreement.

TO EFFECTUATE THIS AGREEMENT, the parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

“Agency”

San Joaquin Area Flood Control Agency

By:



Signature

Printed: Darren Suen

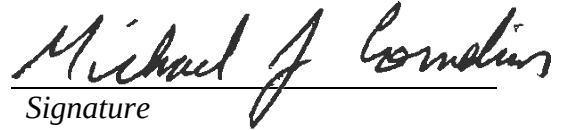
Title: Executive Director

Date: 2/20/2025

“Consultant”

GEI Consultants

By:



Signature

Printed: Michael J. Cornelius

Title: Vice President

Date: April 10, 2025

Approved as to form:

By:



Scott L. Shapiro,
Agency Counsel

Date: 2/20/2025

Attachment 1

(Scope of Services)

Planning and Plan Formulation:

1. Conduct multi-disciplinary facilitation and coordination
2. Conduct concept brainstorming, formulation and development, concept trade-off analyses
3. Develop, compare and evaluate project alternatives development
4. Prepare Cost-Benefit analysis (quantitative and qualitative)
5. Conduct Economic analysis
6. Prepare, review or assist in the preparation of grant/ project funding agreements, or project partnership agreements
7. Recommend multi-benefit features
8. Assist and facilitate selection of recommended plans
9. Perform Project Management and Program Management
10. Perform other planning and plan formulation duties as assigned

Civil Engineering

1. Conduct project feasibility studies and investigations
2. Prepare preliminary or conceptual designs
3. Identify and design project features, including borrow sites, access ramps, flood channel realignments/ restorations, setback levee designs, water control structures, erosion protection/ control features, haul route configurations, traffic control plans, stormwater pollution prevention plans, utility relocations
4. Perform other civil engineering duties as assigned

Geology and Geotechnical Engineering

1. Review subsurface data and literature
2. Perform soil sampling, testing and determination of soil classifications
3. Perform geotechnical analysis, including but not limited to seepage analysis, borrow site suitability analysis, erosion analysis, retaining wall designs
4. Prepare geotechnical design documents
5. Provide as-needed coordination with other project disciplines with internal and external project team members
6. Engineering support during bidding and construction (including submittal review/ response, Request for information review/ response)
7. Perform constructability reviews and pre-post bid analyses
8. Prepare project documentation, including pre- and post-construction documentation
9. Manage project delivery and interdisciplinary integration
10. Perform other geology and geotechnical engineering duties as assigned

Hydrology and Hydraulic Engineering

1. Conduct hydraulic modeling and studies, including but not limited to riverine hydraulic analysis, hydraulic design, water surface profile calculations, erosion analysis, wind-wave modeling
2. Conduct or support Urban Levee Design Criteria (ULDC) accrediting and FEMA remapping
3. Provide as-needed coordination with other project disciplines with internal and external project team members
4. Hydraulic and Hydrologic (H&H) support during bidding and construction (including submittal review/ response, request for information review/ response)
5. Manage project delivery and interdisciplinary integration
6. Perform other H&H analysis & duties as assigned

Environmental Planning and Permitting

1. Prepare environmental documents (CEQA/ NEPA)
2. Evaluate project mitigation needs and compliance requirements
3. Conduct restoration designs
4. Consult, coordinate, and support negotiations with various resource agencies and stakeholders
5. Provide permitting, permit compliance, and monitoring support
6. Provide other environmental support/ monitoring services such as biological surveys, tree surveys (arborists), cultural surveys
7. Provide as-needed coordination with other project disciplines with internal and external project team members
8. Environmental support during bidding and construction (including submittal review/ response, request for information review/ response)
9. Manage project delivery and interdisciplinary integration
10. Conduct other environmental planning and engineering duties as assigned

Program Management, Facilitation & Staff Augmentation

1. Provide as-needed coordination with other project disciplines with internal and external project team members
2. Provide as-needed support staffing on various flood risk reduction projects
3. Manage project delivery and interdisciplinary integration
4. Provide outreach services, advocacy services and facilitation services
5. Conduct grant research and writing and subsequent project management and/ or reporting if needed.
6. Develop multi-agency funding proposals and agreements and provide subsequent project management and/or reporting if needed.
7. Preparation of meeting agenda/ notes and coordination of meeting locations and logistics
8. Assist the agency with strategic planning
9. Conduct other project management, facilitation and staff augmentation duties as assigned

Attachment 2
(Consultant Compensation Rates)

FEE SCHEDULE AND PAYMENT TERMS - ENVIRONMENTAL



FEE SCHEDULE

<u>Personnel Category</u>	<u>Hourly Billing Rate</u> \$ per hour
Staff Professional – Grade 1	\$ 104
Staff Professional – Grade 2	\$ 123
Project Professional – Grade 3	\$ 136
Project Professional – Grade 4	\$ 165
Senior Professional – Grade 5	\$ 189
Senior Professional – Grade 6 (Low)	\$ 216
Senior Professional – Grade 6 (High)	\$ 237
Senior Professional – Grade 7	\$ 279
Senior Consultant – Grade 8 (Low)	\$ 235
Senior Consultant – Grade 8 (High)	\$ 325
Senior Consultant – Grade 9	\$ 323
Senior Principal – Grade 10	\$ 325

Senior Drafter and Designer	\$ 167
Drafter / Designer and Senior Technician	\$ 136
Field Professional	\$ 124
Technician, Word Processor, Administrative Staff	\$ 98
<u>Office Aide</u>	<u>\$ 97</u>

These rates are billed for both regular and overtime hours in all categories.

Rates will increase up to 5% annually, at GEI's option, for all contracts that extend beyond twelve (12) months after the date of the contract. Rates for Deposition and Testimony are increased 1.5 times.

OTHER PROJECT COSTS

Subconsultants, Subcontractors and Other Project Expenses - All costs for subconsultants, subcontractors and other project expenses will be billed at cost plus a 5% service charge. Examples of such expenses ordinarily charged to projects are subcontractors; subconsultants: chemical laboratory charges; rented or leased field and laboratory equipment; outside printing and reproduction; communications and mailing charges; reproduction expenses; shipping costs for samples and equipment; disposal of samples; rental vehicles; fares for travel on public carriers; special fees for insurance certificates, permits, licenses, etc.; fees for restoration of paving or land due to field exploration, etc.; state and local sales and use taxes and state taxes on GEI fees. The 5% service charge will not apply to GEI-owned equipment and vehicles or in-house reproduction expenses.

Field and Laboratory Equipment Billing Rates – GEI-owned field and laboratory equipment such as pumps, sampling equipment, monitoring instrumentation, field density equipment, portable gas chromatographs, etc. will be billed at a daily, weekly, or monthly rate, as needed for the project. Expendable supplies are billed at a unit rate.

Transportation and Subsistence - Automobile expenses for GEI or employee-owned cars will be charged at the rate per mile set by the Internal Revenue Service for tax purposes plus tolls and parking charges or at a day rate negotiated for each project. When required for a project, four-wheel drive vehicles owned by GEI or the employees will be billed at a daily rate appropriate for those vehicles. Per diem living costs for personnel on assignment away from their home office will be negotiated for each project.

PAYMENT TERMS

Invoices will be submitted monthly or upon completion of a specified scope of service, as described in the accompanying contract (proposal, project, or agreement document that is signed and dated by GEI and CLIENT).

Interest will accrue at the rate of 1% of the invoice amount per month, for amounts that remain unpaid more than 30 days after the invoice date. All payments will be made by either check or electronic transfer to the address specified by GEI and will include reference to GEI's invoice number.

FEE SCHEDULE

<u>Personnel Category</u>	<i>Hourly Billing Rate</i> <u>\$ per hour</u>
Staff Professional – Grade 1	\$ 148
Staff Professional – Grade 2	\$ 164
Project Professional – Grade 3	\$ 180
Project Professional – Grade 4	\$ 200
Senior Professional – Grade 5	\$ 237
Senior Professional – Grade 6	\$ 270
Senior Professional – Grade 7	\$ 321
Senior Consultant – Grade 8	\$ 359
Senior Consultant – Grade 9	\$ 438
Senior Principal – Grade 10	\$ 438

Senior Drafter and Designer	\$ 180
Drafter / Designer and Senior Technician	\$ 164
Field Professional	\$ 134
Technician, Word Processor, Administrative Staff	\$ 133
Office Aide	\$ 104

These rates are billed for both regular and overtime hours in all categories.

Rates will increase up to 5% annually, at GEI's option, for all contracts that extend beyond twelve (12) months after the date of the contract. Rates for Deposition and Testimony are increased 1.5 times.

OTHER PROJECT COSTS

Subconsultants, Subcontractors and Other Project Expenses - All costs for subconsultants, subcontractors and other project expenses will be billed at cost plus a 5% service charge. Examples of such expenses ordinarily charged to projects are subcontractors; subconsultants: chemical laboratory charges; rented or leased field and laboratory equipment; outside printing and reproduction; communications and mailing charges; reproduction expenses; shipping costs for samples and equipment; disposal of samples; rental vehicles; fares for travel on public carriers; special fees for insurance certificates, permits, licenses, etc.; fees for restoration of paving or land due to field exploration, etc.; state and local sales and use taxes and state taxes on GEI fees. The 5% service charge will not apply to GEI-owned equipment and vehicles or in-house reproduction expenses.

Field and Laboratory Equipment Billing Rates – GEI-owned field and laboratory equipment such as pumps, sampling equipment, monitoring instrumentation, field density equipment, portable gas chromatographs, etc. will be billed at a daily, weekly, or monthly rate, as needed for the project. Expendable supplies are billed at a unit rate.

Transportation and Subsistence - Automobile expenses for GEI or employee owned cars will be charged at the rate per mile set by the Internal Revenue Service for tax purposes plus tolls and parking charges or at a day rate negotiated for each project. When required for a project, four-wheel drive vehicles owned by GEI or the employees will be billed at a daily rate appropriate for those vehicles. Per diem living costs for personnel on assignment away from their home office will be negotiated for each project.

PAYMENT TERMS

Invoices will be submitted monthly or upon completion of a specified scope of service, as described in the accompanying contract (proposal, project, or agreement document that is signed and dated by GEI and CLIENT).

Interest will accrue at the rate of 1% of the invoice amount per month, for amounts that remain unpaid more than 30 days after the invoice date. All payments will be made by either check or electronic transfer to the address specified by GEI and will include reference to GEI's invoice number.

Attachment 3
(GENERAL PROVISIONS)

1. PERFORMANCE BY THE CONTRACTOR

- 1.1. **Coordination with Agency.** In performing services under this Agreement, Consultant shall coordinate all contact with Agency through its Agreement Administrator.
- 1.2. **Scope.** Consultant shall not be reimbursed for any expenses incurred for work performed outside the Scope of Services unless prior approval is given by the Agency through an executed amendment. If the Consultant is of the opinion that any work it has been directed to perform is beyond the scope of this Agreement and constitutes extra work, it shall promptly notify the Agency of the fact. The Agency shall determine whether or not such work is, in fact, beyond the scope of this Agreement and constitutes extra work. In the event that the Agency determines that such work does constitute extra work, it shall provide extra compensation to the Consultant on a fair and equitable basis based upon a Supplemental Agreement providing for such compensation for extra work. In the event Agency determines that such work does not constitute extra work, Consultant shall not be paid extra compensation. Any decision by the Board of Directors' or Executive Director shall be final.
- 1.3. **Budgetary Notification.** Consultant shall notify the Agreement Administrator, in writing, when fees and expenses incurred under this Agreement have reached eighty percent (80%) of the maximum amount or within 90 days from date of contract expiration, whichever comes first. Consultant shall concurrently inform the Agreement Administrator, in writing, of Consultant's estimate of total expenditures required to complete its current assignments.
- 1.4. **Professional Standards.** Consultant shall perform all work to the standards of Consultant's profession and in a manner in accordance with generally accepted professional practices and standards as well as the requirements of applicable federal, state and local laws. Consultant represents and warrants to Agency that (a) it has all licenses, permits, qualifications, insurance and approvals of whatever nature, including business license, which are required for Consultant to practice its profession, and (b) it shall, at its sole cost, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, insurance and approvals which are legally required for Consultant to practice its profession.
- 1.5. **Conflicts.** Consultant represents that it has no known relationships with third parties, the Board of Directors, or employees of Agency which would (1) present a conflict of interest with the rendering of services under this Agreement under California Government Code Section 1090, the Political Reform Act (Government Code Section 81000 *et seq.*), or other applicable law, (2) prevent Consultant from performing the terms of this Agreement, or (3) present a significant opportunity for the disclosure of confidential information. During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working

when this Agreement became effective if such work would present a conflict interfering with performance under this Agreement. However, Agency may consent in writing to Consultant's performance of such work.

- 1.6. **Appropriate Personnel.** Consultant has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. Consultant's project administrator shall be identified in the Scope of Services and shall have direct responsibility for management of Consultant's performance under this Agreement. No change shall be made in Consultant's project administrator without Agency's prior written consent. Any persons named in the proposal or Scope of Services constitutes a promise to the Agency that those persons will perform and coordinate their respective services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of Agency. If Agency and Consultant cannot agree as to the substitution of key personnel, Agency may terminate this Agreement for cause.
- 1.7. **Notification of Organizational Changes.** Consultant shall notify the Agreement Administrator, in writing, of any change in name, ownership, or control of Consultant's firm or of any changes for any subconsultant. Change of ownership or control of Consultant's firm may require an amendment to this Agreement.
- 1.8. **Inspections.** Agency or authorized representatives of the Agency shall have the right to inspect the work of Consultant whenever such representatives deem such inspection to be desirable or necessary. Inspections by the Agency do not in any way relieve or minimize the responsibility of Consultant to conduct any inspections Consultant has agreed to perform pursuant to this Agreement.
- 1.9. **Records.** Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to Agency under this Agreement for a minimum of three years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement. All such documents shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of Agency. In addition, pursuant to California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds ten thousand dollars, all such documents and this Agreement shall be subject to the examination and audit of the State Auditor, at the request of Agency or as part of any audit of Agency, for a period of three years after final payment under this Agreement.
- 1.10. **Agency Cooperation in Performance.** Agency shall provide Consultant with all pertinent data, documents and other requested information as is reasonably available for the proper performance of Consultant's services under this Agreement.

2. SUBCONTRACTING AND ASSIGNMENT

- 2.1. **General Prohibition of Assignment.** Except as otherwise provided herein, Consultant shall not assign or transfer its interest in this Agreement or subcontract any services to be performed without amending this Agreement.
- 2.2. **Subconsultant's Fees.** All subconsultants shall be specifically listed and their billing rates identified in the Approved Fee Schedule contained in Attachment 2. Agency shall pay Consultant for work performed by its subconsultants, if any, only at Consultant's actual cost plus an approved mark-up as set forth in the Approved Fee Schedule. Consultant shall be solely liable and accountable for any and all payments, compensation, and federal and state taxes to all subconsultants performing services under this Agreement.

3. ADDITIONAL COMPENSATION PROVISIONS

- 3.1. **Invoices.** Consultant shall submit to Agency an invoice, on a monthly basis or as otherwise agreed to by the Agreement Administrator, for services performed pursuant to this Agreement. Each invoice shall identify the Maximum Amount, the services rendered during the billing period, the amount due for the invoice, and the total amount previously invoiced. All labor charges shall be itemized by employee name and classification or position with the firm, the corresponding hourly rate, the hours worked, a description of each labor charge, and the total amount due for labor charges.
- 3.2. **Taxes.** Agency shall not calculate, pay, or withhold applicable taxes or other payroll deductions from payments made to Consultant except as otherwise required by law.
- 3.3. **Disputes.** The parties agree to meet and confer at mutually agreeable times to resolve any disputed amounts contained in an invoice submitted by Consultant. Notwithstanding any other terms of this Agreement, no payments shall be made to Consultant until Agency is satisfied that the services are satisfactory. If Consultant fails to satisfy an indemnity obligation under this Agreement, Agency shall have the right to withhold payments under this Agreement to offset that amount.
- 3.4. **Expense Reimbursement.** Consultant shall not be reimbursed for any expenses unless (i) provided for in this Agreement explicitly, including through inclusion in the Scope of Services, or (ii) authorized in writing by Agency in advance of the Contractor incurring the expense. Consultants may not request expense reimbursement for auto mileage exceeding the current Federal and State rates or for a mark-up exceeding 5% of actual cost. To the extent that this Agreement is funded in part by funds received by Agency from another agency, or to the extent that the services to be provided under this Agreement are in support of a project being advanced by the U.S. Army Corps of Engineers or other agency, Consultant is advised to ensure that all expenses incurred by the Consultant are incurred consistent with the rules and regulations of the other partner agency, as those rules and regulations shall explicitly apply to expenses incurred by Contractor. Upon request, SJAFCA shall provide the Consultant a copy of

any agreement with external entities which may affect expense reimbursement by the Consultant under this Agreement.

4. **PREVAILING WAGES.** Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on certain “public works” and “maintenance” projects. This Agreement is subject to Prevailing Wage Laws, for all work performed under this Agreement for which the payment of prevailing wage is required by those laws. Consultant shall defend, indemnify, and hold the Agency, its elected officials, officers, employees, and agents free and harmless from any claim or liability arising out of any failure or alleged failure of Consultant to comply with the Prevailing Wage Laws.
5. **OWNERSHIP OF WRITTEN PRODUCTS.** All reports, documents, or other written material, including without limitation copies thereof, digital originals, and digital copies (“written products” herein) developed by Consultant in the performance of this Agreement shall be and remain the property of Agency without restriction or limitation upon its use or dissemination by Agency except as provided by law. Consultant may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by Consultant. Any use of written products by SJAFCFA for purposes other than those described in the agreement or subsequent Task Orders shall be at SJAFCFA’s sole risk and without liability to the CONSULTANT.

6. RELATIONSHIP OF PARTIES

- 6.1. **General.** Consultant is, and shall at all times remain as to Agency, a wholly independent contractor. As an independent contractor, Consultant shall be responsible for all reports and obligations. Consultant shall have no power to incur any debt, obligation, or liability on behalf of Agency or otherwise to act on behalf of Agency as an agent. Consultant, its officers, employees and agents shall not have any power to bind or commit the Agency to any decision or course of action, and Consultant, its officers, employees and agents shall not represent to any person or party that it or they are acting as agents of the Agency or that it or they have the power to bind or commit the Agency.

7. INSURANCE

- 7.1. **Insurance Required.** Consultant shall maintain insurance as described in this Section 7 and shall require all of its subconsultants to do the same. Agency has no obligation and Consultant shall be responsible for all premiums and deductibles in all of Consultant’s insurance policies. For purposes of this Section 7, “Consultant” shall include Consultant, its officers, employees, agents, or subconsultants, or anyone directly or indirectly employed by either Consultant or its subconsultants, in the performance of this Agreement. “Agency” shall include Agency, its Board of Directors, agents, and employees.

7.2. **Documentation of Insurance.** Agency will not execute this Agreement until it has received a complete set of all required documentation of insurance coverage. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide the required insurance and the required documentation. Consultant shall file with Agency:

- Certificate of Insurance with a Best's Rating of no less than A; provided that if Consultant can make a good faith showing that A ratings are not available for the service to be provided, then Agency may accept a rating no lower than B.
- Copy of the entire insurance policy and the Declarations page.
- Current endorsements showing coverage for all policies required by this Agreement.

7.3. **Coverage and Deductibles.** Insurance coverage shall be at least in the following minimum amounts:

Professional Liability Insurance:	\$1,000,000 per claim/occurrence \$2,000,000 aggregate
General Liability:	\$2,000,000 per person per occurrence \$4,000,000 aggregate \$2,000,000 Products Comp/Op Aggregate \$1,000,000 Personal & Advertising Injury \$ 50,000 Fire Damage (any one fire) \$ 5,000 Medical Expense (any 1 person)
Workers' Compensation:	\$1,000,000 EL Each Accident \$1,000,000 EL Disease - Policy Limit \$1,000,000 EL Disease - Each Employee
Automobile Liability	\$1,000,000 Any vehicle, combined single limit

Any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements or limits shall be available to the additional insured. Furthermore, the requirements for coverage and limits shall be the greater of (1) the minimum coverage and limits specified in this Agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured. Consultant must disclose all deductibles and self-insured retention amounts to the Agency. The Agency may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within retention amounts. The amount of deductibles for insurance coverage required herein are subject to Agency's approval.

7.4. **Worker's Compensation Insurance.** Consultant is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to carry Workers' Compensation (or to undertake equivalent self-insurance), and Consultant will comply with such provisions before commencing the performance of the work of this Agreement. If such insurance is underwritten by any insurance company other than the

State Compensation Fund, such insurance company shall be a company authorized to do business in the State of California. If any class of employees engaged in work under this contract at the site of the Project is not protected under any Worker's Compensation law, Consultant shall provide for itself and shall cause each subconsultant to provide adequate insurance for the protection of employees not otherwise protected. Consultant shall indemnify and hold harmless Agency for any damage resulting from failure of either Consultant or any subconsultant to take out or maintain such insurance.

7.5. **Professional Liability Insurance or Errors & Omissions Coverage.**

The amount of the deductible or self-insured retention shall not exceed \$50,000 without written permission from the Agency. If the insurance coverage is on a Claims-Made Basis, the retroactive date shall be no later than the commencement of the work. Such Coverage shall be maintained for three years after acceptance of the work under this Agreement. By one of the following: (1) renewal of the existing policy; (2) procurement of an extended reporting period; or (3) procurement of replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.

7.6. **Additional Insured Endorsements.** The Agency must be endorsed as additional insured for each policy required under this Section 7, other than Professional Errors and Omissions and Worker's Compensation, for liability arising out of ongoing and completed operations by or on behalf of the Consultant.

7.7. **Failure to Maintain Coverage.** In the event any policy is canceled, rescinded, lapses, terminates, or changes prior to the completion of the project and the Consultant does not furnish a new certificate of insurance prior to cancellation, Agency has the right, but not the duty, to obtain the required insurance and deduct the premium from any amounts due the Consultant under this Agreement. Failure of the Consultant to maintain the insurance required by this Agreement, or to comply with any of the requirements of this Section, shall constitute a material breach of this Agreement.

7.8. **Notices.** Consultant shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; (3) or the deductible or self-insured retention is increased. Consultant shall provide no less than 30 days' notice of any cancellation or material change to policies required by this Agreement. Consultant shall provide proof that cancelled or expired policies of insurance have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages. The name and address for Additional Insured Endorsements, Certificates of Insurance and Notices of Cancellation is: **San Joaquin Area Flood Control Agency**, Atten: Executive Director, , 2800 E March Lane Suite 200, Stockton, CA 95219

7.9. **Consultant's Insurance Primary.** The insurance provided by Consultant, including all endorsements, shall be primary to any coverage available to Agency and any

insurance or self-insurance maintained by Agency shall be in excess of Consultant's insurance.

- 7.10. **Waiver of Subrogation.** Consultant hereby waives all rights of subrogation against the Agency. Consultant shall additionally waive such rights either by endorsement to each policy or provide proof of such waiver in the policy itself.
- 7.11. **Report of Claims to Agency.** Consultant shall report to the Agency, in addition to the Consultant's insurer, any and all insurance claims submitted to Consultant's insurer in connection with the services under this Agreement.

8. INDEMNITY AND DEFENSE

- 8.1. **Definition.** For purposes of this Section 8, "Consultant" shall include Consultant, its officers, employees, agents, or subconsultants, or anyone directly or indirectly employed by either Consultant or its subconsultants, in the performance of this Agreement. "Agency" shall include Agency, its Board of Directors, agents, and employees
- 8.2. **Duty to Indemnify and Hold Harmless.** Consultant shall indemnify and hold harmless the Agency from any claims, demands, causes of action, costs, expenses, liability, injuries (personal, bodily, and property) and damages (collectively "Claims") sought against Agency to the extent they arise out of, pertain to, or relate to are caused by the negligence, recklessness, or willful misconduct of the Consultant. Consultant agrees to include this duty to indemnify and hold harmless in any agreement executed with a subconsultant.
- 8.3. **Duty to Defend.** Consultant shall also defend the Agency against such Claims if the Agency (1) provides advance and prompt written notice to the Consultant regarding the Claims for which Agency is seeking a defense, and (2) meets and confers in good faith with Consultant and/or Consultant's insurance company representative in advance of any election by it to conduct its own defense. The defense required by this clause shall not extend to Claims (1) solely caused by the negligence or willful misconduct of the Agency, (2) where the Agency enters into and/or pays a settlement with the claimant(s) without advance notice to the Consultant, (3) where the Agency elects to conduct its own defense and the attorneys' fees and litigation expenses it incurs are not reasonable and necessary, and/or (4) where the Agency does not elect to conduct its own defense but incurs separate attorneys' fees and costs for which it seeks payment or reimbursement. Consultant agrees to include this duty to defend in any agreement executed with a subconsultant; however, Subconsultant's obligation to defend any indemnified parties from claims covered by professional liability shall mean subconsultant's legal obligation is to reimburse the indemnified parties for their reasonable defense costs to the extent caused by subconsultant's negligence.

8.4. **Consultant Cooperation in Defense of Claims.** If any claim or action is brought against Agency relating to Consultant's performance in connection with this Agreement, Consultant shall render any reasonable assistance that Agency may require in the defense of that claim or action. Agency agrees to pay Consultant for such assistance (at its standard rates), unless there is an allegation that the claim or action arises out of or results from Consultant's performance of, or failure to perform, services under this Agreement.

8.5. **Non-Impact of Insurance on Duties Indemnify and Defend.** Consultant's duties to indemnify and defend Agency under this Agreement shall not be limited by the insurance requirements in Section 7. Agency does not waive any indemnity rights by accepting any insurance policy or certificate required pursuant to this Agreement.

9. **SURVIVING COVENANTS.** The parties agree that the covenants contained in the provisions on Records, Insurance including Claims-Based Policies, Duty of Indemnification, Duty of Defense, Consultant Cooperation in Defense of Claims, Confidentiality shall survive the expiration or termination of this Agreement, subject to the provisions and limitations of this Agreement and all otherwise applicable statutes of limitations and repose.

10. TERMINATION

10.1. **Agency Termination.** The Agency may, in its sole and unfettered discretion and without cause, terminate this Agreement at any time prior to completion by Consultant of the services required. Notice of Termination of this Agreement shall be given consistent with this Agreement and shall be immediately effective. In such circumstances, the Consultant shall be compensated only for all work satisfactorily performed prior to time of receipt of termination notice, and shall be compensated for materials ordered by the Consultant or services of others ordered by the Consultant prior to receipt of Notice of Termination whether or not such materials or final instruments of services have actually been delivered, provided that the Consultant or its employees are not able to cancel such orders for materials or services of others.

10.2. **Consultant Termination.** Consultant may terminate this Agreement upon thirty days written notice to the Agency only for good cause. Consultant's written notice of termination shall contain a full explanation of the facts and circumstances constituting good cause. In the event of termination, all notes, sketches, computations, drawings and specifications, or other data, whether complete or not, produced through the time of the Agency's last payment shall be relinquished to the Agency. The Agency may, at its own expense, make copies or extract information from any such notes, sketches, computations, drawings, and specifications, or other data whether complete or not.

10.3. **Consultant Failure to Perform.** Should the Consultant fail to perform any of its obligations hereunder, within the time and in the manner provided, with a reasonable opportunity to cure, or otherwise violate any of the terms of this Agreement, the Agency may terminate this Agreement by giving written notice of such termination, stating the reasons for such termination in such event. Consultant shall be compensated

as above, provided, however, there shall be deducted from such amount the amount of damage if any, sustained by Agency by virtue of the Consultant's breach of this Agreement.

- 10.4. **Remedies.** Agency retains any and all available legal and equitable remedies for Consultant's breach of this Agreement.

11. INTERPRETATION OF AGREEMENT

- 11.1. **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of California.
- 11.2. **Integration.** In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between Agency and Consultant with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the parties.
- 11.3. **Headings.** The headings and captions in this Agreement are descriptive only and for convenience in reference to this Agreement.
- 11.4. **Pronouns.** Plural pronouns shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution.
- 11.5. **Severability.** If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to the extent necessary to, cure such invalidity or unenforceability, and shall be enforceable in its amended form. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
- 11.6. **No Presumption Against Drafter.** Each party had an opportunity to consult with an attorney in reviewing and drafting this agreement. Any uncertainty or ambiguity shall not be construed for or against any party based on attribution of drafting.

12. OTHER PROVISIONS

- 12.1. **Confidentiality.** All data, documents, discussion, or other information developed or received by Consultant for performance of this Agreement are deemed confidential and Consultant shall not disclose it without prior written consent by Agency, which will not be unreasonably withheld.

- 12.2. **Amendment.** Amendments shall be effective and binding only if made in writing and executed by Agency and Consultant.
- 12.3. **Conflicts of Interest.** Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further agrees to file, or shall cause its employees or subconsultant to file, a Statement of Economic Interest with the Agency's Filing Officer if required under state law in the performance of the services. Consultant shall comply with any applicable disclosure provisions of Government Code section 84308 prior to and concurrent with Consultant's execution and performance of this Agreement.
- 12.4. **Non-assignment.** Consultant shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without Agency's prior written consent.
- 12.5. **Binding on Successors.** This Agreement shall be binding on the successors and assigns of the parties.
- 12.6. **No Third-Party Beneficiaries.** Except as expressly stated herein, there is no intended third-party beneficiary of any right or obligation assumed by the parties.
- 12.7. **Time of the Essence.** Time is of the essence for each and every provision of this Agreement. Consultant will be given enough time to work prudently and safely.
- 12.8. **Non-Discrimination.** Consultant shall not discriminate against any employee or applicant for employment because of race, sex (including pregnancy, childbirth, or related medical condition), creed, national origin, color, disability as defined by law, disabled veteran status, Vietnam veteran status, religion, age (40 and above), medical condition (cancer-related), marital status, ancestry, or sexual orientation. Employment actions to which this provision applies shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; or in terms, conditions or privileges of employment, and selection for training. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, the provisions of this nondiscrimination clause.
- 12.9. **Waiver.** No provision, covenant, or condition of this Agreement shall be deemed to have been waived by Agency or Consultant unless in writing signed by one authorized to bind the party asserted to have consented to the waiver. The waiver by Agency or Consultant of any breach of any provision, covenant, or condition of this Agreement shall not be deemed to be a waiver of any subsequent breach of the same or any other provision, covenant, or condition.

- 12.10. **Excused Failure to Perform.** Consultant shall not be liable for any failure to perform if Consultant presents acceptable evidence, in Agency's sole judgment, that such failure was due to causes beyond the control and without the fault or negligence of Consultant.
- 12.11. **Remedies Non-Exclusive.** Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance from the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any or all of such other rights, powers or remedies.
- 12.12. **Attorneys' Fees.** If legal action shall be necessary to enforce any term, covenant or condition contained in this Agreement, the prevailing party shall be entitled to an award of reasonable attorneys' fees and costs expended in the action.
- 12.13. **Venue.** The venue for any litigation shall be the Superior Court of California for the County of San Joaquin and Consultant hereby consents to jurisdiction in that court for purposes of resolving any dispute or enforcing any obligation arising under this Agreement.
- 12.14. **Counterparts; Electronic Signatures.** This Agreement may be signed in one or more counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same instrument. The parties acknowledge and agree that this Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed or emailed versions of an original signature, electronically scanned and transmitted versions (e.g., via pdf) of an original signature, or a digital signature.

AMENDMENT NO. I TO THE MASTER SERVICES AGREEMENT
FOR CONSULTANT SERVICES

(San Joaquin Area Flood Control Agency/ GEI Consultants)

This Amendment No. 01 to Master Services Agreement No: MSA2425-11 is made and entered on 05/27/2026 by and between San Joaquin Area Flood Control Agency ("Agency") and GEI Consultants ("Consultant") (collectively, "parties"). The parties do hereby agree to modify the Agreement as follows:

1. **SECTION 2. TERM.** Replace "June 30, 2026" with "June 30, 2027"
2. **SECTION 4. COMPENSATION.** Replace "\$2,000,000" with "\$5,000,000"
3. **SECTION 7. NOTICES.** Replace Agency's contact information with

Darren Suen
Executive Director
San Joaquin Area Flood Control Agency
2800 West March Ln. Suite 200
Stockton, CA 95219
Telephone: 209-451-2820
Email: Darren.Suen@sjafca.org

Except as expressly amended herein, all other terms and conditions of the original Agreement shall remain in full force and effect.

TO EFFECTUATE THIS AGREEMENT, the parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

"Agency"
San Joaquin Area Flood Control
Agency

"Consultant"
GEI Consultants

By: _____
Signature

By: _____
Signature

Printed: _____
Title: _____
Date: _____

Printed: _____
Title: _____
Date: _____

Approved as to form:

By:

Scott L. Shapiro,
Agency Counsel

Date:

RESOLUTION NO. SJAFCA 26-13

SAN JOAQUIN AREA
FLOOD CONTROL AGENCY

=====

**AUTHORIZING THE EXECUTIVE DIRECTOR TO AMEND EXISTING MASTER SERVICES
AGREEMENT WITH GEI CONSULTANTS, INC.**

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

1. Approves an amendment to the Master Services Agreement with Condor Earth Technologies, Inc. to increase the not-to-exceed amount from \$2,000,000 to \$5,000,000.
2. Authorizes the Executive Director to execute the amendment and any related documents, and to extend the term of the agreement as necessary to complete the required work.
3. Finds that this action is in the best interest of the Agency to maintain project continuity and support ongoing environmental compliance efforts.

PASSED, APPROVED AND ADOPTED this 11 day of JUNE 2026.

Michael Blower, Chair
of the San Joaquin Area
Flood Control Agency

ATTEST:

DARREN SUEN, 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

Agenda Item 6.1

June 11, 2026

TO: San Joaquin Area Flood Control Agency Board of Directors

FROM: Darren Suen PE, Executive Director

SUBJECT: **SAN JOAQUIN AREA FLOOD CONTROL AGENCY (SJAFCA) STRATEGIC
PLAN OVERVIEW**

RECOMMENDATION

Receive an informational briefing on SJAFCA Strategic Plan.

SUMMARY

The SJAFCA Strategic Plan continues to drive the organization's work and activities from which the FY26/27 budget was developed. This recent update adjusts for the current operations and simplifies the plan.

DISCUSSION

Executive Director will provide a brief presentation on the Strategic Plan.



STRATEGIC PLAN 2026

DRAFT



SAN JOAQUIN AREA
FLOOD CONTROL AGENCY

This page is intentionally left blank

DRAFT

Letter from the Chair of the Board of Directors for the San Joaquin Area Flood Control Agency

To our community and partners:

Flood risk affects real lives in the San Joaquin region – homes, families, and neighborhoods, local businesses, public services, and the critical infrastructure that supports our economy and way of life. SJAFCA exists to reduce that risk through regional coordination, long-term investment, and partnership-driven delivery.



This Strategic Plan sets a clear direction for the years ahead. It outlines the broad goals needed to reduce flood risk over time: delivering outcomes in North and Central Stockton and the Mossdale region; strengthening our flood system to perform reliably under changing conditions; leveraging state and federal funding while managing local resources responsibly; building partnerships that deliver results; and communicating with transparency so people understand what is being done and why.

Just as important as the goals are the principles that guide how we pursue them. As a public agency, we must be accountable, steward resources carefully, communicate clearly, and follow through on commitments - especially when tradeoffs are challenging.

Flood risk reduction is not a one-season effort. It takes years of planning, design, permitting, construction, and ongoing maintenance - along with the close cooperation of our partner agencies, stakeholders, and the public. We encourage you to stay informed, participate when opportunities are available, and support the long-term investments that make a safer region possible.

On behalf of the Board, thank you to the staff, member agencies, and partners who contributed to this plan. We are committed to pursuing these goals with the long-term focus and public trust the work demands.

Sincerely,

Michael Blower
Board Chair
San Joaquin Area Flood Control Agency

Letter from the Executive Director for the San Joaquin Area Flood Control Agency

SJAFCA's mission is clear: to reduce and manage flood risk across the San Joaquin region. This updated Strategic Plan sets a focused, practical framework for achieving that mission—prioritizing measurable outcomes, guided by shared values, and grounded in long-term resilience.



Our work is delivered through a coordinated portfolio of regional initiatives. Major efforts in North and Central Stockton like the Lower San Joaquin River Project and around the Cities of Lathrop and Manteca like the Mossdale Urban Flood Risk Reduction Project reflect the scale, partnerships, and sustained investment required to meaningfully reduce flood risk. Success depends on strong collaboration across jurisdictions, rigorous technical planning, and consistent funding. While our mission is simple, the work to achieve it is complex.

The goals in this plan define what we must accomplish: flood risk reduction projects that perform reliably over time and serve the region effectively in cooperation with our many partners. They emphasize accountability, transparency, and responsible financial stewardship, which is critical to maintaining public trust. While our mission remains unchanged from the 2022 Strategic Plan update, the goals have been modernized to reflect current realities and future priorities.

This plan also clearly articulates the values that guide our decisions. We defined what we stand for as an agency recognizing that values matter most when choices are difficult, whether balancing urgency with long-term performance, operating under funding constraints, or addressing competing regional needs. We are committed to stewardship, transparency, clarity, and follow-through, with public safety and long-term resilience at the core of every decision.

To our community, thank you for your continued trust and support. To our Board, staff, and partners, I am deeply grateful for your dedication to both the daily work and the major investments that make lasting progress possible. I look forward to continuing this collaboration as we deliver meaningful, durable flood protection for the region.

Darren Suen, P.E., PMP
Executive Director
San Joaquin Area Flood Control Agency

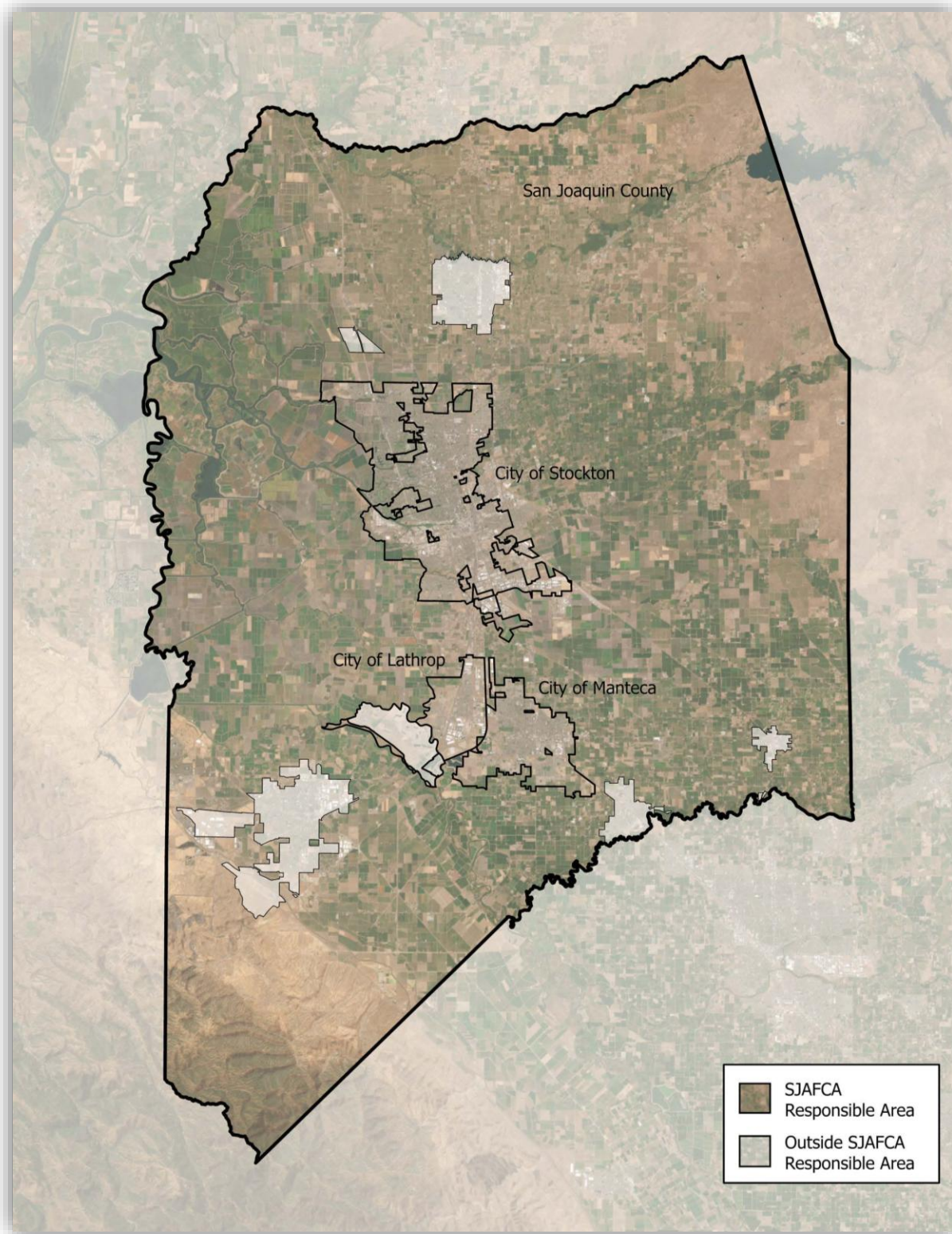


Figure 1: SJAFCA Boundary Map

Introduction

SJAFCA is updating its Strategic Plan to reaffirm the Agency’s core mission—**to reduce and manage the region’s flood risk**—and to ensure the plan remains a practical, durable and current guide for decision-making as conditions and standards continue to evolve.

This update builds on SJAFCA’s prior strategic planning efforts, including the Agency’s first Strategic Plan published in 2019 and subsequent refinements and updates in succeeding years. The fundamentals remain the same with flood risk reduction as the Agency’s focus.

The **values** describe “how” SJAFCA pursues its work—principles that shape behaviors, partnerships, and decisions, especially when tradeoffs are difficult. Values provide a consistent decision lens across topics such as transparency, funding stewardship, public communication, and partnership roles. This approach reflects the Agency’s longstanding emphasis that progress depends on clear communication and coordination, and that flood risk management is achieved through sustained collaboration rather than any single entity acting alone.

The **goals** in this Strategic Plan represent the Agency’s broad, long-term focus areas—the “what” of SJAFCA’s work. They are intended to guide priorities across SJAFCA’s programs, projects, and activities, provide clarity for partners and the public, and create a stable framework that remains relevant even as individual projects advance, new initiatives emerge, and external requirements change.

Consistent with prior plans, the goals are intentionally high-level so they can serve as an enduring guide while more detailed schedules and implementation steps are managed through separate work programs and budgeting cycles by the supporting project teams.

This update was developed through an engagement process designed to incorporate real-world staff experience and partner-facing needs. In facilitated discussions, staff emphasized a preference for a strategic plan that communicates purpose, direction, and principles.

Finally, SJAFCA’s work and success are inseparable from that of our partners. The Agency recognizes that reducing flood risk requires coordination across the region, including collaboration with community stakeholders, non-governmental organizations, cities, the County, local flood maintainers, resource agencies, and state and federal partners and of local flood agencies. These entities often provide the essential on-the-ground perspective that strengthens planning and delivery and ensures long-term reliability.

DRAFT

Mission Statement

REDUCE AND MANAGE THE REGION'S FLOOD RISK

The mission statement is a concise description of the Agency's overall charge. SJAFCA's primary focus is the delivery of capital projects that improve system performance, thereby reducing the frequency for flood events. Overall responsibility for reducing flood risk is shared with SJAFCA's member agencies and partners. Either with direct project delivery or as a critical partner, SJAFCA's mission is focused on flood risk reduction. This cannot be achieved without local, regional, state and federal entities, nor without engagement with the community. In many instances local flood agencies are the first line of defense and provide an invaluable, boots-on-the-ground perspective. Regional interests, such as upstream stakeholders, resource agencies, and the San Joaquin County, play important roles as do State and Federal agencies. SJAFCA, in some cases, will lead projects and programs but will also serve as support to other agencies that deliver flood risk reduction services.

Values

Public Safety

We center decisions on reducing flood risk to people, homes, businesses, and critical infrastructure; we communicate honestly about residual risk.

Resiliency Minded

We focus on long-term performance. We design solutions that remain reliable under changing conditions and adaptable as standards, risks, and information evolve.

Fiscal Responsibility

We manage funds and commitments responsibly, as a fiduciary, using local resources strategically and prioritizing long-term sustainability over short-term convenience.

Transparency

We operate openly and explain decisions, tradeoffs, and progress in plain language to strengthen trust with the public, partners, and decision-makers.

Follow-Through

We collaborate with purpose, define roles clearly, and participate reliably, because outcomes depend on coordinated delivery across agencies and jurisdictions.

Accountability

We clearly define SJAFCFA's role and responsibilities, as well as what falls outside our mission, so public and partner expectations are aligned.

Continuous Improvement

We improve how we work by refining processes, using appropriate tools and data, and learning from delivery experience to increase reliability and effectiveness over time.

Professional Responsibility

We are responsible, dedicated and competent. We cultivate team members and leaders to meet current and future challenges.

Goals

The goals are broad-based themes that define the Agency's focus; they have been updated from the original goals established in 2019 but still convey the main principles required for adhering to SJAFCA's mission. The updated goals represent where we are today and where the Agency needs to advance into the future. SJAFCA strives to deliver programs, projects and activities in line with these goals in support of the mission to reduce and manage the region's flood risk.

Goal 1: Deliver Flood Risk Reduction Infrastructure

Deliver resilient and future-ready infrastructure to reduce flood risk to the region. Advance flood risk reduction for the Cities of Stockton, Lathrop, Manteca, as well as greater San Joaquin County. Coordinate planning, environmental compliance, design, and implementation with local jurisdictions and state/federal partners to achieve measurable risk reduction over time.



RESILIENCY IS THE SYSTEM'S ABILITY TO WITHSTAND FLOOD EVENTS, RECOVER QUICKLY, AND ADAPT TO UNCERTAINTY. A RESILIENT FLOOD SYSTEM IS INTENTIONALLY DESIGNED WITH REDUNDANCY USING MULTIPLE, LAYERED MECHANISMS FOR FLOOD PREVENTION SO THAT NO SINGLE FAILURE LEADS TO CATASTROPHIC CONSEQUENCES. SYSTEM COMPONENTS ARE BUILT TO RESIST DAMAGE, MAINTAIN PERFORMANCE DURING EXTREME EVENTS, AND REBOUND EFFICIENTLY AFTERWARD. RESILIENCY ALSO REFLECTS THE SYSTEM'S CAPACITY TO MINIMIZE SAFETY RISKS AND ECONOMIC IMPACTS ASSOCIATED WITH FLOODING, WHILE PROVIDING THE FLEXIBILITY TO ANTICIPATE FUTURE CONDITIONS AND PROACTIVELY PLAN, EXPAND, AND IMPROVE INFRASTRUCTURE OVER TIME.

Goal 2: Leverage state and federal investment and deploy local funds strategically

Maximize state and federal funding opportunities while strategically managing SJAFCA's existing local revenues. Use local funds prudently, including the timing of financing, cost-sharing decisions, and cash flow for project development to accelerate priority outcomes while maintaining long-term program sustainability.

Goal 3: Strengthen partnerships that deliver project outcomes

Build and sustain mission-aligned partnerships with clear roles, consistent communication, and follow-through. Partner effectively across jurisdictions and agencies to deliver flood risk reduction projects and achieve results. This includes upfront effort in project planning, engagement with the public, collaboration with local agencies, and long-term maintainers. Consider purposeful environmental responsibility and multi-benefit projects when they strengthen flood risk reduction outcomes and support feasible implementation.

Goal 4: Earn and maintain public trust

Communicate plainly about flood risk, program progress, funding and regulatory constraints, and decision tradeoffs, and provide meaningful opportunities for stakeholder and community engagement and improved public awareness regarding flood risk. Maintain effective internal practices and fiscal responsibility to ensure accountable governance, reliable delivery, and prudent stewardship of public resources.



Front row (L to R): Kalani Adams, Leanne Randall, Alicia Eberhardt, Sylvia Razniak, Juan Niera
Back row (L to R): Ryan Curry, Omar Al-Hindi, Darren Suen, Chris Elias (not pictured: Glenn Prasad)

Agenda Item 7.1A

June 11, 2026

TO: San Joaquin Area Flood Control Agency Board of Directors

FROM: Darren Suen, Executive Director

SUBJECT: **PUBLIC HEARING TO APPROVE THE ANNUAL ENGINEER'S REPORT FOR THE OPERATION AND MAINTENANCE (O&M) OF THE FLOOD PROTECTION RESTORATION ASSESSMENT DISTRICT, AND ORDER THE LEVY AND COLLECTION OF O&M ASSESSMENTS WITHIN THE DISTRICT FOR FISCAL YEAR 2026/2027**

RECOMMENDATION

It is recommended that the Board of Directors of the San Joaquin Area Flood Control Agency conduct a public hearing and adopt a resolution (Attachment A) to approve the Annual Engineer's Report for the operations and maintenance of the Flood Protection Restoration Assessment District and order the levy and collection of operations and maintenance assessments within the Flood Protection Restoration Assessment District for fiscal year 2026/2027.

DISCUSSION

Background

By approving the formation of the Flood Protection Restoration Assessment District 96-1 (AD 96-1) on February 28, 1996, the Board also approved the levying of annual Operations and Maintenance (O&M) assessments to provide for the maintenance of levee improvements and detention basins constructed by SJAFCA. Each year, the Board must approve the O&M budget for the upcoming fiscal year (FY) and approve the levying of assessments as provided in the Annual Engineer's Report for AD 96-1/Reassessment and Refunding of 2002. The annual O&M budget report was filed and available for public review on May 28, 2026. A notice of the public hearing was published in The Record on May 28, 2026.

The maintenance of SJAFCA improvements is performed by the San Joaquin County Flood Control and Water Conservation District (District) under the O&M agreement approved by the SJAFCA Board on April 1, 1998, and the San Joaquin County Board of Supervisors on April 14, 1998. The Aquatic Weed Control Program (AWCP) in Five Mile Slough, a component of the O&M activities, has been contracted out since its implementation, except for fiscal years 2016/2017 and 2017/2018 when the District performed this work.

The AWCP in Five Mile Slough was implemented in 2002 to remove water hyacinth blooms (invasive species) from the slough because the blooms impede full inspection of the levees, making it difficult, or nearly impossible in some cases, to identify burrowing holes and eroded areas. When the AWCP was first adopted, an aquatic spray program was implemented, which requires regulatory permits and continuous monitoring and reporting to satisfy the regulatory agencies' permit conditions. The Agency ceased its spray program before 2006, and after several years of costly mechanical removal, the Agency restarted an aquatic spray program in the Fall of 2019. Implementing the aquatic spray was expected to reduce the AWCP's cost

PUBLIC HEARING TO APPROVE THE ANNUAL ENGINEER'S REPORT FOR THE OPERATIONS AND MAINTENANCE (O&M) OF THE FLOOD PROTECTION RESTORATION ASSESSMENT DISTRICT, AND ORDER THE LEVY AND COLLECTION OF O&M ASSESSMENTS WITHIN THE DISTRICT FOR FISCAL YEAR 2026/2027

in this slough.

On March 19, 2020, staff reported to the Board that, due to delays in obtaining regulatory approvals to use aquatic spray to control hyacinth blooms in the slough, dense conditions returned, and it was necessary to remove the nuisance growth mechanically. The removal of aquatic vegetation has since been completed and done under the approved budget request. Continued spraying has been implemented to curb any regrowth of the invasive plants in the project area.

The proposed O&M budget covers expected costs, including materials, equipment, consultants, contractors, personnel, and administration. These costs include channel maintenance such as levee inspection, erosion repair, weed and rodent control, herbicide spraying, graffiti removal from floodwalls and other structures, maintenance of the pumps on detention basin no. 1, maintenance of levee patrol and access roads, AWCP in Five Mile Slough, annual administration, consultant charges to prepare the Engineer's and Annual Levy reports, and charges by the San Joaquin County Auditor for including the assessment on the annual tax roll. The budget also includes annual allowances for items expected to occur over the life of the improvements, but not every year (i.e., floodwall replacement, bridge floodproofing repair, levee patrols, repair levee improvements damaged by floods, etc.).

O&M proceeds are set aside annually as follows:

- i) Floodwall replacement fund: This fund accumulates the proceeds (without interest) set aside annually for the future replacement of the floodwalls. Any interest generated in this fund is accrued in the O&M surplus fund. As of May 8, 2026, the amount accrued in this fund is \$950,000.
- ii) O&M reserve fund: This fund is primarily used to replace and/or repair levee improvements damaged by flooding and provide patrols during high water events. Except for funds set aside for floodwall replacement, all unexpended O&M budget funds are accrued to the reserve fund. As of May 8, 2026, the amount accumulated in the reserve fund is approximately \$9,490,833. This includes interest generated by the floodwall replacement fund.

To apportion the costs of O&M activities to the parcels that benefit, a method for assigning Maintenance Benefit Unit(s) (MBU) was developed. MBU is assigned to each parcel based on the relative benefits the property receives from the SJAFCA project. For example, a typical single-family residence is rated at 1.25 MBU, while a grocery store on one acre is rated at 12.30 MBU. The yearly cost per MBU is established by dividing the annual O&M budget by the total number of MBUs in the SJAFCA assessment district.

The annual assessment rate approved each year may not exceed the adjusted theoretical maximum assessment of \$3.59 per MBU, adjusted for inflation using the National Consumer Price Index. This base rate of \$3.59 was established by dividing the original O&M budget of \$450,000 by the total number of MBU in fiscal year 1996 (125,474 MBU).

PUBLIC HEARING TO APPROVE THE ANNUAL ENGINEER'S REPORT FOR THE OPERATIONS AND MAINTENANCE (O&M) OF THE FLOOD PROTECTION RESTORATION ASSESSMENT DISTRICT, AND ORDER THE LEVY AND COLLECTION OF O&M ASSESSMENTS WITHIN THE DISTRICT FOR FISCAL YEAR 2026/2027

Present Situation

The District has submitted its proposed Operations and Maintenance (O&M) budget to SJAFCA for the fiscal year 2026/2027 (see Attachment 2). This proposal does not include costs for aquatic weed removal, as this work is contracted out. The District's request for \$985,000 represents the minimum necessary funding required to maintain the flood protection facilities.

In recent years, the District's expenditures have been lower than budgeted due to dry conditions, which have reduced costs associated with high water events. Additionally, it's important to note that the U.S. Army Corps of Engineers covered major repair costs incurred in 2017 under PL-84-99.

Like prior years, annual budgeted maintenance costs exceed revenues from the annual levy of AD 96-1 assessments. The District and Agency staff worked together in 2023 to provide additional funding for Zone 9 (the District's assessment district for O&M activities) by forming the Levee Construction and Maintenance Assessment (LCMA) District on June 15, 2023. The allocation of funding to Zone 9 from LCMA is included as part of the recommended approval of the Agency's Annual Budget and approval of the LCMA Assessment District annual levy as a separate item (Item 7.1B) on this Agenda.

The proposed O&M budget for FY 2026/27 is \$1,368,500 and covers all the anticipated materials, equipment, consultants, contractors, personnel, and administration (see details in the attached Engineer's Report, pages 9 and 10, Attachment 3). The FY 2026/27 budget does not include funds for floodwall replacement. Previous amounts set aside for the floodwall replacement fund averaged \$44,000 annually. This capital outlay is omitted to reduce the amount appropriated from reserves to cover annual maintenance expenses.

The proposed budget utilizes the maximum assessment rate allowed for FY 2026/27, which has been used for the last several years. The maximum assessment rate for FY 2026/27 is the base rate of \$7.59, adjusted for annual inflation using the National Consumer Price Index (CPI). The CPI for FY 2026/27 is 2.4%; therefore, the maximum assessment rate is \$7.77 ($\$7.59 \times 1.024$).

Applying the maximum assessment rate of \$7.77 to the estimated 155,720.78 MBU will yield \$1,208,900 in O&M revenue (the difference in the yield shown is due to the rounding down to the nearest even penny for the tax rolls). This revenue falls short of meeting the operating costs in the proposed \$1,264,450 O&M budget. Therefore, an appropriation of \$55,550 ($\$1,264,450 - \$1,208,900$) from the O&M reserve fund is needed to cover the proposed expenses in the FY 2026/27 budget.

It is also requested that the Board approve a \$100,000 appropriation from the O&M reserve

PUBLIC HEARING TO APPROVE THE ANNUAL ENGINEER'S REPORT FOR THE OPERATIONS AND MAINTENANCE (O&M) OF THE FLOOD PROTECTION RESTORATION ASSESSMENT DISTRICT, AND ORDER THE LEVY AND COLLECTION OF O&M ASSESSMENTS WITHIN THE DISTRICT FOR FISCAL YEAR 2026/2027

fund, authorizing the Executive Director to use these funds (up to \$100,000) to address emergencies promptly or additional work not included in the O&M budget. Any unused portion of the requested appropriations is returned to the O&M reserve fund at the end of each fiscal year.

In summary, the FY 2026/27 O&M budget includes two appropriation requests:

- 1) A one-time \$55,550 appropriation from the O&M reserve fund to cover operating costs in the proposed budget.
- 2) A \$100,000 appropriation from the O&M reserve fund authorizing the Executive Director to use these funds (up to \$100,000) to deal with emergencies, or additional work needed, but not included in the O&M budget.

These appropriations will not affect the proposed FY 2026/27 assessment rate. There are sufficient funds in the O&M reserve to cover these appropriations. The following table displays a partial history of the annual assessment rates (theoretical maximum rate allowed and actual assessed) and some typical annual O&M assessments:

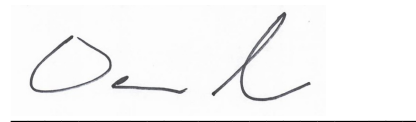
HISTORY OF THE ANNUAL SJAFCA O&M ASSESSMENTS								
PROPERTY TYPE	FISCAL YEAR							
	1996/97	2000/01	2004/05	2008/09	2012/13	2016/17	2025/26	2026/27
Theoretical Maximum Base Rate allowed	\$3.59	\$3.99	\$4.42	\$5.03	\$5.40	\$5.65	\$7.59	\$7.77
Actual Base Rate assessed	\$3.59	\$3.54	\$3.95	\$5.03	\$5.40	\$5.65	\$7.59	\$7.77
Single Family Home between 1000 and 2000 sf (1.25 MBU)	\$4.49	\$4.43	\$4.94	\$6.29	\$6.75	\$7.06	\$9.49	\$9.71
Grocery Store on 1-acre parcel (12.30 MBU)	\$44.16	\$43.54	\$48.59	\$61.87	\$66.42	\$69.50	\$93.36	\$95.57
Office Building on 2-acre parcel (18.375 MBU)	\$65.97	\$65.05	\$72.58	\$92.43	\$99.23	\$103.82	\$139.47	\$142.77

By adopting the proposed resolution after the public hearing, the Board will approve the Annual Report for the Flood Protection Restoration Assessment District and order the levy

PUBLIC HEARING TO APPROVE THE ANNUAL ENGINEER'S REPORT FOR THE OPERATIONS AND MAINTENANCE (O&M) OF THE FLOOD PROTECTION RESTORATION ASSESSMENT DISTRICT, AND ORDER THE LEVY AND COLLECTION OF O&M ASSESSMENTS WITHIN THE DISTRICT FOR FISCAL YEAR 2026/2027

and collection of annual O&M assessments for FY 2026/27.

PREPARED BY: Seth Wurzel, Financial Consultant

A handwritten signature in black ink, appearing to read 'D. Suen', is positioned above a horizontal line.

APPROVED:
DARREN SUEN
EXECUTIVE DIRECTOR

DS:SMW:lr

Attachments:

1. San Joaquin County Public Works Department Proposed FY 2026/27 O&M budget.
2. 2026/2027 Engineer's Annual Report – Prepared by LWA
3. Resolution 26-14 to Approve the Flood Protection Restoration Assessment District 2026/27 Engineers Annual Report for the Operation and Maintenance and Order the Levy and Collection of Fiscal Year 2026/27 Assessments within the Flood Protection Restoration Assessment District.



SAN JOAQUIN
— COUNTY —
Greatness grows here.



Department of Public Works

Najee Zarif, Director

Alex Chetley, Deputy Director - Development

Kristi Rhea, Deputy Director - Administration

David Tolliver, Deputy Director - Operations

April 10, 2026

Mr. Darren Suen, Executive Director
San Joaquin Area Flood Control Agency
22 East Weber Avenue, Suite 301
Stockton, California 95202-2317

Subject: San Joaquin Area Flood Control Agency Fiscal Year 2026–27 Proposed Operations & Maintenance Budget

Dear Mr. Suen,

The San Joaquin County Public Works Department (County) is pleased to submit the attached Fiscal Year 2026–27 Operations and Maintenance (O&M) Budget proposal for your consideration.

The proposed budget for cost-shared flood protection facilities reflects the successful Proposition 218 effort to increase maintenance assessment revenue, as well as Zone 9 assessments. As shown in the attached table, actual expenditures have remained below prior budget requests. While high flow events in 2017 and 2023 caused minor erosion requiring additional maintenance efforts, the U.S. Army Corps of Engineers and FEMA are addressing more significant damage under PL 84-99, helping to reduce overall costs.

For FY 2026–27, the County requests \$985,000 for the 96-1 budget. In addition, the budget includes \$350,000 for temporary operations at the Smith Canal Gate and \$911,000 for the Levee Construction and Maintenance Assessment (LCMA), for a total request of \$2,246,000 (see attachment).

We recognize that maintenance costs continue to exceed available O&M assessment revenues. Accordingly, this request does not include standard increases for labor and equipment operating costs. The proposed budget reflects the minimum resources necessary to adequately maintain the facilities.

San Joaquin Area Flood Control Agency Fiscal Year 2026–27 Proposed Operations & Maintenance Budget

Public Works staff appreciates the continued coordination and cooperation with your team and looks forward to working together in the coming year.

Please feel free to contact me at (209) 468-3031 if you have any questions.

Sincerely,

A handwritten signature in blue ink that reads "David Tolliver". The signature is fluid and cursive, with the first name "David" and the last name "Tolliver" clearly distinguishable.

DAVID TOLLIVER
Deputy Director of Operations

Attachment

c: Najee Zarif, Director of Public Works
 Alex Chetley, Deputy Director of Development Services
 Eric Ambriz, Channel Maintenance Superintendent
 Ashley Couch, Water Resources Manager

COUNTY OF SAN JOAQUIN 2026-27 PROPOSED BUDGET

Assessment District No. 96-1 Flood Protection System

Fund - 21116

Department - 2910000000

	ACTUAL 2024-25	APPR BUDGET 2025-26	ESTIMATED 2025-26	RCMND BUDGET 2026-27
Expenditures				
6201005600 GENERAL OFFICE SUPPLIES	0	0	0	0
6206000300 COMMUNICATIONS CELL PHONE	0	1,250	1,250	1,250
6211000000 MAINTENANCE EQUIPMENT	0	15,750	6,500	15,000
6214000000 RENTS & LEASES -EQUIPMENT	0	0	0	0
6214000200 EQUIPMENT RENTAL-COUNTY OWNED	87,246	73,500	73,500	80,000
6220001000 AUDITOR'S PAYROLL & A/P CHARGES	136	0	0	1,000
6221000000 PROFESSIONAL SVS		105,000	50,000	100,000
6221004000 PROFESSIONAL SVS-COUNTY	0	0	0	0
6221004900 REFUSE DISPOSAL CHARGES	531	0	0	0
6221312400 PROFESSIONAL SVS SMITH CANAL GATE	50,235	350,000	69,150	350,000
6221312500 PROFESSIONAL SVS LCMA	103,039	889,000	296,131	911,000
6221020000 ALLOCATED SERVICE DEPT COSTS	0	239,570	239,570	251,995
6221020900 COUNTY COUNSEL LEGAL SVS	0	0	0	0
6226001600 LICENSES & PERMITS	0	0	0	0
6226003000 MATERIALS	16,378	52,500	40,000	55,250
6226003100 LABOR	435,941	460,680	460,680	465,505
6226101800 SPECIAL DEPARTMENT EXPENSE-SAFETY	0	0	0	1,000
6240000000 CLOTHING & PERSONAL SUPPLIES	0	0	0	3,500
6269000000 SMALL TOOLS & INSTRUMENTS	0	10,500	5,000	10,500
SERVICES AND SUPPLIES	693,506	2,197,750	1,241,781	2,246,000
6451000000 EQUIPMENT	0	0	0	0
CAPITAL EXPENDITURES	0	0	0	0
6810250100 SJAFCA Flood Wall Repair	0	26,250	20,000	0
PUBLIC WORKS FLOOD WALL REPAIR	0	26,250	20,000	0
TOTAL EXPENDITURES	693,506	2,224,000	1,261,781	2,246,000



LARSEN WURZEL
& Associates, Inc.

PUBLIC FINANCE
& MANAGEMENT
RESOLVED

San Joaquin Area Flood Control Agency

Flood Protection Restoration Assessment District (Reassessment and Refunding of 2002)

*2026/2027 ENGINEER'S ANNUAL REPORT
FOR OPERATION AND MAINTENANCE*

Prepared for: SJAFCA
Submission Date: June 11, 2026

Table of Contents

1. Introduction	3
Background	3
Compliance with Current Legislation	3
2. Annual Assessment	5
Definition of Operation and Maintenance.....	5
Operation and Maintenance Benefit	6
Calculation of Annual Maintenance and Operation Assessment	6
Calculation of Assessment Rate for Fiscal Year 2026/2027	11
3. Method and Formula of Assessment Spread.....	12
Calculation of Benefit Units	12
Improvement Benefit.....	12
Equivalent Dwelling Units	16
Land Benefit	18
Exempt	19
Assessment District Boundary Factor	20
4. Description of Works of Improvements.....	21

Appendices

- Appendix A:** *Sample Benefit Unit Calculations*
- Appendix B:** *Land Use Classifications*
- Appendix C:** *Diagram of Assessment District*
- Appendix D:** *2026/2027 Collection Roll*

1. INTRODUCTION

Background

The San Joaquin Area Flood Control Agency ("Agency") is authorized to annually levy and collect special assessments in order to provide and maintain the facilities, improvements and services within Flood Protection Restoration Assessment District (Reassessment and Refunding of 2002) ("District"). The District was formed in 1996 and the Agency annually levies and collects assessments to maintain the improvements installed and constructed within the District pursuant to the Municipal Improvement Act of 1913, Division 12 of the California Streets and Highways Code §10000 (the "1913 Act").

This Engineer's Annual Report ("Report") describes the District, any changes to the District, the method of apportionment established at the time of formation, and the proposed assessments for Fiscal Year 2026/2027. The proposed assessments are based on the estimated cost to maintain the improvements that provide a special benefit to properties assessed within the District. Each parcel within the District is assessed proportionately for the special benefits provided to the parcel from the improvements.

The word "parcel" for the purposes of this Report refers to an individual property assigned its own Assessment Number by the San Joaquin County Assessor's Office. The San Joaquin County Auditor/Controller uses Assessment Numbers and specific Fund Numbers to identify on the tax roll properties assessed for special district benefit assessments.

Following consideration of all public comments and written protests at an annual noticed public hearing, and review of the Engineer's Annual Report, the Board of Directors for the Agency may order amendments to the Report or confirm the Report as submitted. Following final approval of the Report, and confirmation of the assessments, the Board will order the levy and collection of assessments for Fiscal Year 2026/2027. In such case, the assessment information will be submitted to the San Joaquin County Auditor/Controller, and included on the property tax roll for each parcel in Fiscal Year 2026/2027.

Compliance with Current Legislation

The Agency has reviewed the provisions of the California Constitutional Article XIID (established by the passage of Proposition 218 in November 1996) and has made the following findings and determinations:

Pursuant to Article XIID Section 5 of the California Constitution, certain property related assessments existing on July 1, 1997 ("the effective date") are exempt from the substantive and procedural requirements of Article XIID Section 4 and property owner balloting for the assessments is not required until such time that the assessments are increased. Specifically, Section 5 of Article XIID reads:

"...the following assessments existing on the effective date of this article shall be exempt from the procedures and approval process set forth in Section 4:

- (a) Any assessment imposed exclusively to finance the capital costs or maintenance and operation expenses for sidewalks, streets, sewers, water, flood control, drainage systems or vector control.

Subsequent increases in such assessments shall be subject to the procedures and approval process set forth in Section 4.”

Since, the improvements and the annual assessment for maintaining the District improvements are exclusively for flood control purposes, the method of assessment and maximum assessment rate formula, as established by the Agency prior to the effective of the article (July 1, 1997), are exempt from the procedural requirements of Article XIID Section 4 of the California Constitution.

The proposed assessment for Fiscal Year 2026/2027 may be less than or equal to the maximum assessment rate previously approved and adopted by the Agency. Future assessments that exceed the previously approved schedule of adjustments, including the clearly defined formula for inflation adjustment that was adopted by the Agency prior to November 6, 1996, will be subject to the substantive and procedural requirements of the California Constitution Article XIID Section 4.

2. ANNUAL ASSESSMENT

When the District was formed, pursuant to Section 10100.8 of the Streets and Highways Code, the Board approved the levy of assessments to pay in whole or in part: a.) The costs and expenses of constructing or acquiring the Improvements; b.) The estimated annual costs and expenditures required during the ensuing years for the operation and maintenance of those improvements. The assessments so approved are collected through special assessment levied on the County tax rolls upon all lots, parcels and subdivisions of land within the District that benefit from the improvements.

Since the improvements are to be funded by the levying of assessments, the law requires and the statutes provide that assessments levied pursuant to the "1913 Act", must be based on the special benefit that the properties receive from the works of improvement. However, the statute does not specify the method or formula that should be used in any special assessment district proceedings. The responsibility for apportioning the costs to properties which special benefit from the improvements rests with the Assessment Engineer, who is appointed to make an analysis of the facts and to determine the apportionment of the assessment obligation to properties proportionate to the special benefit which each will receive from the improvements.

To apportion the assessment to each parcel in direct proportion to the special benefit it will receive from the improvements, an analysis was made to initially identify the special benefit that the public improvements would render to the properties within the boundaries of the District. In making the analysis to levy an assessment on a specific parcel, it is necessary that the parcel receive a special benefit distinguished from a benefit to the general public.

Definition of Operation and Maintenance

The costs and expenses for "Operation and Maintenance" include all applicable operation, maintenance and repair costs incurred annually, or that may not be reasonably collected in a single annual assessment to maintain the level of benefit to the assessed parcels in the District. Operation and Maintenance, as determined by the Board of the San Joaquin Area Flood Control Agency, may include, but is not limited to:

- Personnel costs;
- Utilities (water, electric and other);
- Maintenance equipment (purchase and repair);
- Weed abatement (herbicide spraying, mowing, debris burning);
- Rodent control;
- Road maintenance (Access Roads);
- Stream bed and detention basin clearing;
- Sedimentation removal;
- Erosion control;
- Patrolling and inspecting improvements and facilities;
- Pump station operation (including maintenance and repair);

- Flood wall repairs;
- Graffiti removal;
- Administration expenses; and
- Providing for an “Emergency Repair/Replacement Fund”.

Operation and Maintenance Benefit

The District assessments were established to provide funding and financing for the design construction, maintenance and operation of flood control facilities (improvements) that benefit parcels within the District. Properties within the District have been designated within the 100-year flood plain by the Federal Emergency Management Agency (FEMA)—according to the preliminary revised Flood Insurance Rate Maps (FIRM’s), dated February 28, 1995. The District’s flood control facilities restore flood protection to properties that are subject to flooding during a storm of 100-year intensity and thereby preserve the ability to use and develop the properties within the District without the requirements placed on parcels located within Special Flood Hazard Areas. Therefore, the improvements and the maintenance and operation of those improvements are a special benefit to the properties within the District.

The following outlines the special benefits properties within the District receive from the construction and maintenance of the flood protection improvements:

- Reduction in the risk of loss that would occur if a flood were to damage the improvements on the property: i.e., structural damage and/or damages affecting the revenue-producing environment.
- Removal of the flood plain disclosure required during the sale of a property.
- Removal of the requirement for properties that are removed from Special Flood Hazard Areas (as designated by FEMA) to adhere to the building and design “flood plain management” criteria required by FEMA for communities participating in the Flood Insurance Program (FIP). These criteria apply to new construction, as well as renovations and additions in most circumstances, and increase the costs of development.
- Removal of the mortgage/lender requirement to purchase flood insurance if a property is within a designated Special Flood Hazard Area shown on the preliminary revised FIRM’s, or providing the ability to purchase flood insurance at a reduced cost.
- Protection of public improvements required to provide access and service to properties.
- Enhanced ability to develop property to its “highest and best use” in accordance with existing zoning and land use regulations.

Calculation of Annual Maintenance and Operation Assessment

The benefit formula used for calculating the annual operation and maintenance benefit to each property within the District is based on the Benefit Units (BU’s) used to calculate the original benefits and assessments each parcel received from the construction of the District improvements and facilities. However, when the development or land use of a property changes the special benefits the parcel receives from the operation and maintenance of the District improvements also changes. The Maintenance Benefit Units (MBU’s) for each parcel is recalculated each year utilizing the same methodology and formula

established in the District's original Engineers Report and outlined in Part III of this report (Method of Apportionment) to accurately reflect each parcel's current special benefit from the improvements. Therefore, if the development status or land use of a particular parcel has changed since the previous year, the MBU's and the resulting operation and maintenance portion of the parcel's assessment will likely change.

The assessment rate per MBU is calculated by dividing the total annual Operation and Maintenance Budget by the total number of MBU's in the District each year. The number of MBU's will vary year to year based upon development and land use changes in the District.

In the year the District was formed (Fiscal Year 1996-97), the maximum annual assessment rate ("maximum rate") for Operation and Maintenance was established at \$3.59 per MBU, plus an annual inflation escalator equal to the National Consumer Price Index (CPI). This maximum rate of \$3.59 was established using an estimated annual operation and maintenance cost of \$450,000 for the first full year of maintenance, and the total number of Maintenance Benefit Units in Fiscal Year 1996-97 (125,474.396 MBU's).

The first assessments for Operation and Maintenance were collected in Fiscal Year 1996-97 pursuant to resolution of the Agency Board approved after a duly noticed public hearing, as provided in the Act. Annual assessments for Operation and Maintenance are anticipated to be levied and collected each fiscal year and shall be approved by resolution at an annual public hearing on the matter. The annual assessment approved each year may not exceed the CPI adjusted maximum assessment (\$3.59 plus the annual inflation escalator) approved, without approval of the property owners subject to the assessment through a property owner protest ballot procedure pursuant to the California Constitution Article XIID.

Based on the initial Annual Assessment Rate of \$3.59 per MBU and the annual CPI inflation factor, the following table summarizes the application of the annual inflation escalator allowed to the assessment rate for the operation and maintenance assessments since Fiscal Year 1996-97. The "Maximum Assessment Rate" reflects the assessment rate per MBU that may be applied for the respective fiscal year without constituting an increased assessment or once again obtaining property owner approval in accordance with the provisions of the California Constitution Article XIID. The "CPI" applied each year is the National Consumer Price Index (CPI), which is gathered from the U.S. Bureau of Labor Statistics Consumer Price Index Historical Tables for the U.S. City Average. It covers the period from January 1st of the previous year to January 1st of the current year (or a similar period). (Example—the CPI applied for Fiscal Year 1997-98 is based on the CPI calculated from January 1, 1996 to January 1, 1997 to the first decimal place 0.0).

Table 1
Flood Protection Restoration Assessment District
Assessment Rate CPI

Fiscal Year	Base Year Rate	Calendar Year CPI	CPI Adjustment	Maximum Assessment Rate	Assessment Rate Applied
1996-1997	N/A	N/A	N/A	\$3.5900	\$3.59
1997-1998	\$3.5900	3.30%	\$0.1185	\$3.7085	\$3.59
1998-1999	\$3.7085	1.70%	\$0.0630	\$3.7715	\$3.60
1999-2000	\$3.7715	2.95%	\$0.1113	\$3.8828	\$3.56
2000-2001	\$3.8826	2.70%	\$0.1048	\$3.9874	\$3.54
2001-2002	\$3.9874	3.90%	\$0.1555	\$4.1429	\$3.53
2002-2003	\$4.1429	3.50%	\$0.1450	\$4.2879	\$3.51
2003-2004	\$4.2879	1.10%	\$0.0472	\$4.3351	\$3.49
2004-2005	\$4.3351	1.90%	\$0.0824	\$4.4175	\$3.95
2005-2006	\$4.4175	3.00%	\$0.1325	\$4.5500	\$3.95
2006-2007	\$4.5500	4.00%	\$0.1820	\$4.7320	\$4.25
2007-2008	\$4.7320	2.10%	\$0.0994	\$4.8314	\$4.36
2008-2009	\$4.8314	4.30%	\$0.2077	\$5.0391	\$5.03
2009-2010	\$5.0391	0.00%	\$0.0000	\$5.0391	\$5.03
2010-2011	\$5.0391	2.60%	\$0.1310	\$5.1701	\$5.17
2011-2012	\$5.1701	1.60%	\$0.0827	\$5.2529	\$5.25
2012-2013	\$5.2529	2.90%	\$0.1523	\$5.4052	\$5.40
2013-2014	\$5.4052	1.60%	\$0.0865	\$5.4917	\$5.49
2014-2015	\$5.4917	1.60%	\$0.0879	\$5.5795	\$5.57
2015-2016	\$5.5795	0.00%	\$0.0000	\$5.5795	\$5.57
2016-2017	\$5.5795	1.40%	\$0.0781	\$5.6577	\$5.65
2017-2018	\$5.6577	2.50%	\$0.1414	\$5.7991	\$5.79
2018-2019	\$5.7991	2.10%	\$0.1218	\$5.9209	\$5.92
2019-2020	\$5.9209	1.60%	\$0.0947	\$6.0156	\$6.01
2020-2021	\$6.0156	2.50%	\$0.1504	\$6.1660	\$6.16
2021-2022	\$6.1660	1.40%	\$0.0863	\$6.2523	\$6.25
2022-2023	\$6.2523	7.50%	\$0.4689	\$6.7213	\$6.72
2023-2024	\$6.7213	6.40%	\$0.4302	\$7.1514	\$7.15
2024-2025	\$7.1514	3.10%	\$0.2217	\$7.3731	\$7.37
2025-2026	\$7.3731	3.00%	\$0.2212	\$7.5943	\$7.59
2026-2027	\$7.5943	2.40%	\$0.1823	\$7.7766	\$7.77

The Fiscal Year 2026/2027 Maximum Assessment Rate allowed is \$7.7766.

The Fiscal Year 2026/2027 Assessment Rate proposed is \$7.77.

The "Base Rate" equals the prior year's "Maximum Assessment Rate" allowed.

The "Maximum Assessment Rate" is calculated to four decimal places, however, the actual assessment applied to each parcel is rounded down to the nearest even penny when applied to the tax rolls.

Proposed Budget for Fiscal Year 2026/2027

Table 2
Flood Protection Restoration Assessment District
San Joaquin County Operation and Maintenance Budget

Item Descriptions	Expenses	Totals
San Joaquin County		
Rents & Leases – Equipment		\$106,750
Use of San Joaquin County Flood Control and Water Conservation District equipment to perform operation and maintenance activities and provide emergency services, if needed		
Equipment Maintenance	\$15,000	
Equipment Rental County Owned	\$80,000	
Communications cell phone	\$1,250	
Small Tools and Instruments	\$10,500	
Professional Services – County		\$100,000
Services provided for bridge parapet wall accident repair	\$100,000	
Materials		\$55,250
Includes expenses for vegetation management materials, rodent control materials, and materials and supplies unique to operation and maintenance activities	\$55,250	
Labor Costs		\$723,000
Services provided by San Joaquin County Flood Control and Water Conservation District for operation and maintenance activities and to provide emergency activities, if needed		
Allocated Service Department Costs	\$257,495	
Operation and Maintenance	\$465,505	
Miscellaneous Expense -	\$0	\$0
Fixed Asset	\$0	\$0
Funds needed to acquire additional equipment for the Agency		
Sub-Total San Joaquin County		\$985,000

SJAFCA

Aquatic Weed Control Program – Five Mile Slough

\$60,000

This program is conducted in an approximate 5,100 ft lineal section of Five Mile Slough and is managed by SJAFCA; work during FY 25-26 will be carried out by a professional contractor

Contractor – herbicide application; compliance and monitoring and reporting

\$60,000

SJAFCA Administration Budget:

\$219,450

Contribution

\$0

To Capital Outlay Reserve (future floodwall replacement)

Property Tax Administration Charges

\$12,100

Charges by the County Tax Collector for the collection of property assessments.

Administration Costs

\$207,350

Annual General and Administration and Engineer's Report

Sub-Total SJAFCA

\$279,450

Total Operation and Maintenance Budget FY 2025/2026

\$1,264,450

For FY 2026/2027 – Revenue and Appropriations:

FY 2026/2027 Assessment to be levied

\$1,208,900.00

FY 2026/2027 Agency Reserve Appropriation to cover budget shortfall

\$55,550.00

FY 2026/2027 Agency Reserve Appropriation for Emergencies or Additional Work

\$100,000.00

Total FY 2026/2027 Revenue and Appropriations

\$1,364,450

1] Assessment to be levied may be slightly different from total amount on preliminary roll due to the rounding of assessment to even pennies as required by San Joaquin County.

2] The surplus appropriation of \$55,550 is needed to cover the difference between the amount collected by the O&M assessments and the additional amount requested in the proposed FY 2026/2027 budget.

3] The surplus appropriation of \$100,000 will allow the Executive Director, without additional Board Authorization, to promptly deal with emergencies, or to authorize additional work not included in the budget.

The appropriations in the budget are funded from the unexpended balance in the O&M reserve, carried forward from previous year's O&M assessments. No increase in the current annual assessment charge is either required or made. The result of this request to the Engineer's Report will not affect the proposed FY 2026/2027 assessment rate of \$7.77 per Maintenance Benefit Unit.

Calculation of Assessment Rate for Fiscal Year 2026/2027

The assessment rate per MBU is calculated by dividing the total amount to be funded "O&M Budget" by the total "MBU's" estimated for the District.

O&M Budget-Surplus Appropriations/Maintenance Benefit Units (MBU's) = Assessment Rate

- The Total Maintenance Benefit Units (MBU's) that are estimated for the District in Fiscal Year 2026/2027 are 155,875.28 MBU's.
- Based on the estimated budget and the surplus appropriation for Fiscal Year 2026/2027, the assessment rate for Fiscal Year 2026/2027 is approximately \$7.77 per Maintenance Benefit Unit.

3. METHOD AND FORMULA OF ASSESSMENT SPREAD

Calculation of Benefit Units

To apportion the costs of the improvements to parcels that benefit, a method of assigning Benefit Units to each parcel was developed and approved when the District was formed. Benefit Units (BUs) were assigned to each parcel based upon the benefits to real property that the District improvements (levee system and other flood control improvements) provided to each parcel in proportion to the estimated benefit the parcel receives relative to the other parcels in the District from the flood protection facilities.

The specific number of Benefit Units assigned to each parcel was calculated based upon the formula shown below:

$$\text{Improvement BUs} + \text{Land BUs} = \text{Total BUs}$$

The single-family residence (SFR) was used as a basis of comparison since it represented approximately 70 percent of the assessable parcels of land in the District. BUs assigned to other parcels and land uses were based upon the relative benefit they receive as compared to a single-family residence. The total number of BU's for all assessable parcels in the District were then divided into the total cost to fund the District to determine the assessment rate per Benefit Unit.

The BUs assigned or calculated for each parcel for construction and installation of the improvements was based on the land use for the parcel as shown on the records of the San Joaquin County Assessor's office at the time of formation. Recognizing that under the 1913 Act, the assessment on each parcel may not be increased once it has been levied without further public hearings and property owner approval, the District was formed and the assessments approved provided for annual adjustments to the assessments for operation maintenance of the improvements. The annual operation and maintenance assessment rate was established at \$3.59 per Maintenance Benefit Unit (MBU) plus an annual escalator equal to the National Consumer Price Index (CPI). However, the assessment formula approved also established that the operation and maintenance assessment applied to each parcel would be recalculated annually based on the current development status or land use of each parcel. Therefore, if the development status or land use of a particular parcel changed from the previous year, the MBU's and the resulting assessment would change to more accurately reflect the parcel's current proportional benefit from the District improvements.

The methodology used to calculate the original BUs for the construction and installation of the improvements as well as the Maintenance Benefit Units calculated for future operation and maintenance of the improvements are assigned to each parcel based on land use. The method of apportionment for each land use is described in the following sections, with sample calculations provided in Appendix A.

Improvement Benefit

Since the primary benefit to parcels from the construction, operation and maintenance of the flood control improvements is to remove them from the proposed new Special Flood Hazard Areas (new areas

of the 100-year flood plain as identified by FEMA), the risk of loss or damage to improvements installed or constructed on developed parcels of land is significantly reduced.

The construction, operation and maintenance of the flood control improvements within the District significantly reduce the risk of damage and loss of real property, particularly to developed parcels of land. The improvements also facilitate the removal of properties from the proposed new Special Flood Hazard Areas (new areas of the 100-year flood plain as identified by FEMA). As a result, the special benefits to be enjoyed by property owners include:

- elimination of the requirements to purchase flood insurance in order to obtain financing;
- ability to purchase flood insurance at a reduced cost in comparison to parcels which are located within a Special Flood Hazard Area as designated by FEMA; and
- reduction of a flood event occurring and the probability of loss or damage to the property and improvements on the property.

The degree to which each developed property will benefit in relationship to any other property is based upon the intensity of development on the parcel (i.e., the percentage of the total parcel area which has or is allowed to have improvements constructed thereon) and the relative risk of loss of those improvements in relation to other land uses. The following describes the benefit relationship rational established in the original Engineer's Report.

Intensity of Development — Based upon an average parcel size of 1/6 acre for single-family development and a typical building footprint of about 1,600 sq. ft., the intensity of development on single-family residential parcels is approximately 20 percent. By comparison, a review of land use data within the Agency's sphere of influence showed that on retail/service commercial parcels of one acre or less, the average intensity of development is approximately 40 percent of the parcel area. This means that for each acre of land used for single-family residential, on average approximately 20 percent of the area (or about 9600 square feet per acre) is covered by improvements; whereas, on each acre of land used for retail/service commercial, over 40 percent is covered by improvements (or about 19,500 square feet per acre). Since an acre of land developed for retail/service commercial use has a higher intensity of development than an acre of land used for single-family residential, it receives a greater benefit because there is more that would be damaged should a flood occur. Based upon a review of parcel area and intensity of development by land use for over 2,500 parcels, the following represents the average intensity of development per acre relative to single-family residential development within the District. The average intensity of development, by land use category (retail/service commercial, office/professional, personal care/recreational, manufacturing/industrial, institutional), was calculated by computing the average building coverage on the parcels analyzed after excluding those parcels that were significantly underdeveloped. Underdeveloped parcels were defined as those parcels within each land use category, which had the lowest 20th percentile current improvement density.

Unlike non-residential parcels, SFR parcels do not have a strong correlation between parcel size and the area which can be covered by improvements; therefore, they are assessed according to the size of the building footprint based on adjusting the improvement density factor for single-family residential as a function of the area of the structure footprint. A review of the available data showed that approximately 25 percent of the homes have a building footprint that would be 1,000 square feet or less, approximately 50 percent of the homes would fall in the 1-2,000 square foot range and the remainder would be over 2,000 square feet. Considering the number of houses in each category and the relative amount of replacement necessary should flooding occur, the improvement density factor reflects a 20% differentiation in replacement costs for the three categories of SFR, as shown in the table below.

Table 3
Flood Protection Restoration Assessment District
Improvement Density Factor

Land Use	Improvement Density Factor
Single-Family Residential	
Less than 1,000 SF	0.8
1,000 to 2,000 SF	1.0
More than 2,000 SF	1.2
Multi-Family Residential	1.0
Retail/Service Commercial	2.0
Office/Professional	2.0
Personal Care/Recreational	2.0
Manufacturing/Industrial	2.0
Institutional	1.5

Risk of Loss — In determining the benefit that a parcel receives, it was also necessary to look at the relative replacement costs of the improvements constructed on the parcel relative to other land uses since the relative risk of loss in the event of a flood is directly proportional to the relative cost of the improvements at risk. For example, a review of published building construction cost data showed that the average cost range per square foot for single-family residential improvements was \$45-60/square foot while the average cost range per square foot for industrial improvements was \$25-45/square foot. Therefore, each developed single-family residential parcel receives a greater benefit than developed manufacturing/industrial parcels per unit of improvement since the loss or damage would be significantly higher should a flood occur. Also, since the cost of flood insurance is based on the value of improvements to be insured, it would cost the single-family property owner more to purchase flood insurance per 100

square feet of single-family residential improvements in comparison to 100 square feet of manufacturing/industrial improvements; therefore, the single-family residential property would receive a greater benefit.

Based upon an analysis of the average cost per square foot for structures allowed under existing land use regulations for each land use, the table below shows the relative benefit per unit (i.e., square foot) for improvements by land use relative to single-family residential development within the District:

Table 4
Flood Protection Restoration Assessment District
Risk Factor

Land Use	Risk Factor
Single-family Residential	1.0
Multi-Family Residential	0.9
Retail/Service Commercial	0.9
Office/Professional	1.1
Personal Care/Recreational	1.2
Manufacturing/Industrial	0.7
Institutional	1.1

Therefore, it was determined that developed properties benefit differently from the flood protection facilities depending on the type of land use on the property and the average intensity of development; the potential damage to the structure, its contents, and/or the financial loss in revenues in the event of a flood would be different for the different types of land use based upon the relative cost per unit of improvement within the different land use categories.

In order to allocate benefit fairly between the land uses, an Equivalent Dwelling Unit (EDU) methodology was established that equated different residential and non-residential land uses to each other, thereby allowing a uniform method of assessment.

Therefore, the improvement benefit formula is summarized as:

$$(\text{EDU's}) \times (\text{Improvement Density Factor}) \times (\text{Risk Factor}) =$$

Improvement Benefit Units

Equivalent Dwelling Units

Land use as shown on the San Joaquin County Assessor's records is used to assign Equivalent Dwelling Units (EDU's) to each improved parcel based on the following methodology.

- **Single-family Residential** — Since the single-family residential (SFR) parcel is the most common land use and represents over 70 percent of the assessable parcels within the District, it is used as the standard and is assigned one (1) EDU. Other improved land uses are converted to EDU's by comparing them to the SFR. Included in the SFR category are condominiums, mobile homes not in mobile home parks and agricultural-residential parcels.
- **Multi-Family Residential** — Multi-family residential improved land uses are equated to the SFR land use based upon the number of dwelling units per parcel. Studies have consistently shown that the average apartment unit's relative size and population density compared to the typical size and impacts of single-family units is approximately 80 percent as much as a single-family residence. By virtue of their reduced size, each multi-family residential unit receives a lesser benefit or enhancement per unit to property values and therefore benefits less per unit than a single-family residence. Also, a review of parcel data finds that flood protection benefits do not increase proportionately as the number of units increase on a Multi-Family Residential (MFR) parcel, due to the nature of the building layouts and the fact that the value per unit generally decreases as the number of unit's increases.

EDU's for Multi-Family Residential parcels are calculated based upon the actual number of dwelling units as shown below:

Table 5
Flood Protection Restoration Assessment District
Multi-Family Residential Equivalent Dwelling Unit Formula

Number of Dwelling Units	Equivalent Dwelling Unit Formula
Four (4) Units or less	0.8 EDU/DU for the first 4 DU's
More than four (4) but less than or equal to twenty (20)	0.6 EDU/DU for each DU over 4 and up to 20
More than twenty (20)	0.4 EDU/DU for each DU over 20

- **Non-Residential** — All Non-Residential improved land uses are equated to the SFR based upon parcel size. A review of the County land use records showed that the average SFR parcel size in the City of Stockton is 1/6 acre. Therefore, the factor of 6 EDU's per acre is used as the basis of comparison, and each Non-Residential parcel will be assigned 6 EDU's per acre or fraction thereof.

To more accurately reflect the benefit that some parcels receive from the flood control improvements, an additional adjustment in the EDU's assigned to the parcel is required. The data used to develop the density factors for each land use indicated that, on the larger parcels of land, the average density of development was significantly lower than on parcels that were less than one (1) acre in size. Even if it is assumed that the owner of land will ultimately develop that land to receive the maximum economic return from the land based upon allowed intensities of development and other land use regulations, there are a number of factors that limit the density of development on larger parcels of land. These include requirements based upon the specific land use which may include the need to provide large areas for the storage of materials or goods, to provide internal circulation roadways, to provide open areas or extensive buffer zones, to provide increased areas for employee/customer parking and other similar requirements.

Therefore, based upon an analysis of data relating the development intensity and parcel size for different types of land uses the number of EDU's assigned to non-residential parcels is adjusted on parcels which are larger than one (1) acre as shown below:

Table 6
Flood Protection Restoration Assessment District
Non-Residential Equivalent Dwelling Unit Formula

Parcel Size	Equivalent Dwelling Unit Formula
One (1) Acre or less	6.0 EDU/Acre
More than one (1) acre but less than or equal to four (4) acres	1.5 EDU/Acre for each acre over one (1) acre up to four (4) acres
More than four (4) acres	0.5 EDU/Acre for each acre over four (4) acres

Parcel area for non-residential condominiums will be calculated based on the individual parcel size and a proportional share of the common area attributed to the condominium complex.

- **Vacant** — Vacant properties have no improvements constructed on them; therefore, vacant properties are assigned zero (0) Improvement Benefit Units per parcel.
- **Vacant-like Developed Property** — This includes those parcels with land uses that closely resemble vacant property in that they have large land areas comprised of mostly park-like open space or vacant land and only a few buildings. These properties have very low land utilization and almost no potential for additional development; therefore, these land uses are assigned 1.0 BU per parcel for the ancillary structures on the property. These land uses include radio and television

transmission facilities or towers, mineral processing, parcels with only parking lots, airports, mobile home parks, cemeteries, golf courses and other miscellaneous recreational uses.

A list of Land Use Classifications used in this report, with the corresponding County Assessor's use codes, is provided in Appendix B.

Land Benefit

In addition to benefits that improvements on a property will receive, parcels within the District are assigned Land Benefit Units in proportion to the benefits that they receive by virtue of:

- Having the ability to economically use or fully develop a property consistent with zoning and land use regulations.
- Not having to adhere to the "Flood Plain Management" requirements for building and design of new construction, as well as renovations and additions, required for parcels in Special Flood Hazard Areas; and
- Not having to disclose during the sale of a property that it is located in a Special Flood Hazard Area of the 100-year flood plain.

Based on the benefits previously described the benefit to the land is preserved whether it is improved or not, and the benefit to each parcel is directly related to the size of the land. In addition, if the land were to remain in the flood plain, the cost of elevating the building pad area by filling the land would be proportional to the size of the parcel and the intensity of development allowed upon it based upon current land use and development standards. Therefore, the benefit received by the parcel varies as land varies in size.

For the City of Stockton, the San Joaquin County Assessor's Roll indicates that over 70 percent of the parcels of land are single-family residences (SFR's) and that the average land value for an average SFR located on 1/6 acre is between 20 and 30 percent of the total value of property. Therefore, 0.25 BU is assigned to each single-family residential parcel of land. Since the development potential of a SFR parcel is restricted to one house, no matter how big the parcel, the Benefit Units assigned to the land will not vary as parcel size increases for single-family residential parcels of land.

Benefit Units for all other land uses are based upon the size of the parcel at the rate of 0.25 BU for each 1/6 acre (1.5 BU/acre) to estimate the benefit to the land, since the amount of development which could occur is directly related to the size of the parcel. Each parcel of land, both developed and undeveloped and having no development restrictions on it, will be assigned Benefit Units at the rate of 1.5 BU/Acre to reflect the benefit that the land receives. Since the level of development or the potential for development would be similar for developed parcels of a similar size, the BU's assigned to the land for parcels larger than one (1) acre in size will be reduced in the same manner as the EDU's are reduced for the improvements on developed non-residential parcels as shown below:

Table 7
Flood Protection Restoration Assessment District
Land Benefit Unit

Parcel Size	Land Benefit Unit
One (1) Acre or less	1.5 per Acre
More than one (1) acre but less than or equal to four (4) acres	0.375 per Acre
More than four (4) acres	0.125 per Acre

Parcel area for non-residential condominiums will be calculated based on the individual parcel size and a proportional share of the common area attributed to the condominium complex.

Exempt

Several land uses have been determined to be exempt because they would not benefit from the proposed flood control facilities, or they have a supporting use to a land use already being charged.

Examples of exempt land uses are as follows:

- Common areas associated with residential condominiums, open spaces and green belts.
- Parcels with total property values of less than one dollar per the San Joaquin County Assessor's Roll.
- Properties owned by public agencies, such as cities, the County, the State or the Federal government, are exempt except when such property is not devoted to a public use.
- Rights-of-way owned by utilities and railroads.
- Agricultural parcels under the Williamson Act or within a General Plan area designated, as "Agricultural" has no potential for immediate development. By contrast, the Williamson Act parcels remain agricultural to take advantage of special tax treatments. The Williamson Act agricultural parcels and the General Plan Agricultural parcels are not assigned any benefit. If these parcels develop in the future, then the appropriate benefit will be collected under the "Flood Control Facilities Fee" mechanism. (Agricultural parcels that are not within the General Plan designated areas and which do not have Williamson Act contracts are assessed as Vacant.)
- Parcels which are designated as Special Flood Hazard Areas on the Preliminary Revised FIRM's, dated February 28, 1995, and which were previously designated as Special Flood Hazard Areas on the previous FIRM's; these parcels are considered to have no benefit and will not be assessed.

Assessment District Boundary Factor

Parcels that are bisected by the flood line, as delineated on the preliminary Revised FIRM's, would have the total BUs for the property reduced by the percentage of the parcel within the proposed flood plain since they would receive a reduced benefit. The BUs for the parcel are reduced based on the following:

- If a parcel has less than $\frac{1}{3}$ its area in the flood plain, the BU's for that parcel would be multiplied by 0.17.
- If a parcel has more than $\frac{1}{3}$ but less than $\frac{2}{3}$ its area in the flood plain, the BU's for that parcel would be multiplied by 0.50.
- If a parcel has more than $\frac{2}{3}$ its area in the flood plain, the BU's for that parcel would be multiplied by 83.

4. DESCRIPTION OF WORKS OF IMPROVEMENTS

Section 10102 of the Act provides for the legislative body of any agency authorized under the Act to finance certain capital facilities and services. The following is a list of improvements as allowed under the Act to be constructed, installed, maintained, repaired or improved under the provisions of the Act. The facilities diagram, on file in the Office of the Secretary, shows the general location of the improvements. Copies are also on file at the Office of the Clerk of the Board of Supervisors of the County of San Joaquin and at the Office of the City Clerk of the City of Stockton.

The improvements consist of, but are not limited to:

- A. Flood protection improvements including the construction, strengthening and/or raising the height of levees, flood walls and wing levees; construction and/or improvements to detention basins and reservoirs; improvements to bridges, roadways and access ways; channel improvements; and related improvements along, but not limited to, the following waterways:
- Bear Creek - confluence with Disappointment Slough to Tully Road.
 - Paddy Creek - confluence with Bear Creek to approximately Jack Tone Road.
 - Bear Creek - approximately 700 downstream of Interstate 5 to confluence with Paddy Creek.
 - Paddy Creek - confluence with Bear Creek to confluence with South Paddy Creek.
 - South Paddy Creek - confluence with Paddy Creek to approximately Jack Tone Road.
 - Mosher Creek & Mosher Creek Diversion - confluence with Bear Creek to approximately 6300 feet upstream of Highway 88.
 - Mosher Slough - 2,000 feet upstream of Interstate 5 to approximately 150 feet upstream of Thornton Road.
 - Calaveras River - confluence with the San Joaquin River to approximately Solari Ranch Road.
 - Stockton Diverting Canal - confluence with the Calaveras River to Mormon Slough.
 - Mormon Slough - confluence Stockton Diverting Canal to approximately 500 upstream of confluence with Potter Creek.
 - Potter Creek A - confluence with Mormon Slough to approximately Jack Tone Road.
 - Potter Creek B - confluence with Mormon Slough to 1,500 feet east of Fine Avenue.
 - Mosher Slough Detention Basins No.1 & 2.
 - Little Bear Creek - confluence with Mosher Slough to Davis Road.
 - Pixley Slough - confluence with Bear Creek to Lower Sacramento Road.
 - Five Mile Slough – confluence with Fourteen Mile Slough to the north/south land levee at the east boundary line of Shima Tract.
- B. The acquisition of all interest in real property necessary or useful for the above described improvements or other improvements constructed by the District; and,
- C. The acquisition and/or construction of any other work, auxiliary to any of the above and necessary or useful to complete the same and to reduce the risk of flooding within the District.

Appendix A

Sample Benefit Unit Calculations

Appendix A
Flood Protection Restoration Assessment District
Sample Benefit Unit Calculations

Land – Use	Land Benefit	Improvement Benefit (EDU) x (Imp. Density Factor) x (Risk Factor)	Total MBU's
Single-family Res. ftprint < 1000sf	All parcels = .25 BU	(1DU x 1EDU/DU) x .8 x 1 = 0.8 BU	1.1
Single-family Res. 1000 > ftprint > 2000	All parcels = .25 BU	(1DU x 1EDU/DU) x 1 x 1 = 1.0 BU	1.3
Single-family Res. ftprint > 2000 sf	All parcels = .25 BU	(1DU x 1EDU/DU) x 1.2 x 1 = 1.2 BU	1.5
Agricultural Res.	All parcels = .25 BU	(1DU x 1EDU/DU) x 1 x 1 = 1.0 BU	1.3
3-Unit Apartment 1/2 acre parcel	.5ac x 1.5BU/ac = .75 BU	(3DU x .8EDU/DU) x 1 x .9 = 2.16 BU	2.9
11 Unit Apt. 3/4 acre parcel	.75ac x 1.5BU/ac = 1.125BU	[(4DU x .8EDU/DU) + (7DU x .6EDU/DU)] x 1 x .9 = 6.66 BU	7.8
41 Unit Apt. 3 acre parcel	3ac x 1.5BU/ac = 4.5 BU	[(4DU x .8EDU/DU) + (16DU x .6EDU/DU) + (21DU x .4EDU/DU)] x 1 x .9 = 19.8 BU	23.6
Grocery Store 1 acre parcel	1ac x 1.5BU/ac = 1.5 BU	(1ac x 6EDU/ac) x 2 x .9 = 10.8 BU	12.3
Regional Shopping 5 acre parcel	1ac x 1.5BU/ac + 3ac x .375BU/ac + 1ac x .125BU/ac = 2.75BU	[(1ac x 6EDU/ac) + (3ac x 1.5EDU/ac) + (1ac x 0.5EDU/ac)] x 2 x .9 = 19.8 BU	22.6
Service Station 1/4 acre parcel	.25ac x 1.5BU/ac = .375BU	(1/4ac x 6EDU/ac) x 2 x .9 = 2.7 BU	3.1
Office Building 2 acre parcel	1ac x 1.5BU/ac + 1ac x .375BU/ac = 1.875BU	[(1ac x 6EDU/ac) + (1ac x 1.5EDU/ac)] x 2 x 1.1 = 16.5 BU	18.4
Church 2 acre parcel	1ac x 1.5BU/ac + 1ac x .375BU/ac = 1.875BU	[(1ac x 6EDU/ac) + (1ac x 1.5EDU/ac)] x 1.5 x 1.1 = 12.375BU	14.3

Appendix A
Flood Protection Restoration Assessment District
Sample Benefit Unit Calculations

Industrial Building 10 acre parcel	1ac x 1.5BU/ac + 3ac x .375BU/ac + 6ac x .125BU/ac = 3.375BU	[(1ac x 6EDU/ac) + (3ac x 1.5EDU/ac) + (6ac x 0.5EDU/ac)] x 2 x .7 = 18.9 BU	22.3
Vacant SFR	All parcels = .25 BU	No imp. benefit = 0 BU	0.3
Vacant 1 acre parcel	1ac x 1.5BU/ac = 1.5 BU	No imp. benefit = 0 BU	1.5
Mobile Home Park 2 acre parcel	1ac x 1.5BU/ac + 1ac x .375BU/ac = 1.875BU	All parcels = 1 BU	2.9
Golf Course 20 acre parcel	1ac x 1.5BU/ac + 3ac x .375BU/ac + 16ac x .125BU/ac = 4.625 BU	All parcels = 1 BU	5.6
Vacant 40 acre parcel	1ac x 1.5BU/ac + 3ac x .375BU/ac + 36ac x .125BU/ac = 7.125 BU	No imp. benefit = 0 BU	7.1
Agricultural (Williamson Act or General Plan)	Not assessed	Not assessed	0.0

Note: For those properties that are bisected by the flood line, the Total BU's are multiplied by the appropriate Boundary Factor

Appendix B

Land Use Classifications

Appendix B
Flood Protection Restoration Assessment District
Land Use Classifications

San Joaquin County Assessor's Use Descriptions	Assessor's Use Codes
Single-Family Residential	
SFR, condominium, Agricultural Residential, Mobile home not in mobile home park	10-17, 51, 56, 94, 96, 401, 421, 451, 461, 463, 471, 481, 501, 511, 521
Multi-Family Residential	
Duplex, triplex, four-plex Apartments	21, 22, 31-32, 34-35, 41-48, 52
Retail and Service Commercial	
Stores & store combos, Department stores & super markets, Community & regional shopping centers, Restaurants, Service shops & service stations, Equipment sales and service, Misc. commercial	110-114, 120-121, 130-132, 140-144, 150-155, 201-203, 210-214, 250-252, 255-256, 260-263, 270-272, 280-285, 290-291, 771
Office/Professional	
Professional & office buildings, Medical and dental offices, Banks, savings and loans	170-173, 190-197, 240
Care/ Personal Recreational	
Hospitals & nursing homes, Rooming houses, Homes for the aged, Day care facility, Hotels/motels, Theaters & bowling alleys & skating rinks, Clubs, lodge halls	55, 59-65, 68, 70-71, 78, 180-184, 189, 204, 230, 231, 610-615, 620, 630-632, 640, 650, 651, 740-742, 750-752, 760
Manufacturing/Industrial	
Manufacturing outlets, Misc. industrial, Warehousing, Distribution and Storage, Lumber yards, Truck Terminal, Bulk Plants, Winery	253-254, 310-314, 320-324, 330-332, 340-342, 350-355, 360-363, 370-371, 381-382, 391, 392, 811, 812
Institutional	
Institutional & Churches, Private schools & colleges	710-711, 720-722, 730
Vacant-Like Developed	
Golf Courses & Driving Ranges, Parking Lots, Drive-in Theaters, Swimming Pools, Airports, Mineral Processing, Mobile Home Park, Cemeteries, Radio/TV Transmission Sites, Privately Owned Race Track, Privately Own Camps	90-93, 380, 393, 660-664, 670, 681, 690, 691, 772, 810, 813, 814, 820, 830, 890-892

Appendix B
Flood Protection Restoration Assessment District
Land Use Classifications

San Joaquin County Assessor's Use Descriptions	Assessor's Use Codes
Vacant Residential	
Vacant Residential Lots	1-7, 20, 30, 40, 50, 53-54
Vacant	
Vacant Lots	100-102, 107, 300-302, 307
Exempt	
	80-82, 95, 156, 200, 390, 400, 420, 450, 460, 462, 470, 480, 490, 500, 510, 520, 530, 550, 551, Common Areas, Right of Ways, Agricultural Parcels, Public 590, 591, 770, 780, 815, 821-824, 840-841, 850- Agency Properties 851, 860-862, 900-951

Appendix C

Diagram of Assessment District

Full-sized copies of the Assessment Diagram are on file in the Office of the Secretary, of the San Joaquin Area Flood Control Agency. Copies are also on file at the Office of the Clerk of the Board of Supervisors of the County of San Joaquin and at the Office of the City Clerk of the City of Stockton.

As required by the Act, the Assessment Diagram shows the exterior boundaries of the Assessment District and the assessment number assigned to each parcel of land corresponding to its number as it appears in the Assessment Roll contained in Appendix D. (The assessment number for each parcel is the San Joaquin County Assessor's Parcel Number.)

The lines and dimensions of each lot or parcel within the Assessment District are those lines and dimensions shown on the maps of the Assessor of the County of San Joaquin for the year in when this Report is prepared. The Assessor's maps and records are incorporated by reference herein and made part of this report.

Appendix D

2026/2027 Collection Roll

Parcel identification, for each lot or parcel within the District, shall be the parcel as shown on the San Joaquin County Assessor's map for the year in which this Report is prepared.

The Assessments have been levied in proportion to the estimated benefit that each parcel receives from the improvements in accordance with the method and formula of assessment as presented and approved upon formation of the District.

A listing of parcels of land, and the proposed assessment amount to each parcel for the Operation and Maintenance of the improvements is provided under a separate cover and by reference is made part of this report. For current ownership of each parcel of land, reference is made to the most recent equalized tax roll for the County of San Joaquin, which is by reference also made part of this report. The assessment amount for each parcel pursuant to approval of this report shall be submitted to the San Joaquin County Tax Collector for collection on the property tax bill for Fiscal Year 2026/2027.

RESOLUTION NO. SJAFCA 26-14

**SAN JOAQUIN AREA
FLOOD CONTROL AGENCY**

=====

**RESOLUTION TO APPROVE THE FLOOD PROTECTION RESTORATION ASSESSMENT
DISTRICT 2026/27 ENGINEER'S ANNUAL REPORT FOR OPERATION AND
MAINTENANCE AND ORDER THE LEVY AND COLLECTION OF FISCAL YEAR 2026/27
ASSESSMENTS WITHIN THE FLOOD PROTECTION RESTORATION ASSESSMENT
DISTRICT**

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

1. That the 2026/27 Engineer's Annual Report (Report) as presented, is hereby approved, and is ordered to be filed in the Office of the Secretary of the Board as a permanent record and to remain open to public inspection.

2. That the following notice duly given, the Board of Directors has held a full and fair public hearing regarding the San Joaquin Area Flood Control Agency's Flood Protection and Restoration Assessment District (District) levy and collection of assessments, the Report prepared in connection therewith, and considered all oral and written statements, protests and communications made or filed by interested persons regarding these matters.

3. That, based upon its review of the Report, a copy of which has been presented to the Board of Directors and which has been filed with the Secretary of the Board, the Board of Directors hereby finds and determines that:

- i. The land within the District will be benefited by the operation, maintenance and servicing of the improvements located within the boundaries of the District;
- ii. The District includes all of the lands so benefited; and,
- iii. The net amount to be assessed upon the lands within the District for the fiscal year commencing July 1, 2026, and ending June 30, 2027, is apportioned by a formula and method which fairly distributes the net amount among all eligible parcels in proportion to the special benefits to be received by each parcel from the improvements and services.

4. That the operation and maintenance of the improvements shall be performed pursuant to the Municipal Improvement Act of 1913, being Part 2 Division 12, of the Streets and Highways Code of the State of California, beginning with Section 10000 (Act) and shall include costs for personnel, utilities (water, electric, and other), purchase of maintenance equipment, weed abatement (herbicide spraying, mowing, and debris burning), rodent control, Aquatic Weed Control Program on Five Mile Slough, maintenance of levee patrol and access roads,

sedimentation removal, erosion control, patrolling and inspecting of facilities, maintenance of detention basin No. 1 pumps, pump station operation and maintenance, flood wall repairs, graffiti removal, providing an “emergency repair fund” and other applicable operation, maintenance and repair costs to be incurred annually as determined by the Board of the San Joaquin Area Flood Control Agency to maintain the level of benefit to the assessed parcels in the District.

5. That the County of San Joaquin Auditor-Controller shall enter on the County Assessment Roll, opposite each eligible parcel of land, the amount of levy so apportioned by the formula and method outlined in the Report, and such levies shall be collected at the same time and in the same manner as the County taxes are collected, pursuant to Chapter 2, Section 10100.8 of the Act.

6. That the County of San Joaquin Auditor-Controller shall deposit all money representing assessments collected by the County for the District to the credit of a fund for the District and such money shall be expended only for the operation, maintenance and servicing of the improvements described in Section 4.

7. That the adoption of this Resolution constitutes the District levy for the fiscal year commencing July 1, 2026, and ending June 30, 2027.

8. That the Secretary of the Board, or their designee, is hereby authorized and directed to file the levy with the County of San Joaquin Auditor-Controller upon adoption of this Resolution.

9. That the adoption of this Resolution approves the following appropriations:
- i. A one-time \$55,550 transfer from the O&M reserve fund to cover the additional funding requested by the District in the proposed FY 2026/27 budget.
 - ii. Up to \$100,000 from the O&M reserve fund and authorization of the Executive Director to use these funds to promptly deal with emergencies, or to authorize additional work needed, but not included in the O&M budget.

These appropriations will not affect the proposed Fiscal Year 2026/27 assessment rate and will be funded from the unexpended balance in the O&M reserve fund which has an estimated balance as of the May 8, 2026 of more than \$9,490,000, net of set asides for floodwall replacement which has been generated from carried forward fund balances from the previous years’ O&M assessments.

PASSED, APPROVED AND ADOPTED this 11 day of June, 2026.

MICHAEL BLOWER, Chair
of the San Joaquin Area
Flood Control Agency

ATTEST:

DARREN SUEN, 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

Agenda Item 7.1B

June 11, 2026

TO: San Joaquin Area Flood Control Agency

FROM: Darren Suen, Executive Director

SUBJECT: **PUBLIC HEARING TO APPROVE THE TECHNICAL MEMORANDUM FOR THE
LEVEE CONSTRUCTION & MAINTENANCE ASSESSMENT (LCMA) DISTRICT
AND ORDER THE LEVY AND COLLECTION OF ASSESSMENTS WITHIN THE
DISTRICT FOR FISCAL YEAR 2026/27**

RECOMMENDATION

It is recommended that the Board of Directors of the San Joaquin Area Flood Control Agency conduct a public hearing and upon conclusion of the public hearing adopt a resolution (**Attachment 1**) to approve the Technical Memorandum for the Levee Construction & Maintenance Assessment (LCMA) District (**Attachment 2**), which describes the Fiscal Year 2026/27 Annual Budget and Assessment, and orders the levy and collection of assessments within the LCMA District for fiscal year 2026/27.

DISCUSSION

Background

The San Joaquin Flood Control and Water Conservation District (District), was formed through State legislation in 1956 to construct, operate, maintain and plan flood control, water supply, drainage, and groundwater recharge projects. On December 19, 1961, the San Joaquin County Board of Supervisors, acting as the governing body of the District, created Zone 9 to provide for maintenance of existing channels, levees, and associated structures. Zone 9, with funding from a combination of property taxes and property assessments, provides for the operation and maintenance of 112 miles of levees and 119 miles of channels originally constructed by the United States Army Corps of Engineers (referred to as project levees and project channels). The Water Resources Division in the Department of Public Works administers the District and Zone 9 Special District budgets, and the Channel Maintenance Division performs the operations and maintenance activities.

San Joaquin Area Flood Control Agency (Agency) was established in 1995 with the primary goal of restoring a 100-year level of flood protection to the greater Stockton metropolitan area. To prevent the Federal Emergency Management Agency from placing the majority of the area within a Special Flood Hazard Area, the Agency planned, designed and constructed a suite of projects including the construction of floodwalls and improvements to approximately 40 miles of existing levees, 12 miles of new levees, modifications to 24 bridges, and the construction of two major detention basins and pump stations. The Agency formed an Assessment District (AD 96-1) in 1996 to fund the local share of these improvements and to provide funding for their long-term operations and maintenance needs. Currently, SJAFCA passes the funding generated from AD 96-1 on to the Channel Maintenance Division to perform the incremental operations and maintenance activities created with the Agency's project.

In September 2019, due to identified shortfalls in funding for ongoing Operations and Maintenance, the District began an evaluation to assess the feasibility of implementing a new benefit assessment. Through a separate effort, in September 2020, the Agency began evaluating the feasibility of implementing a new assessment to generate funding for the local share of the

PUBLIC HEARING TO APPROVE THE TECHNICAL MEMORANDUM FOR THE LEVEE CONSTRUCTION & MAINTENANCE ASSESSMENT (LCMA) DISTRICT AND ORDER THE LEVY AND COLLECTION OF ASSESSMENTS WITHIN THE DISTRICT FOR FISCAL YEAR 2026/27

Federally authorized Lower San Joaquin River Project (LSJRP). As a result of delays in these efforts due to the COVID 19 Pandemic and the identified overlap in efforts and beneficiaries, in July 2022 the District and the Agency executed an MOU to combine the individual efforts to form a single assessment district to fund operations, maintenance, repair, replacement and rehabilitation (OMRR&R or O&M) of the District maintained levees in Zone 9 as well as the Agency's flood risk reduction projects, including the LSJRP.

On June 15, 2023, after the conclusion of a voter approved Proposition 218 election, the Board adopted SJAFCA Resolution No. 23-16 approving the Final Engineer's Report and authorizing the formation of the Levee Construction and Maintenance Assessment (LCMA) District. The LCMA District was created as a single funding mechanism to both provide funding for the local cost share of the Lower San Joaquin River Phase 1 Project and the maintenance of the improved levees as well as provide additional funding for the Operations and Maintenance of District Zone 9 levees. Assessments have been levied annually on all parcels within the District, commencing fiscal year (FY) 2023/24, through the submittal of an assessment roll to the San Joaquin County Tax Collector. As part of the formation of the LCMA District in June 2023, the Board authorized the first year's levy of assessments on properties within LCMA District. The purpose of this item is to authorize the levy of assessments for Fiscal 2026/27.

Present Situation

In compliance with Proposition 218, parcels within the LCMA District (District) are assessed for the improvements and services that specially benefit each parcel. The special benefit provided to properties within the District is based on avoidance of flood damage to structures, contents of structures, and land. Annual costs are distributed across the properties within the District in proportion to the flood protection benefits (flood damages avoided) provided by the improvements and ongoing maintenance of the existing and improved levees. These flood damage reduction benefits are relative to i) depth of flooding; ii) type of land use (e.g., residential, commercial, industrial, etc.); and iii) parcel acreage. Reference is made to the Final Engineer's Report and the attached Technical Memorandum for the benefit calculation and assessment methodology for the District for fiscal year 2026/27. These documents are available for public inspection in the office of the Secretary of the Board and can also be viewed online at www.sjafca.com. A notice of the public hearing was published in The Stockton Record on May 28.2026.

The determination and assessment of the special benefits is described within the Final Engineer's Report. The assessment is made up of two components of service – Levee O&M Services and Levee Capital Services. The annual budget for these services is described within a separate item on this Agenda considering the Operating and Capital Budget Budgets for Fiscal Year 2026/27 and is further restated here.

Table 1 below presents a comparison of the projected actual expenditures relative to the approved budget for Fiscal Year 2025/26 as well as a budget for Fiscal Year 2026/27. The Budgeted revenues for Fiscal Year 2026/27 reflect a 1.75% escalation rate¹ which is the maximum annual assessment escalation authorized within the approved Engineer's Report. Whereas,

¹ The authorized escalation rate is based on change in the February to February CPI-W Index for All Items in San Francisco-Oakland-Hayward geography, not seasonally adjusted (base year 1982-84=100)

PUBLIC HEARING TO APPROVE THE TECHNICAL MEMORANDUM FOR THE LEVEE CONSTRUCTION & MAINTENANCE ASSESSMENT (LCMA) DISTRICT AND ORDER THE LEVY AND COLLECTION OF ASSESSMENTS WITHIN THE DISTRICT FOR FISCAL YEAR 2026/27

consistent with Government Code §53739, the Board may levy the Assessment in future years without conducting a new ballot proceeding so long as the Assessment is within the stated inflation-adjusted Assessment Rate authorized by the original balloting proceeding.

Funding from the levy of assessments within the LCMA District for Fiscal Year 2026/27 will be utilized consistent with the authorized services for the following:

- To provide funding directly to SJAFCA and Zone 9 of the San Joaquin Flood Control and Water Conservation District to support Levee Operations and Maintenance and Flood Control Improvements within the Zone 9. On April 10, 2026, the County's Department of Public Works transmitted a request for funding from the LCMA District in the amount of \$911,000 for Fiscal Year 2026/27 (Including within Attachment 2). This amount has been included with the LCMA Budget shown in Table 1 below;
- To provide funding to SJAFCA to support the Operations and Maintenance of the Smith Canal Gate. Within the same April 10, 2026 letter, the County's Department of Public Works indicated a budget need of \$350,000 to fund this year's O&M of the Smith Canal Gate;
- To provide funding to SJAFCA to support the local sponsor obligations of the Lower San Joaquin River Phase 1 Project;
- To pay debt service on Bonds Issued by SJAFCA secured by LCMA Assessment Revenues; and,
- To fund the administrative costs of the Assessment District.

Table 2 below provides, additional details regarding the budget for ongoing Smith Canal Gate Operations and Maintenance.

PUBLIC HEARING TO APPROVE THE TECHNICAL MEMORANDUM FOR THE LEVEE CONSTRUCTION & MAINTENANCE ASSESSMENT (LCMA) DISTRICT AND ORDER THE LEVY AND COLLECTION OF ASSESSMENTS WITHIN THE DISTRICT FOR FISCAL YEAR 2026/27

**TABLE 1 – LEVEE CONSTRUCTION & MAINTENANCE ASSESSMENT DISTRICT
FY 2025/26 BUDGET TO ACTUAL COMPARISON & FY 2026/27 BUDGET**

FY 2026/27 LCMA District Program Budget	Approved Budget FY 2025/26	Estimated Actuals 5/8/2026	Proposed Budget FY 2026/27
REVENUES			
Direct Assessments	\$7,971,000	\$4,442,266	\$8,075,813
Interest	\$0	\$175,004	\$0
Total Revenues	\$7,971,000	\$4,617,270	\$8,075,813
EXPENDITURES			
Assessment Administration	\$170,000	\$128,657	\$170,000
O&M Services			
O&M Services - Direct Transfer to Zone 9	\$889,000	\$361,353	\$911,000
O&M Services - SJAFCA Support for Zone 9	\$509,800	\$0	\$487,800
Subtotal O&M Services	\$1,398,800	\$361,353	\$1,398,800
Levee Construction Services			
Smith Canal Gate [1]	\$661,700	\$324,671	\$661,700
Lower San Joaquin River Project Allocation	\$3,000,000	\$3,107,068	\$5,750,000
Estimated Debt Service (2023 Bonds)	\$1,717,165	\$1,703,351	\$1,705,336
Subtotal Construction Services	\$5,378,865	\$5,135,090	\$8,117,036
TOTAL EXPENDITURES	\$6,947,665	\$5,625,100	\$9,685,836
NET FUND BALANCE CHANGE	\$1,023,335	(\$1,007,830)	(\$1,610,023)
ESTIMATED BEGINNING BALANCE [2]	\$7,898,612	\$7,898,612	\$9,096,951
ENDING BALANCE	\$8,921,947	\$6,890,782	\$7,486,928

[1] FY 2025/26 for Smith Canal Gate Interim O&M expenses. See Additional details for Operating Expenses for FY 2026/27

[2] FY 2025/26 Starting fund balance per finalized Audited Financial Statements FYE June 30, 2025. FY 2025/26 Starting fund balance includes interest earned on the fund balance to date not previously budgeted.

PUBLIC HEARING TO APPROVE THE TECHNICAL MEMORANDUM FOR THE LEVEE CONSTRUCTION & MAINTENANCE ASSESSMENT (LCMA) DISTRICT AND ORDER THE LEVY AND COLLECTION OF ASSESSMENTS WITHIN THE DISTRICT FOR FISCAL YEAR 2026/27

**TABLE 2 – LEVEE CONSTRUCTION & MAINTENANCE ASSESSMENT DISTRICT
SMITH CANAL GATE FY 2026/27 OPERATIONS & MAINTENANCE BUDGET**

FY 2026/27 LCMA District Smith Canal Gate O&M Details	Approved Budget FY 2025/26	Estimated Actuals 5/8/2026	Proposed Budget FY 2026/27
EXPENDITURES			
County O&M Estimated Request	\$350,000	<i>Included Below</i>	\$350,000
<i>Interim O&M Cost Details</i>			
Property Liability Insurance	\$100,000	<i>Included Below</i>	\$100,000
Interim O&M	\$120,000	<i>Included Below</i>	\$120,000
Subtotal Interim O&M	\$220,000	\$232,971	\$220,000
<i>10-Yr Recurrent Interval Set Asides</i>			
Stop Log Install	\$34,900	\$34,900	\$34,900
Miscellaneous Repairs / Inspections	\$34,900	\$34,900	\$34,900
Permitting (Balance Not Funded w/ Project)	\$21,900	\$21,900	\$21,900
Total Reserve Set Asides	\$91,700	\$91,700	\$91,700
Subtotal SCG O&M Services	\$661,700	\$324,671	\$661,700

PUBLIC HEARING TO APPROVE THE TECHNICAL MEMORANDUM FOR THE LEVEE CONSTRUCTION & MAINTENANCE ASSESSMENT (LCMA) DISTRICT AND ORDER THE LEVY AND COLLECTION OF ASSESSMENTS WITHIN THE DISTRICT FOR FISCAL YEAR 2026/27

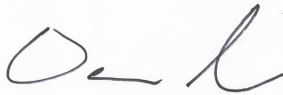
The FY 2026/27 assessment collection will assess approximately 94,464 parcels and will generate approximately \$8,075,813 the LCMA District. **Table 3** below provides the estimated range of annual assessment rates for the parcels within the LCMA District and the number of parcels in each rate range. The exact amounts levied may vary based on the finalized assessor's role for Fiscal Year 2026/27:

TABLE 3 – LEVEE CONSTRUCTION & MAINTENANCE ASSESSMENT DISTRICT
FISCAL YEAR 2026/27 ASSESSMENTS

RANGE	\$2-\$100	>\$100-\$200	>\$200-\$400	>\$400-\$800	>\$800
NO. OF PARCELS	72,777	12,628	7,189	1,250	620

By adopting the attached resolution at the conclusion of the public hearing, the Board will adopt a resolution to approve the Technical Memorandum for the LCMA Assessment District and order the levy and collection of assessments within the District for FY 2026/27.

PREPARED BY: Seth Wurzel, Larsen Wurzel & Associates, Inc.



Darren Suen
Executive Director

Attachments:

1. Technical Memorandum dated June 11, 2026 re: Fiscal Year 2026/27 Levee Construction & Maintenance Assessment District ("LCMA") – Prepared by Larsen Wurzel & Associates, Inc.
2. Resolution 26-15 Board of Directors of the San Joaquin Area Flood Control Agency Approving the Technical Memorandum and Ordering of the Levy and Collection of Assessments within the Levee Construction and Maintenance Assessment District for Fiscal Year 2026-27

Technical Memorandum

San Joaquin Area Flood Control Agency

June 11, 2026

Fiscal Year 2026/27 Levee Construction & Maintenance Assessment District ("LCMA")

Prepared for: San Joaquin Area Flood Control Agency Board of Directors

Prepared by: David Lee

Reviewed by: Seth Wurzel, CGFM

Assessment District History

The Levee Construction & Maintenance Assessment (LCMA) District was formed in June 2023 by the San Joaquin Area Flood Control Agency (Agency) to levy a special benefit assessment to fund operations, maintenance, repair, replacement and rehabilitation (OMRR&R or O&M) of San Joaquin Flood Control and Water Conservation District Zone 9 (Zone 9) maintained levees as well as flood risk reduction projects, including the Federally Authorized Lower San Joaquin River Project (LSJRP), to ensure continued Federal Emergency Management Agency (FEMA) accreditation of levees providing 100-year protection into the future (collectively the "Services").

The LSJRP consists of 23 miles of levee improvements and two closure structures. Construction of one of those closure structures, the Smith Canal Gate (SCG), was advanced early by SJAFCA and is a critical component of the implementation and funding approach defined in the Final Engineer's Report. As further described within the Final Engineer's Report, because of the relationship between the LSJRP, the SCG, and the previously formed Smith Canal Area Assessment District¹ (SCAAD), as part of the formation of the LCMA District, SJAFCA's actions included; 1) The cessation future levies of SCAAD assessments on properties located within that District, and 2) the refunding of SCAAD Bonds as part the issuance of LCMA Bonds. Further, as it relates to the SCG, revenues from the LCMA District would be utilized to fund the remaining local share of the SCG and funding its ongoing O&M.

Commencing in Fiscal Year 2023/24, LCMA District revenues collected are being used to 1) fund Zone 9 related O&M expenses, 2) pay debt service payments for the bonds issued to finance the authorized facilities, 3) pay for the administration of the District, and 4) while the LSJRP is being designed and constructed, directly fund local sponsor obligations on a pay-as-you-go basis.

Fiscal Year 2026/27 Budget

To fund the services discussed above funding from the levy of assessments within LCMA District for Fiscal Year 2026/27 will be utilized as follows:

- To provide funding directly to SJAFCA and Zone 9 of the San Joaquin Flood Control and Water Conservation District to support Levee Operations and Maintenance and Flood Control Improvements within the Zone 9. On April 10, 2026, the County's Department of Public Works transmitted a request

¹ The SCAAD was formed to raise funding for the local share of the SCG and its ongoing Operations & Maintenance.

for funding from the LCMA District in the amount of \$911,000 for Fiscal Year 2026/27 (Attachment 1).

This amount has been included with the LCMA Budget shown in Table 1 below;

- To provide funding to SJAFCA to support the Operations and Maintenance of the Smith Canal Gate. Within the same April 10, 2026 letter, the County's Department of Public Works indicated a budget need of \$350,000 to fund the next year of Smith Canal O&M;
- To provide funding to SJAFCA to support the local sponsor obligations of the Lower San Joaquin River Phase 1 Project;
- To pay debt service on Bonds Issued by SJAFCA secured by LCMA Assessment Revenues; and,
- To fund the administrative costs of the Assessment District.

Table 1 presents the FY 2026/27 Budget consistent with the description above. **Table 2** provides additional details to support the budget presented in Table 1.

Annual Assessment

Assessment Methodology

The special benefit conveyed to a parcel from Levee Capital and O&M Services (in terms of Levee Benefit Units) is based on the flood damage reduction received by the parcel due to the decreased likelihood of flooding caused by a levee failure.

The methodology for calculating Levee Capital and O&M Benefit Units for each parcel utilizes the following property characteristics:

1. The size (acreage) of each parcel;
2. The Land Use Category assigned to each parcel;
3. The average structure size (square footage) per acre for each Land Use Category or sub-Category;
4. The depth of flooding from each breach scenario affecting the parcel;
5. The Relative Land Damage Rate per acre;
6. The Structure Damage Rate per square foot;
7. Whether the parcel was located within the prior SCAAD Assessment; and
8. Length of levee represented by each breach scenario (for Levee O&M Services for Zone 9 Project levees only).

Reference is made to the Final Engineer's Report dated June 15, 2023 for the tables depicting factors utilized for determining Levee Capital and O&M Benefit Units.

Table 1
Levee Construction & Maintenance Assessment District
Fiscal Year 2026/27 Budget

Item	Amount
REVENUES	
Estimated Assessment Revenues [1]	\$8,075,813
Total Revenues	
EXPENDITURES	
Assessment Administration [2]	\$170,000
O&M Services	
O&M Services - Direct Transfer to SJCFWCDC Zone 9	\$911,000
O&M Services - SJAFCA provided Support for Zone 9	\$487,800
Subtotal O&M Services	\$1,398,800
Levee Construction Services	
Smith Canal Gate O&M and Start Up Costs [3]	\$661,700
Lower San Joaquin River Project Expenditures	\$5,750,000
Debt Service (2023 AR Bonds)	\$1,705,336
Subtotal Construction Services	\$8,117,036
Total Expenses	\$9,685,836
Net Fund Balance Change	(\$1,610,023)
ESTIMATED FUND BALANCE (6/30/26)	\$8,921,947
ESTIMATED ENDING BALANCE (6/30/2027)	\$7,311,924

[1] Based on Board of Approval of the full allowable FY 2026/27 Escalation

[2] Assessment Administration includes the County Auditor Controller's cost of enrolling the direct charge on the secured tax roll, LWA's cost of preparing the roll and direct billing and the cost of outreach to property owners.

[3] Reference Table 2.

"TM Table 1"

Table 2
Levee Construction & Maintenance Assessment District
Fiscal Year 2025/26 Smith Canal First Year O&M Budget

Item	Amount
EXPENDITURES	
County O&M Estimated Request	\$350,000
<i>One Time Start Up Cost Details</i>	
Parking Lot Re-Surface	\$0
Generator Procurement	\$0
Electronic Communications Interface	\$0
Miscellaneous / Other Items	\$0
Property Liability Insurance	\$100,000
Interim O&M	\$120,000
<i>One Time Start Up Costs</i>	<i>\$220,000</i>
10-Yr Recurrent Interval Set Asides	
Stop Log Install	\$34,900
Miscellaneous Repairs / Inspections	\$34,900
Permitting (Balance Not Funded w/ Project)	\$21,900
<i>Total Reserve Set Asides</i>	<i>\$91,700</i>
Subtotal FY 2025/26 SCG O&M Services	\$661,700

"TM Table 2"

Assessment Rate

The maximum proportional assessment rate for parcels within the LCMA District is shown in **Table 3** below. This rate is based upon the original budget and original amount of Total Benefit Units reflected in the Final Engineer's Report. This rate is subject to escalation as discussed later in this report.

Table 3
Levee Capital and Maintenance Assessment (LCMA)
Initial Proposed Assessment Rate Calculation - FY 2023/24

FY 2023/24 Budget	Total Benefit Units	Proposed FY 2023/24 Assessment Rate
A	B	C = A / B
Reference Table 4	Reference Table 10 & 12 [1]	
\$7,684,000	5,431,715,195	\$0.001415

Source: Table 14 in the Final Engineer's Report

Assessment Calculation

Using the parcel assessment equations presented in the Final Engineer's Report and supporting LBU equations as well as parcel attributes including parcel size, average structure size, relative land damage rate per acre, structure damage rate per square foot, and the initial proposed assessment rate, an individual parcel's assessment can be calculated.

The following list of steps are taken to calculate a parcel's assessment:

- Step 1 – Determine the Parcel Size, Land Use, Breach Name, Representative Levee Length.
- Step 2 – Using the Final Engineer's Report **Table 7**, determine the Average Structure Size.
- Step 3 – Using Final Engineer's Report **Table 8**, determine the Relative Land Damage Rate per Acre.
- Step 4 – Using Final Engineer's Report **Table 9**, determine the Structure Damage Rate per Square Foot.
- Step 5 – Using Final Engineer's Report **Table 10**, determine the Contents Damage Rate per Square Foot.
- Step 6 – Calculate the Parcel OBU using **Equation 1** in the Final Engineer's Report.
- Step 7 – Calculate the Parcel CBU using **Equation 2** in the Final Engineer's Report.
- Step 8 – Determine if the parcel is within the previous SCAAD boundaries and add SCAAD Factor.

Step 9 – Calculate the Parcel LBU using **Equation 3** in the Final Engineer’s Report.

Step 10 – Calculate the parcel assessment using **Equation 3** in the Final Engineer’s Report.

Step 11 – Round down to the closest multiple of \$0.02. Raise up to \$ 2.00 if it is less than the minimum²

Annual Escalation

To ensure that SJAFCA can provide the needed services over time, it is important to allow for an increase of the assessment over time to address the rising costs of labor, supplies, and materials. The Assessment Engineer has determined that an appropriate escalation factor is a factor that is reflective of rising labor costs and goods over time. Therefore, beginning in FY 2024/25 and each year thereafter, the maximum authorized assessment may be increased subject to an annual inflationary escalator pursuant to Government Code § 53739 (b), based on the annual change in the Consumer Price Index February to February CPI-W for San Francisco-Oakland-Hayward all Items, with Base Period 1982-84 = 100, published by the U.S. Department of Labor, Bureau of Labor Statistics, subject to a minimum of zero percent and a maximum of 4% in any given year. The adjustment to the maximum authorized assessment would be applied to the prior year’s annual assessment rate.

The Annual Escalation, for Fiscal Year 2026/27 as determined by the change in the referenced CPI Index is shown in **Table 4** below.

² Assessments are rounded down to the closest multiple of \$0.02 as required by the San Joaquin County Assessor’s office for submission of the special assessment roll for collection on County Property Tax Bills.

Table 4
Levee Construction & Maintenance Assessment District
Assessment Rate Escalation

Item	Escalation Factor [1]	\$ / LBU
Initial Maximum Proportional Assessment Rate - FY 2023/24		\$0.001415
Maximum Proportional Assessment Rate - FY 2024/25	1.0293	\$0.001456
Maximum Proportional Assessment Rate - FY 2025/26	1.0271	\$0.001495
Maximum Proportional Assessment Rate - FY 2026/27	1.0175	\$0.001521

[1] Based on the annual change in the Consumer Price Index February to February CPI-W for San Francisco-Oakland-Hayward all Items, with Base Period 1982-84 = 100, published by the U.S. Department of Labor, Bureau of Labor Statistics, subject to a minimum of zero percent and a maximum of 4% in any given year.

Minimum Assessment

The Agency has determined that the collection of very small annual assessments can result in a net loss to the Agency due to the costs of processing. In light of the legal obligation to ensure that property owners pay assessments in proportion to the special benefit they receive, the Agency has determined that waiving those very small assessments is not legally permissible. The Agency has therefore set a minimum assessment at \$2.00. The minimum annual assessment will be \$2.00 per parcel to reflect the cost to administer the Assessment Roll. All annual assessments calculated to be less than \$2.00 will be raised to the \$2.00 minimum. If the additional revenue collected by the SJAFCA due to the minimum assessment exceeds the cost to administer the Assessment Roll, the funds will be added to the reserve fund for the LCMA's Services.

Duration of the Assessment

As the assessment was approved by property owners in an assessment ballot proceeding conducted pursuant to Article XIIID Section 4 of the State Constitution and Government Code § 53750, et. seq., and subsequently approved by the SJAFCA Board of Directors, the assessment can be levied annually commencing FY 2023/24. The Executive Director will establish the assessment rate each year and while the assessment is only effective for that year, the assessment may be continued each year without another ballot proceeding with approval of the SJAFCA Board of Directors. The annual budget for Levee Capital Services will be collected by SJAFCA for 30 years following a final bond issuance which is expected in 2038. The budget for Levee O&M services will be collected each year that Levee O&M Services are provided, which is expected to be in perpetuity. On-going annual assessments cannot be increased without property owner approval, except for the annual escalation as described above.

Appeal Process

Any property owner who believes his or her property should be reclassified and the assessment adjusted may file a written appeal with the SJAFCA Executive Director. Any such appeal is limited to correction of an assessment during the then-current fiscal year and future years.

All appeals must include a statement of reasons why the property should be reclassified and may include supporting evidence. On the filing of any such appeal, the Executive Director will direct staff to promptly review the appeal and any information provided by the property owner and may investigate and assemble additional evidence necessary to evaluate the appeal. If the Executive Director finds that the assessment should be modified, the appropriate changes will be made to the assessment roll for the following fiscal year. Any such changes approved after the assessment roll has been filed with the County for collection, will not result in a refund of the current or any prior year's assessments paid before the appeal was filed unless so directed by the Executive Director.

District Boundary

The LCMA District Boundary encompasses all properties that receive a special benefit from Levee Capital and O&M Services as described in the Final Engineer's Report. Properties receiving special benefit from the Levee O&M Services were identified through the flood breach analyses prepared by R&F Engineering (R&F). Properties receiving special benefit from the Levee Capital Services were identified from a combination of floodplain mapping sources. The analyses completed by R&F have been documented and incorporated into the Final Engineer's Report as **Appendix C**. The Final Assessment Diagram is on file at SJAFCA's office.

Assessment Roll

The Assessments have been levied in proportion to the estimated benefit that each parcel receives from the improvements in accordance with the method and formula of assessment as presented and approved upon formation of the LCMA District.

A listing of parcels of land, and the proposed assessment amount to each parcel is provided under a separate cover and by reference is made part of this Memorandum. For current ownership of each parcel of land, reference is made to the most recent equalized tax roll for the County of San Joaquin. The assessment amount for each parcel pursuant to approval of this Memorandum shall be submitted to the San Joaquin County Tax Collector for collection on the property tax bill for Fiscal Year 2026/27.

Summary of Assessments

The assessment for all parcels in the LCMA District by general land use category is summarized in **Table 5** below.

Table 5
San Joaquin Area Flood Control Agency
Levee Construction and Maintenance Assessment
Summary of Assessment FY 2026/27

Land Use Category	Parcel Count	Proposed Assessment Rates / Parcel			Total Assessments
		Average	95th Percentile	Maximum	
Agricultural	771	\$15	\$80	\$559	\$11,389
Blended	82	\$1,297	\$6,952	\$27,709	\$106,333
Commercial	3,385	\$265	\$1,313	\$12,611	\$895,997
Industrial	962	\$554	\$2,681	\$21,076	\$532,771
Mobile Home	145	\$43	\$108	\$2,516	\$6,294
Multi-Family Residential	5,839	\$148	\$385	\$17,943	\$863,888
Open Space	2,289	\$6	\$7	\$5,086	\$12,632
Open Space - Developed	3,162	\$7	\$18	\$6,839	\$22,281
Rural Residential	1,075	\$8	\$27	\$693	\$8,917
School	170	\$1,017	\$5,678	\$19,205	\$172,817
Single-Family Residential	76,584	\$71	\$258	\$861	\$5,442,496
Total All Land Uses within County	94,464				\$8,075,813



LARSEN WURZEL
& Associates, Inc.

2450 Venture Oaks Way, Suite 240 • Sacramento, CA 95833

www.larsenwurzel.com

Attachment 1

**April 10, 2026, the County's Department of Public Works
Request for LCMA and Smith Canal Funding**



SAN JOAQUIN
—COUNTY—
Greatness grows here.



Department of Public Works

Najee Zarif, Director

Alex Chetley, Deputy Director - Development

Kristi Rhea, Deputy Director - Administration

David Tolliver, Deputy Director - Operations

April 10, 2026

Mr. Darren Suen, Executive Director
San Joaquin Area Flood Control Agency
22 East Weber Avenue, Suite 301
Stockton, California 95202-2317

Subject: San Joaquin Area Flood Control Agency Fiscal Year 2026–27 Proposed Operations & Maintenance Budget

Dear Mr. Suen,

The San Joaquin County Public Works Department (County) is pleased to submit the attached Fiscal Year 2026–27 Operations and Maintenance (O&M) Budget proposal for your consideration.

The proposed budget for cost-shared flood protection facilities reflects the successful Proposition 218 effort to increase maintenance assessment revenue, as well as Zone 9 assessments. As shown in the attached table, actual expenditures have remained below prior budget requests. While high flow events in 2017 and 2023 caused minor erosion requiring additional maintenance efforts, the U.S. Army Corps of Engineers and FEMA are addressing more significant damage under PL 84-99, helping to reduce overall costs.

For FY 2026–27, the County requests \$985,000 for the 96-1 budget. In addition, the budget includes \$350,000 for temporary operations at the Smith Canal Gate and \$911,000 for the Levee Construction and Maintenance Assessment (LCMA), for a total request of \$2,246,000 (see attachment).

We recognize that maintenance costs continue to exceed available O&M assessment revenues. Accordingly, this request does not include standard increases for labor and equipment operating costs. The proposed budget reflects the minimum resources necessary to adequately maintain the facilities.

San Joaquin Area Flood Control Agency Fiscal Year 2026–27 Proposed Operations & Maintenance Budget

Public Works staff appreciates the continued coordination and cooperation with your team and looks forward to working together in the coming year.

Please feel free to contact me at (209) 468-3031 if you have any questions.

Sincerely,

A handwritten signature in blue ink that reads "David Tolliver". The signature is fluid and cursive, with the first name "David" and the last name "Tolliver" clearly distinguishable.

DAVID TOLLIVER
Deputy Director of Operations

Attachment

c: Najee Zarif, Director of Public Works
 Alex Chetley, Deputy Director of Development Services
 Eric Ambriz, Channel Maintenance Superintendent
 Ashley Couch, Water Resources Manager

COUNTY OF SAN JOAQUIN 2026-27 PROPOSED BUDGET

Assessment District No. 96-1 Flood Protection System

Fund - 21116

Department - 2910000000

	ACTUAL 2024-25	APPR BUDGET 2025-26	ESTIMATED 2025-26	RCMND BUDGET 2026-27
Expenditures				
6201005600 GENERAL OFFICE SUPPLIES	0	0	0	0
6206000300 COMMUNICATIONS CELL PHONE	0	1,250	1,250	1,250
6211000000 MAINTENANCE EQUIPMENT	0	15,750	6,500	15,000
6214000000 RENTS & LEASES -EQUIPMENT	0	0	0	0
6214000200 EQUIPMENT RENTAL-COUNTY OWNED	87,246	73,500	73,500	80,000
6220001000 AUDITOR'S PAYROLL & A/P CHARGES	136	0	0	1,000
6221000000 PROFESSIONAL SVS		105,000	50,000	100,000
6221004000 PROFESSIONAL SVS-COUNTY	0	0	0	0
6221004900 REFUSE DISPOSAL CHARGES	531	0	0	0
6221312400 PROFESSIONAL SVS SMITH CANAL GATE	50,235	350,000	69,150	350,000
6221312500 PROFESSIONAL SVS LCMA	103,039	889,000	296,131	911,000
6221020000 ALLOCATED SERVICE DEPT COSTS	0	239,570	239,570	251,995
6221020900 COUNTY COUNSEL LEGAL SVS	0	0	0	0
6226001600 LICENSES & PERMITS	0	0	0	0
6226003000 MATERIALS	16,378	52,500	40,000	55,250
6226003100 LABOR	435,941	460,680	460,680	465,505
6226101800 SPECIAL DEPARTMENT EXPENSE-SAFETY	0	0	0	1,000
6240000000 CLOTHING & PERSONAL SUPPLIES	0	0	0	3,500
6269000000 SMALL TOOLS & INSTRUMENTS	0	10,500	5,000	10,500
SERVICES AND SUPPLIES	693,506	2,197,750	1,241,781	2,246,000
6451000000 EQUIPMENT	0	0	0	0
CAPITAL EXPENDITURES	0	0	0	0
6810250100 SJAFCA Flood Wall Repair	0	26,250	20,000	0
PUBLIC WORKS FLOOD WALL REPAIR	0	26,250	20,000	0
TOTAL EXPENDITURES	693,506	2,224,000	1,261,781	2,246,000

RESOLUTION NO. SJAFCA 26-15

**SAN JOAQUIN AREA
FLOOD CONTROL AGENCY**

=====

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE SAN JOAQUIN AREA FLOOD
CONTROL AGENCY APPROVING THE TECHNICAL MEMORANDUM AND ORDERING OF
THE LEVY AND COLLECTION OF ASSESSMENTS WITHIN THE LEVEE CONSTRUCTION
AND MAINTENANCE ASSESSMENT DISTRICT FOR FISCAL YEAR 2026/27**

WHEREAS, the San Joaquin Area Flood Control Agency (the "Agency") is a joint powers agency that was created in May 1995 between the City of Stockton ("Stockton"), San Joaquin County ("County") and the San Joaquin County Flood Control and Water Conservation District ("SJCFWCWD"), for the purpose of providing flood protection services for the City of Stockton and surrounding unincorporated areas of the County;

WHEREAS, in January of 2018 Stockton, the County, the SJCFWCWD, the City of Lathrop ("Lathrop"), and the City of Manteca ("Manteca") executed an Amended and Restated Joint Exercise of Powers Agreement to reform the Agency by adding Lathrop and Manteca as members;

WHEREAS, the SJCFWCWD maintains a system of 119 miles of flood control channels and 112 miles of flood control levees ("Project channels" and "Project levees," respectively) in accordance with agreements with the United States Army Corps of Engineers ("USACE") and the California Department of Water Resources ("DWR");

WHEREAS, On June 15, 2023, after the conclusion of a voter approved Proposition 218 election, the Board adopted SJAFCA Resolution No. 23-16 establishing the Levee Construction and Maintenance Assessment District ("LCMA Assessment District") to fund the cost of constructing levee and flood control improvements incident to the LSJRP either directly or in partnership with the USACE, as well as costs of the operation and maintenance of levees and flood control facilities (collectively, the "Services");

WHEREAS, the Services provide special benefits to certain parcels in North and Central Stockton and the surrounding area (collectively, the "Properties") within the proposed boundaries of the LCMA Assessment District;

WHEREAS, the boundaries of the LCMA Assessment District area include all the Properties that receive special benefit from the Services, while excluding properties not receiving special benefits from the Services and any incidentally-benefited properties in adjacent areas;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the San Joaquin Area Flood Control Agency as follows:

1. The above recitals are true and correct and are incorporated into this Resolution by this reference.

2. The Board, by separate resolution approved on June 11, 2026 approved the Fiscal Year 2026-27 Annual Budget for the LCMA Assessment District.

3. The Technical Memorandum dated June 11, 2026 prepared by Larsen Wurzel & Associates, Inc. ("Memorandum"), is hereby approved, and is ordered to be filed in the Office of the Secretary of the Board as a permanent record and to remain open to public inspection.

4. That following notice duly given, the Board of Directors has held a full and fair public hearing regarding the LCMA Assessment District, the levy and collection of assessments, the report prepared in connection therewith, and considered all oral and written statements, protests and communications made or filed by interested persons regarding these matters.

5. That based upon its review of the Memorandum, a copy of which has been presented to the Board of Directors and which has been filed with the Secretary of the Board, the Board of Directors hereby finds and determines that:

- i. The land within the LCMA Assessment District is specially benefited by the improvements and operation, maintenance and servicing of the improvements financed by the District;
- ii. The LCMA Assessment District includes all of the lands so specially benefited; and,
- iii. The net amount to be assessed upon the lands within the LCMA Assessment District for the fiscal year commencing July 1, 2026, and ending June 30, 2027, is apportioned by a formula and method which fairly distributes the net amount among all eligible parcels in proportion to the special benefits received by each parcel from the improvements and services.

6. The levy of assessments within LCMA Assessment District for Fiscal Year 2026/27 will be utilized to fund the Services as follows:

- i. To provide funding directly to SJAFCA and Zone 9 of the San Joaquin Flood Control and Water Conservation District to support Levee Operations and Maintenance and Flood Control Improvements within the Zone 9;
- ii. To provide funding to SJAFCA to support the Operations and Maintenance of the Smith Canal Gate;
- iii. To provide funding to SJAFCA to support the local sponsor obligations of the Lower San Joaquin River Phase 1 Project;
- iv. To pay debt service on Bonds Issued by SJAFCA secured by LCMA Assessment Revenues; and,
- v. To fund the administrative costs of the LCMA Assessment District.

7. That the County of San Joaquin Auditor-Controller shall enter on the County Assessment Roll, opposite each eligible parcel of land, the amount of levy so apportioned by the formula and method outlined in the Memorandum, and such levies shall be collected at the same time and in the same manner as the County taxes are collected.

8. That the County of San Joaquin Auditor-Controller shall deposit all money representing assessments collected by the County for the District to the credit of a fund for the District and such money shall be expended only for the items described in Section 6.

9. That the adoption of this Resolution constitutes the LCMA Assessment District levy for the fiscal year commencing July 1, 2026, and ending June 30, 2027.

10. That the Secretary of the Board, or their designate, is hereby authorized and directed to file the levy with the County of San Joaquin Auditor-Controller upon adoption of this Resolution.

PASSED, APPROVED AND ADOPTED this 11 day of June, 2026.

MICHAEL BLOWER, Chair
of the San Joaquin Area

Flood Control Agency

ATTEST:

DARREN SUEN, 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

Agenda Item 7.1C

June 11, 2026

TO: San Joaquin Area Flood Control Agency Board of Directors

FROM: Darren Suen, Executive Director

SUBJECT: **PUBLIC HEARING TO APPROVE THE TECHNICAL MEMORANDUM FOR THE MOSSDALE TRACT OVERLAY ASSESSMENT DISTRICT (OAD) AND ORDER THE LEVY AND COLLECTION OF ASSESSMENTS WITHIN THE DISTRICT FOR FISCAL YEAR 2026/27**

RECOMMENDATION

It is recommended that the Board of Directors of the San Joaquin Area Flood Control Agency conduct a public hearing and upon conclusion of the public hearing adopt a resolution (**Attachment 1**) to approve the Technical Memorandum for the Mossdale Tract Overlay Assessment District (OAD) (**Attachment 2**), which outlines the Fiscal Year 2026/27 Annual Budget and Assessment, and orders the levy and collection of assessments within the Mossdale OAD for Fiscal Year 2026/27.

DISCUSSION

Background

The Mossdale Tract Overlay Assessment District ("Mossdale OAD") was formed in 2024 following a Proposition 218 assessment ballot proceeding in which affected property owners approved the new assessment district. The OAD was established to provide a local funding mechanism for levee improvements aimed at achieving a 200-year Urban Level of Flood Protection (ULOP) in the Mossdale Tract area, in compliance with State law (SB 5). Achieving a 200-year level of flood protection is critical to ensure continued economic development and public safety within the communities in the Mossdale Tract Area.

The Mossdale OAD is a benefit assessment district formed under the Benefit Assessment Act of 1982 (Government Code §54703 et seq.) and was formed in accordance with Proposition 218 (Article XIII D of the California Constitution and the Proposition 218 Omnibus Implementation Act). These laws require that assessments be levied only for special benefits conferred on property, with costs apportioned according to the benefit received. In this case, the special benefit to each parcel is the reduction in flood risk (avoided flood damages) attributable to the Mossdale Tract levee improvement project. The assessment methodology, as detailed in the final Engineer's Report, calculates the flood damage reduction benefit for each property (based on factors such as flood depth, land use, and parcel acreage) and allocates the OAD's costs in direct proportion to these benefits. This "damages avoided" method ensures that each parcel's assessment is proportional to the special benefit it receives from the project's improved flood protection.

Present Situation

A Technical Memorandum for the Mossdale OAD has been prepared to support the FY 2026/27 assessment levy. The Technical Memorandum presents the annual budget and describes the approach taken to apportion the annual costs to affected parcels in proportion to special benefits subject to the maximum allowed assessment rate. Consistent with the approved Engineer's Report and authorization, the maximum assessment rate has been adjusted for inflation by 1.75% based on the February-to-February Consumer Price Index (CPI). This CPI-based escalation

PUBLIC HEARING TO APPROVE THE TECHNICAL MEMORANDUM FOR THE MOSSDALE TRACT OVERLAY ASSESSMENT DISTRICT (OAD) AND ORDER THE LEVY AND COLLECTION OF ASSESSMENTS WITHIN THE DISTRICT FOR FISCAL YEAR 2026/27

increases the proportional assessment rate from the prior year's \$0.00075460 to \$0.00076781 per Flood Damage Reduction Benefit (FDRB) unit for FY 2026/27. The Board is empowered under Government Code §53739 to levy the annual assessment up to this inflation-adjusted maximum without a new ballot proceeding. The FY 2026/27 Technical Memorandum describes the updated assessment calculations using the established flood damages avoided methodology: each parcel's calculated FDRB (the dollar value of avoided flood damage to that parcel's structures, contents, and land) is multiplied by the \$0.00076781 assessment rate to determine the parcel's FY 2026/27 assessment. Reference is made to the Final Engineer's Report and the FY 2026/27 Technical Memorandum (Attachment 2) for full details of the benefit calculation, assessment methodology, and the updated Assessment Roll for the District. A notice of this public hearing was published in The Stockton Record on May 28, 2026.

The FY 2026/27 Technical Memorandum outlines the annual Mossdale OAD budget and projects a total assessment revenue of approximately \$2.461M for this fiscal year. This revenue will fund SJAFCA's Mossdale Tract Program levee improvement project costs on a pay-as-you-go basis as well as the ongoing administration of the OAD. **Table 1** below presents a summary of the FY 2026/27 assessments by general land use category, including the number of parcels in each category, the average annual assessment per parcel, and each category's share of the total assessment. Altogether, the Mossdale OAD encompasses 23,654 parcels, which will be assessed in FY 2026/27 to generate \$2.461 million in total revenue. As shown in the table, residential properties make up the vast majority of parcels and contribute about 57% of the total assessment, while industrial properties contribute roughly 20%, with the remaining share distributed among other land use types.

**TABLE 1 – MOSSDALE TRACT OAD SUMMARY OF
FISCAL YEAR 2026/27 ASSESSMENTS BY LAND USE TYPE**

Land Use Category	Parcel Count	Average Assessment / Parcel	Total Assessment	Share of Total Assessment
Agricultural	407	\$51.78	\$21,073	0.86%
Commercial	426	\$634.75	\$270,405	10.98%
Industrial	293	\$1,698.71	\$497,721	20.22%
Planned Development	189	\$336.23	\$63,548	2.58%
Public	154	\$1,298.30	\$199,939	8.12%
Residential	22,185	\$63.51	\$1,408,973	57.24%
Total All Land Uses	23,654		\$2,461,658	100.00%

PUBLIC HEARING TO APPROVE THE TECHNICAL MEMORANDUM FOR THE MOSSDALE TRACT OVERLAY ASSESSMENT DISTRICT (OAD) AND ORDER THE LEVY AND COLLECTION OF ASSESSMENTS WITHIN THE DISTRICT FOR FISCAL YEAR 2026/27

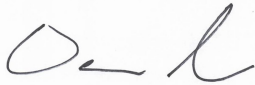
The FY 2026/27 assessment collection will assess approximately 23,654 parcels and will generate approximately \$2.461M for the Mossdale OAD. The table below provides the estimated range of annual assessment for the parcels within the Mossdale OAD and the number of parcels in each rate range. The exact amounts levied may vary based on the finalized assessor's roll for Fiscal Year 2026/27:

TABLE 2 – MOSSDALE OAD
FISCAL YEAR 2026/27 ASSESSMENTS

RANGE	\$2-\$100	>\$100-\$200	>\$200-\$400	>\$400-\$800	>\$800
NO. OF PARCELS	20,376	2,526	279	213	269

By adopting the attached resolution at the conclusion of the public hearing, the Board will adopt a resolution to approve the Technical Memorandum for the Mossdale OAD and order the levy and collection of assessments within the District for FY 2026/27.

PREPARED BY: Patrick Soper, Larsen Wurzel & Associates, Inc.



DARREN SUEN
EXECUTIVE DIRECTOR

Attachments:

1. Technical Memorandum dated June 11, 2026 - FY 2026/27 Mossdale Tract Overlay Assessment District ("Mossdale OAD") – Prepared by Larsen Wurzel & Associates, Inc.
2. Resolution 26-16 The Board of Directors of the San Joaquin Area Flood Control Agency Approving the Mossdale Tract Overlay Assessment District Technical Memorandum and Ordering of the Levy and Collection of the Assessments Within the Mossdale Tract Overlay Assessment District for Fiscal Year 2026/27.

Technical Memorandum

San Joaquin Area Flood Control Agency

June 11, 2026

Fiscal Year 2026/27 Mossdale Tract Overlay Assessment District (“Mossdale OAD”)

Prepared for: San Joaquin Area Flood Control Agency Board of Directors

Prepared by: Patrick Soper

Reviewed by: Seth Wurzel, CGFM

Assessment District History

The Mossdale Tract Area covers approximately 22,400 acres and includes RD 17 (16,110 acres), portions of the Cities of Stockton, Lathrop, Manteca, and unincorporated San Joaquin County.

The Mossdale Tract Overlay Assessment District (the “District”) was formed in 2024 to levy a special benefit assessment to fund the operation, program planning, design, construction, installation, implementation, and maintenance of the proposed fix-in-place and potential levee setback improvements and the dryland levee extension to achieve and maintain 200-year Urban Level of Flood Protection (“ULOP”) for the Mossdale Tract Area, including related incidental expenses. To comply with State and Federal requirements, the overall objective of the Project is to provide increased public safety benefits by improving and expanding flood risk reduction infrastructure to achieve a 200-year Urban Level of Flood Protection (“ULOP”) for the Mossdale Tract Area. Objectives include:

- Modernize the flood risk reduction infrastructure to accommodate future performance and climate change resiliency goals identified in the Central Valley Flood Protection Plan and in SJAFCA’s adopted Climate Change Adaptation Policy.¹
- Improve long-term operations, maintenance, repair, rehabilitation, and replacement (OMRR&R) over time.

Improvements and Services

As outlined in the adopted Final Engineer’s Report for the Formation of the Mossdale Tract Overlay Assessment District (Mossdale OAD), improvements to be funded by the assessment district will be the construction and operation of flood risk reduction components in and adjacent to the Mossdale Tract Area.

¹ San Joaquin Area Flood Control Agency Resolution No. 19-06: Resolution to Adopt Policy on Adapting Design Standards for the Mossdale Tract Area of SJAFCA in Light of Climate Change

Flood risk reduction components include: (1) fix-in-place and potential setback levee improvements; and (2) a dryland levee extension.

The fix-in-place levee improvements that would be constructed, operated, and maintained within the levee rights-of-way and easements under the Project currently include:

- Reconstruction (raising and widening) or replacement of the existing dryland levee, including the construction of seepage control measures such as a drained seepage berm or cutoff wall, and reconstruction of pipe penetrations that cross the levee.
- Installation of a traditional soil-bentonite slurry cutoff wall of varying depth along portions of the existing levee alignment.
- Installation of a drained seepage berm of varying width along portions of the existing levee alignment.
- Placement of riprap rock slope protection on the waterside of the levee along portions of the existing levee alignment.
- Removal of high hazard encroachments.
- Reconstruction of pipe penetrations that cross the levee.
- Raising the height of the levee along portions of the existing levee alignment and extension of the landside toe to meet levee slope design standards.
- Construction of a dryland levee extension, including the construction of seepage control measures such as a drained seepage berm or cutoff wall.
- Construction of a potential setback levee to meet ULOP standards at a designated sharp bend in the San Joaquin River and connecting to existing levee segments.

The Project described herein and by reference, including all attributes of the Project such as cost estimates and schedule for implementation, is reflective of the best information currently available to SJAFCA and the assessment engineer.

District Budget

SJAFCA budgets for all of its Capital Programs on a cumulative budget basis. Revenues are projected annually and the Expenditure Budget authorized each year augments the prior year cumulative authorization and carries over from year to year. The budget presented below is consistent with the Budget to be presented and approved by the Board of Directors at its June 11, 2026 meeting. The Mossdale OAD Revenues for FY 2026/27 would be utilized, on a pay-as-you-go basis, to fund the design, federal feasibility study cost share, work-in-kind, right of way acquisition, and advance improvements consistent with the Final Engineer's Report.

Table 1 shows the budget for the District for FY 2026/27.

Table 1
SJAFCA Mosssdale Overlay Assessment District
Assessment Rate Escalation

SJAFCA Mosssdale Tract Program Budget	Cumulative CIP Budget Through 6/30/2027 [1]
Revenues	
Climate Challenge Grant	\$300,000
DWR Urban Flood Risk Reduction Grant Funding	17,981,950
Levee Impact Fee Revenues	19,437,207
Member Agency Seed Funding	310,000
Interest	2,954,612
Mosssdale EIFD PFA Tax Increment Revenues	7,418,482
Mosssdale Tract Overlay Assessment Revenues [2]	
Prior FY's through 2025/26	4,502,156
FY 2026/27	2,412,425
Total Revenues	\$55,316,833
Program Related Expenses	
Mosssdale UFFR Feasibility Study	\$358,759
Mosssdale Program Management	5,930,832
Local Funding Implementation & Administration	2,865,649
Project Implementation	
<i>State / Local Urban Flood Risk Reduction Project</i>	
Planning Costs	8,124,769
Project Management	5,157,000
Lands, Easements and Rights of Way	12,180,000
Flood Risk Reduction Construction	7,651,500
Ecosystem Sites Implementation (Design & Construction)	700,000
<i>Federal / State / Local Project</i>	
Feasibility Study Local Costs	1,738,104
Payments to USACE	1,299,500
Section 203 Locally Prepared Study	5,000,000
Climate Resiliency Grant Costs	300,000
Total Cumulative Program Expenditure Budget	\$51,306,112

[1] The Capital Program Budget is presented as a cumulative budget authorized through the Fiscal Year.

[2] Annual Revenues for the Mosssdale OAD are presented for each year to demonstrate the budgeted need for the Capital Improvement program.

Annual Assessment

Assessment Methodology

The Damages Avoided method of assessment apportionment is utilized in this District. As outlined in the adopted Final Engineer's Report for the Mossdale OAD, for those parcels contained within Zone 1, a Total Damages Avoided for each parcel is based on the combined Structure Damage, Content Damage, and Land Damage reduction benefit. For parcels within Zone 2, the Total Damages Avoided is based on the Land Damage reduction benefit calculated for those parcels. The proportional special benefit calculation for each parcel considers these three factors independently. The benefit calculation can be summarized as follows:

Special Benefits = Damages Avoided

(Zone 1 Parcels)

$$\text{Damages Avoided} = \text{Structure Damage} + \text{Content Damage} + \text{Land Damage}$$

(Zone 2 Parcels)

$$\text{Damages Avoided} = \text{Land Damage}$$

Reference is made to the Fiscal Year 2024/25 Engineer's Report for the tables depicting structure and content damage factors and land damage factors.

Assessment Rate and Annual Escalation

Commencing in the second fiscal year (Fiscal Year 2025/2026) and each fiscal year thereafter through the authorized term of the assessments, pursuant to Government Code §53739(b), the initial authorized Maximum Assessment Rate of \$0.00073472 per FDRB shall be adjusted annually based on the annual February-to-February change in the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for San Francisco-Oakland-Hayward All items, with Base Period 1982-84 = 100, published by the U.S. Department of Labor, Bureau of Labor Statistics, subject to a minimum of zero percent and a maximum of 4% in any given year.

Should the Bureau of Labor Statistics revise such index or discontinue the preparation of such index, SJAFCA shall use the revised index or comparable system as approved by the SJAFCA Board for determining fluctuations in inflation.

For Fiscal Year 2026/2027, the annual increase in CPI-W is calculated to be 1.75% (rounded to three significant figures). The Maximum Assessment Rate for Fiscal Year 2026/2027 is 0.00076781 as shown in **Table 2**.

Table 2
SJAFCA Mossdale Overlay Assessment District
Assessment Rate Escalation

Fiscal Year	Maximum Assessment Rate (\$ / FDRB)	Increase [1]
FY 2024/2025	0.00073472	
FY 2025/2026	0.00075460	2.71%
FY 2026/2027	0.00076781	1.75%

[1] The increase for FY 2026/2027 is the change in the CPI-W San Francisco-Oakland-Hayward, all items, between February 2025 (350.836) and February 2026 (356.964) rounded to 3 significant figures.

Assessment Calculation

To determine the maximum proportional assessment for an individual parcel, each parcel's calculated FDRB is multiplied by the assessment rate shown in **Table 2**. The following calculation illustrates a single-family residential parcel.

$$\text{Proportional Assessment} = \text{Total Flood Damage Reduction Benefit (FDRB)} \times \text{Assessment Rate}$$

Example:

Single Story Single-Family Residence

Parcel Acreage: 0.179 acres

Building Square Feet: 2,000

Flood Depth: 5 Feet

$$\text{Structure Damage} = 2,000 \text{ sf} \times \$60/\text{sf} \times 55.90\% = \$67,080$$

+

$$\text{Content Damage} = 2,000 \text{ sf} \times \$30/\text{sf} \times 18.30\% = \$10,980$$

+

$$\text{Land Damage} = 0.179 \text{ Acres} \times \$80,100 / \text{Acre} = \$14,338$$

$$\text{Flood Damage Reduction Benefit} = \$67,080 + \$10,980 + \$14,338 = \$92,398$$

$$\text{Maximum Assessment Rate} = \$0.00076781$$

$$\text{Maximum Not-To-Exceed Assessment} = \$92,398 \times \$0.00076781 = \$70.94$$

Specific to parcels identified as Planned Development (Commercial, Industrial and Residential), a fifty percent (50%) reduction has been applied to each of the calculated Flood Damage Reduction Benefits to reflect the proportional special benefit (avoided flood risk) these Planned Development parcels receive from the Project Services in light of Senate Bill 5 and Urban Level of Flood Protection requirements. Specifically, each of these parcels receives a special benefit because OAD funding supports Adequate Progress toward an Urban Level of Flood Protection which would allow development of these parcels that would otherwise be restricted. The proportionate special benefit for parcels in this category is achieved by applying the standard calculated Flood Damage Reduction Benefit calculation for the estimated planned development, and then applying a 50% reduction in light of the future construction. The following provides an example calculation for a Planned Residential Development parcel:

Example:

Planned Residential Development (Multifamily 1 Story)

Parcel Acreage: 1.470 acres

Building Square Feet: 5,750 (DAP)

Flood Depth: 11 Feet

Structure Damage = 5,750 sf x \$60/sf x 76.30% x 50% = \$131,617

+

Content Damage = 5,750 sf x \$30/sf x 22.50% x 50% = \$19,406

+

Land Damage = 1.470 Acres x \$80,100/Acre x 50% = \$58,874

Flood Damage Reduction Benefit = \$131,617 + \$19,406 + \$58,874 = \$209,897

Maximum Assessment Rate = \$0.00076781

Maximum Not-To-Exceed Assessment = \$209,897 x \$0.00076781 = \$161.16

The analysis described above was performed for every parcel in the benefit area that was determined to receive special benefit. The sum of total Flood Damage Reduction Benefit (FDRB) for all assessed parcels is calculated to be 3,206,384,134 FDRB at the time this Report was prepared.

In future years, as land use changes occur and the benefits to parcels change, parcels may be reclassified and their assessments modified accordingly.

Summary of Assessments

The average assessment for all parcels in the District by general land use category is shown in **Table 3**.

Table 3
SJAFCA Mosssdale Overlay Assessment District
FY 2026/2027 Assessment Summary

FY 2026/2027 Rate / FDRB: \$0.00076781

Land Use Type	Parcel Count	Average Assessment	Total Assessment	Share of Total Assessment
Agricultural	407	\$51.78	\$21,073	0.86%
Commercial	426	\$634.75	\$270,405	10.98%
Industrial	293	\$1,698.71	\$497,721	20.22%
Planned Development	189	\$336.23	\$63,548	2.58%
Public	154	\$1,298.30	\$199,939	8.12%
Residential	22,185	\$63.51	\$1,408,973	57.24%
Total	23,654		\$2,461,658	100.00%

Duration of the Assessment

Because the financing plan assumption contemplates the use of debt financing, the District revenues secured to meet cash flow and debt service needs must be authorized through the final year of the term of the financing. Because a Bond issuance is now expected to take place in fiscal year 2027/28, and the assessments are through the term of a financing, assessments are expected to be levied through fiscal year 2057/58. The current estimate is that the assessments would cease to be levied after July 1, 2058.

Assessment revenues, after the completion of the Project, would be utilized to fund both debt service (principal and interest) as well as the annual costs of administration of the District and ongoing operations and maintenance of the Project improvements.

Appeal Process

Any property owner who believes his or her property should be reclassified and the assessment adjusted may file a written appeal with the SJAFCA Executive Director. Any such appeal is limited to correction of an assessment during the then-current fiscal year and future years.

All appeals must include a statement of reasons why the property should be reclassified and may include supporting evidence. On the filing of any such appeal, the Executive Director will direct staff to promptly review the appeal and any information provided by the property owner and may investigate and assemble additional evidence necessary to evaluate the appeal. If the Executive Director finds that the assessment should be modified, the appropriate changes will be made to the assessment roll for the following fiscal year. Any such changes approved after the assessment roll has been filed with the County for collection will not result in a refund of the current or any prior year's assessments paid before the appeal was filed unless so directed by the Executive Director.

Assessment Roll

The Assessments have been levied in proportion to the estimated benefit that each parcel receives from the improvements in accordance with the method and formula of assessment as presented and approved upon formation of the District.

A listing of parcels of land, and the proposed assessment amount to each parcel is provided under a separate cover and by reference is made part of this Memorandum. For current ownership of each parcel of land, reference is made to the most recent equalized tax roll for the County of San Joaquin. The assessment amount for each parcel pursuant to approval of this Memorandum shall be submitted to the San Joaquin County Tax Collector for collection on the property tax bill for Fiscal Year 2026/27.

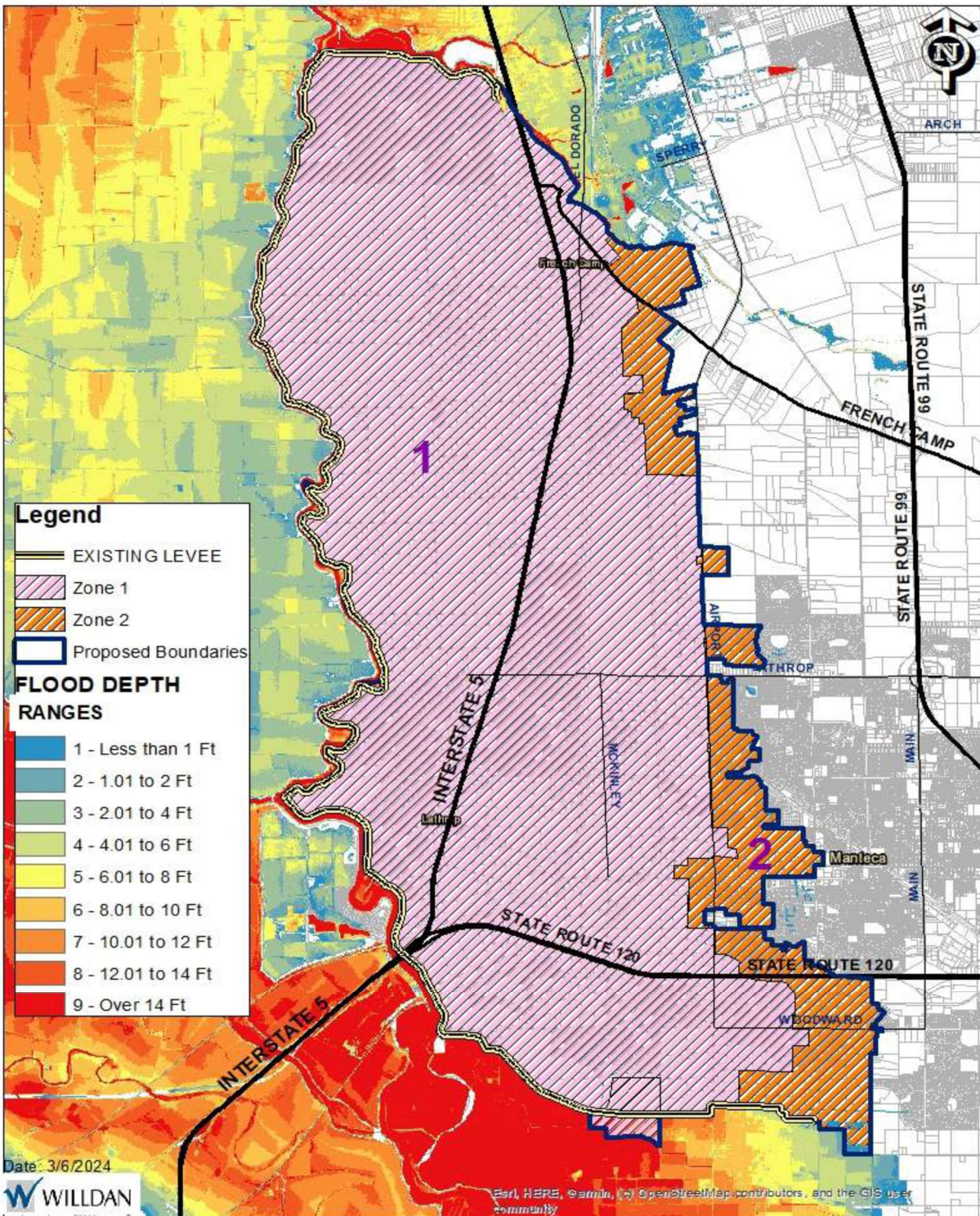
District Boundary

The territory within the Mossdale Tract Overlay Assessment District is narrowly defined to include those lots and parcels of land within the Mossdale Tract Area of San Joaquin County that were identified as parcels receiving a reduction or elimination of potential uncontrolled riverine flooding from the San Joaquin River

levees and related flood control infrastructure improvements that are to be constructed, operated, and maintained as part of the proposed Project Services at the time the District was formed. The boundary of the District and the parcels therein are based on hydrologic and hydraulic mapping (flood levels) available at the time of formation, incorporating each of the parcels within the Mossdale Tract Area that have been identified as parcels receiving a reduction or elimination of potential flood damages from inundation or force by floodwaters as a result of the construction and operation of flood risk reduction components in and adjacent to the Mossdale Tract Area which include fix-in-place and potential levee setback improvements as well as a dryland levee extension in Manteca.

The parcels within the District, as identified on the Assessment Roll referenced in this Technical Memorandum and depicted in the Boundary and Flood Zone Diagram (**Figure 1**), constitute the Assessment Diagram for the Mossdale Tract Overlay Assessment District. The Boundary and Flood Zone Diagram shows the District boundary, flood zones, and the general location of the flood risk reduction improvements associated with the Project Services funded in part by the annual assessment. The parcels within the District shall consist of the lots, parcels, and subdivisions of land listed on the Assessment Roll and shown on the San Joaquin County Assessor's parcel maps for Fiscal Year 2026/27, as updated to reflect subsequent parcel splits, mergers, or other changes. By reference, the applicable San Joaquin County Assessor's parcel maps are incorporated into and made part of this Technical Memorandum.

Figure 1



RESOLUTION NO. SJAFCA 26-16

SAN JOAQUIN AREA
FLOOD CONTROL AGENCY

=====

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE SAN JOAQUIN AREA FLOOD
CONTROL AGENCY APPROVING THE MOSSDALE TRACT OVERLAY ASSESSMENT
DISTRICT TECHNICAL MEMORANDUM AND ORDERING OF THE LEVY AND
COLLECTION OF ASSESSMENTS WITHIN THE MOSSDALE TRACT OVERLAY
ASSESSMENT DISTRICT FOR FISCAL YEAR 2026/27**

WHEREAS, the San Joaquin Area Flood Control Agency (the “Agency”) is a joint powers agency that was created in May 1995 between the City of Stockton (“Stockton”), San Joaquin County (“County”) and the San Joaquin County Flood Control and Water Conservation District (“SJCFWCWD”), for the purpose of providing flood protection services for the City of Stockton and surrounding unincorporated areas of the County;

WHEREAS, in January of 2018 Stockton, the County, the SJCFWCWD, the City of Lathrop (“Lathrop”), and the City of Manteca (“Manteca”) executed an Amended and Restated Joint Exercise of Powers Agreement to reform the Agency by adding Lathrop and Manteca as members;

WHEREAS, on July 18, 2024, after the conclusion of a voter-approved Proposition 218 election, the Board adopted SJAFCA Resolution No. 24-22 establishing the Mossdale Tract Overlay Assessment District (“Mossdale OAD”) to fund the cost of constructing levee and flood control improvements to achieve an Urban Level of Flood Protection for the Mossdale Tract Area as well as costs of the operation and maintenance of levees and flood control facilities (collectively, the “Services”) as described within the Final Engineer’s Report approved by Resolution No. 24-22;

WHEREAS, the Services provide special benefits to certain parcels in the Mossdale Tract Area (collectively, the “Properties”) within the boundary of the Mossdale OAD;

WHEREAS, the boundary of the Mossdale OAD area includes all the Properties that receive special benefit from the Services, while excluding properties not receiving special benefits from the Services and any incidentally-benefited properties in adjacent areas;

WHEREAS, the Board, by separate resolution approved on June 12, 2025, approved the Fiscal Year 2025-26 Annual Budget for the Mossdale OAD;

WHEREAS, the FY 2025-26 Technical Memorandum dated June 12, 2025, prepared by Willdan Financial Services (“Memorandum”), was approved, and was ordered to be filed in the Office of the Secretary of the Board as a permanent record and to remain open to public inspection;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the San Joaquin Area Flood Control Agency as follows:

1. The above recitals are true and correct and are incorporated into this Resolution by this reference.

2. The Board, by separate resolution approved on June 11, 2026, approved the Fiscal Year 2026-27 Annual Budget for the Mossdale OAD.

3. The Technical Memorandum dated June 11, 2026, prepared by Larsen Wurzel & Associates, Inc. ("Memorandum"), is hereby approved, and is ordered to be filed in the Office of the Secretary of the Board as a permanent record and to remain open to public inspection.

4. That following notice duly given, the Board of Directors has held a full and fair public hearing regarding the Mossdale OAD, the levy and collection of assessments, the report prepared in connection therewith, and considered all oral and written statements, protests and communications made or filed by interested persons regarding these matters.

5. That based upon its review of the Memorandum, a copy of which has been presented to the Board of Directors and which has been filed with the Secretary of the Board, the Board of Directors hereby finds and determines that:

- i. The land within the Mossdale OAD is specially benefited by the improvements and operation, maintenance and servicing of the improvements financed by the District;
- ii. The Mossdale OAD includes all of the lands so specially benefited; and,
- iii. The net amount to be assessed upon the lands within the Mossdale OAD for the fiscal year commencing July 1, 2026, and ending June 30, 2027, is apportioned by a formula and method which fairly distributes the net amount among all eligible parcels in proportion to the special benefits received by each parcel from the improvements and services.

6. The levy of assessments within the Mossdale OAD for Fiscal Year 2026/27 will be utilized to fund the Services as follows:

- i. Modernize the flood risk reduction infrastructure to accommodate future performance and climate change resiliency goals identified in the Central Valley Flood Protection Plan and in SJAFCA's adopted Climate Change Adaptation Policy.
- ii. Improve long-term operations, maintenance, repair, rehabilitation, and replacement (OMRR&R) over time.
- iii. Fund the administrative costs of the Mossdale OAD.

7. That the County of San Joaquin Auditor-Controller shall enter on the County Assessment Roll, opposite each eligible parcel of land, the amount of levy so apportioned by the formula and method outlined in the Memorandum, and such levies shall be collected at the same time and in the same manner as the County taxes are collected.

8. That the County of San Joaquin Auditor-Controller shall deposit all money representing assessments collected by the County for the Mossdale OAD to the credit of a fund for the district and such money shall be expended only for the items described in Section 6.

9. That the adoption of this Resolution constitutes the Mossdale OAD levy for the fiscal year commencing July 1, 2026, and ending June 30, 2027.

10. That the Secretary of the Board, or designee, is hereby authorized and directed to file the levy with the County of San Joaquin Auditor-Controller upon adoption of this Resolution.

PASSED, APPROVED AND ADOPTED this _____ day of June, 2026.

MICHAEL BLOWER, Chair
of the San Joaquin Area

Flood Control Agency

ATTEST:

DARREN SUEN, 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

Agenda Item 10.1

June 11, 2026

TO: San Joaquin Area Flood Control Agency Board of Directors

FROM: Sylvia Razniak, Director of Finance and Human Resources

SUBJECT: **Semi-annual Report on Master Services Agreements Issued Under Delegated Authority for Fiscal Year 2025-2026 covering period 07/01/2025 to 05/31/2026**

BACKGROUND:

On August 15, 2024, the Board of Directors authorized staff to negotiate and execute various Master Services Agreements (MSAs) to support implementation of the San Joaquin Area Flood Control Agency's (SJAFCA's) projects and programs. In furtherance of that authorization and delegation of authority, the Board directed staff to provide semi-annual updates of all contracts awarded throughout the fiscal year. This report includes the original MSA not-to-exceed amount, the Task Orders issued under the MSA, along with a description of the services provided, and amount billed to date. In compliance with the Board's direction, and for the purpose of maintaining public transparency of SJAFCA's expenditures, staff have prepared the attached report of the Master Services Agreement utilization for the past eleven months.

RECOMMENDATION:

Receive semi-annual report on utilization of various MSAs executed to support implementation of SJAFCA's projects and programs.

FISCAL IMPACT:

None.

Prepared by: Sylvia Razniak

APPROVED BY:



Darren Suen, PE
Executive Director

Attachment:

1. FY 25-26 Semi-Annual Report of Master Services Agreements (Agenda Item 4.3)

FY 25-26 Semi-Annual Report on Master Services Agreements

Consultant	Services provided	Annual Budget Amount	Not to Exceed 2027 Amount	Allocated From Task Orders *	FY 25/26 Billed to Date 05/31/2026
Associated Right of Way Services	Real Estate	\$ 500,000.00	\$ 500,000.00	\$ -	\$ -
Blackburn	Geology and Geotechnical	\$ 500,000.00	\$ 1,500,000.00	\$ 468,219.00	\$ 44,546.00
BRI	Real Estate	\$ 500,000.00	\$ 1,500,000.00	\$ 428,266.00	\$ 85,628.31
CBEC Eco Engineering	Surveying	\$ 250,000.00	\$ 250,000.00	\$ -	\$ -
Cinquini & Passarino Inc	Surveying	\$ 100,000.00	\$ 100,000.00	\$ -	\$ -
Concero Solutions	Program Management and Organizational Planning	\$ 250,000.00	\$ 750,000.00	\$ 73,000.00	\$ 64,401.62
Domenichelli	Hydrology	\$ 250,000.00	\$ 250,000.00	\$ -	\$ -
Environment Science Association	Environmental Planning and Permitting	\$ 2,000,000.00	\$ 6,000,000.00	\$ 1,251,075.00	\$ 111,852.15
ENGEO	Geology	\$ 500,000.00	\$ 500,000.00	\$ 150,400.00	\$ 97,266.61
GEI Consultants	Civil Engineering, Geology, Hydrology	\$ 2,000,000.00	\$ 2,000,000.00	\$ 755,136.00	\$ 309,653.75
GME	Civil Engineering and Surveying	\$ 100,000.00	\$ 100,000.00	\$ -	\$ -
Haley Aldrich	Civil Engineering and Geology	\$ 100,000.00	\$ 100,000.00	\$ -	\$ -
HDR Engineering	Civil Engineering, Geology, Hydrology	\$ 2,000,000.00	\$ 6,000,000.00	\$ 155,375.00	\$ 88,080.55
Interwest Consulting Group Inc.	Real Estate	\$ 500,000.00	\$ 500,000.00	\$ -	\$ -
Kjeldsen, Sinnock & Neudeck Inc.	Civil Engineering, Geology, Hydrology, Surveying, Real Estate, PM	\$ 2,000,000.00	\$ 6,000,000.00	\$ 4,041,625.25	\$ 878,783.74
Kleinfelder	Geology	\$ 500,000.00	\$ 1,500,000.00	\$ 85,100.00	\$ 6,477.49
LWA	Financial Planning and PM	\$ 2,000,000.00	\$ 6,000,000.00	\$ 3,291,964.00	\$ 1,267,028.74
Mark Thomas	Surveying	\$ 250,000.00	\$ 750,000.00	\$ 690,571.00	\$ 265,525.91
MBK	Hydrology, PM, and Facilitation	\$ 1,000,000.00	\$ 1,000,000.00	\$ 149,480.00	\$ 25,560.25
Mead & Hunt	Civil Engineering and Geology	\$ 500,000.00	\$ 1,000,000.00	\$ -	\$ -
MGE	Civil Engineering	\$ 500,000.00	\$ 500,000.00	\$ -	\$ -
Monument ROW	Real Estate	\$ 500,000.00	\$ 500,000.00	\$ -	\$ -
NHC	Flood Risk Assessment, Civil Engineering, Hydrology	\$ 100,000.00	\$ 100,000.00	\$ 34,840.00	\$ 5,850.00
PBI	Civil Engineering	\$ 100,000.00	\$ 100,000.00	\$ -	\$ -
PSOMAS	Surveying	\$ 250,000.00	\$ 750,000.00	\$ -	\$ -
R&F Engineering Inc.	Civil Engineering, Hydrology, PM, Planning	\$ 1,000,000.00	\$ 3,000,000.00	\$ 1,456,025.00	\$ 307,021.76
Redefined Horizons	Surveying	\$ 100,000.00	\$ 100,000.00	\$ -	\$ -
River Partners	Environmental, Permitting, PM, Facilitation and Organizational Planning	\$ 250,000.00	\$ 250,000.00	\$ -	\$ -
Shannon & Wilson	Geology	\$ 100,000.00	\$ 100,000.00	\$ -	\$ -
Tetra Tech	Civil Engineering, Geology, Hydrology, PM	\$ 500,000.00	\$ 500,000.00	\$ -	\$ -
Wood Rodgers	Civil Engineering, Geology, Hydrology, Surveying, Real Estate, Environmental	\$ 1,000,000.00	\$ 2,000,000.00	\$ -	\$ -
Woodward & Curran	PM and Organizational Planning	\$ 500,000.00	\$ 500,000.00	\$ -	\$ -
Totals:		\$ 20,700,000.00	\$ 44,700,000.00	\$ 13,031,076.25	\$ 3,557,676.88

Additional Master Agreements	Services provided	Agreement Amount	Not to Exceed 2027 Amount	Allocated From Task Orders	FY 25/26 Billed to Date 05/30/2026
Condor Earth	Environmental Planning	\$ 100,000.00	\$ 100,000.00	\$ 85,000.00	\$ 35,976.56
Kim Floyd	Public Out Reach	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 14,016.90
River Delta	Technical Review and Support	\$ 100,000.00	\$ 300,000.00	\$ 25,000.00	\$ 3,714.50
WSP	Construction Management and Inspection	\$ 2,000,000.00	\$ 2,000,000.00	\$ 306,743.00	\$ 16,004.67
Wood Rogers	Project Coordination and Administration	\$ 3,500,000.00	\$ 3,500,000.00	\$ 2,738,686.00	\$ 700,528.02
Totals:		\$ 5,800,000.00	\$ 6,000,000.00	\$ 3,255,429.00	\$ 770,240.65

* Allocated from Task Orders covers FY 24/25 and FY 25/26

**End of
Agenda Packet**